FRANCHISE DISCLOSURE DOCUMENT

Zinga's Franchising, Inc.
A Delaware corporation
1990 Main Street, Suite 750-#1520
Sarasota, FL 34236
Phone: (317) 339-1166
Email: franchise@zingashome.com
www.zingashome.com

We offer qualified individuals the right to operate a franchised business that sells and installs customized shading products and solutions, including but not limited to blinds, shades, shutters, draperies, pergolas, awnings, and other similar professional shading products and solutions, utilizing certain proprietary marks (including our current primary mark ZINGA'S) and a proprietary operating system that we and our affiliates/principals have developed.

The total investment necessary to begin operation of a Zinga's franchise ranges from $176,900 to $266,850. This includes $94,000 that must be paid to the franchisor or its affiliates prior to opening.

We may, in our discretion, also offer qualified individuals the right to open and operate a Zinga's franchised business in multiple territories. The total investment necessary to commence operations in multiple territories will vary based on the number of territories in which we grant you the right to operate. By way of example, the total initial investment necessary to operate in three (3) territories ranges from $266,900 to $356,850. This includes $184,000 that must be paid to the franchisor or its affiliates prior to opening.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this disclosure document, the franchise agreement or any other related document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our corporate office at 1990 Main Street, Suite 750-#1520, Sarasota, Florida 34236 or via telephone at (317) 339-1166.

The terms of your franchise agreement will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contracts. Read all of your contracts carefully. Show your contracts and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

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How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Zinga's business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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What You Need To Know About Franchising *Generally*

Continuing Responsibility to Pay Fees. You may have to pay royalties and other fees even if you are losing money.

Business Model can Change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier Restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from Franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your Franchise Ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends that franchise or has verified the information in this document. To find out if your state has a registration requirements, or to contact your state, use the agency information in Exhibit D.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation and arbitration only in Indiana. Out-of-state mediation or arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and/or arbitrate with the franchisor in Indiana than in your own state.

2. **Spousal Guaranty.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor is Zinga's Franchising, Inc. For ease of reference this Disclosure Document will refer to Zinga's Franchising, Inc. as "we," "us" "our" and "Zinga's." The words "you" and "your" refer to the person to whom we grant a franchise, whether you are a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of our franchise agreement attached as Exhibit A (the "Franchise Agreement") also apply to your owners and will be noted.

The Franchisor

We were incorporated in April 2026 under the laws of the State of Delaware. Our principal business address is 1990 Main Street, Suite 750-#1520, Sarasota, Florida 34236 and our phone number is (317) 339-1166. We do business only under our corporate name and our current primary mark, Zinga's.

The Franchised Business; Franchisor's other Business Activities

We franchise the right to operate a franchised business that evaluates a customer's needs and subsequently installs customized shading solutions at that customer's home or business, including shades, shutters, draperies, awnings, and pergolas, as well as ancillary outdoor living products such as outdoor kitchens and fireplaces (collectively, the "Approved Products," and all installation and other authorized services are referred to as the "Approved Services").

If we grant you a franchise, you will have the right to operate the foregoing business (the "Franchised Business") utilizing our proprietary marks and proprietary operating system within a defined territory (the "Territory").

Your Franchised Business must be operated from a location within the Territory that we approve in writing (the "Approved Location"), which will typically initially be a home office, and you must obtain at least one (1) vehicle that meets our System standards and specifications for equipment, branding, capability and purpose (the "Approved Vehicle").

The Franchised Business operates under our then-current proprietary marks, including our current primary mark ZINGA'S, as well as our other related service marks, trademarks, or logos that we modify or supplement as we deem advisable (collectively, the "Proprietary Marks"). The Franchised Business operates using the uniform standards, methods, procedures, and specifications developed by us, which may be modified from time to time (the "System").

We first began offering and selling franchises for the right to own and operate a Franchised Business as of the issue date of this disclosure document. We are not engaged in any line of business or activities other than offering franchises as described in this disclosure document.

Multi-Territory Operation

We may, as we deem appropriate in our discretion, offer qualified parties the right to operate the Franchised Business in multiple Territories.

If you operate in multiple contiguous Territories, then you are only required to obtain one approved location. If you operate in multiple Territories that are noncontiguous, then we may require you to secure

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2026 Franchise Disclosure Document

additional approved locations. However, our standard offering assumes that if you purchase multiple Territories, such Territories will be contiguous with one another.

Our Parents, Predecessors and any Affiliates

We have no parents or predecessors that require disclosure in this Item.

Our affiliate, Zinga's Exciting Windows, Inc ("EWI"), an Indiana corporation with a business address at 1840 Tarpon Lane, Vero Beach, Florida 32960, is the owner of our trademarks and has licensed to us the right to use, and to sub-license, the marks to our System franchisees. EWI also operates our seven (7) affiliate-owned locations across Indiana, Florida, Texas, and Tennessee, as described in more detail in this disclosure document.

Our affiliate, Premier Blinds and Shades, Inc. ("Premier"), a Florida corporation with a principal place of business at 10309 Lavender Aster Trail, San Antonio, Florida 33576, is a System designated supplier of certain equipment, products and inventory to our franchisees, as described in more detail in this Disclosure Document.

Our affiliate, Rev Built Marketing, Inc. ("RBM"), a Delaware corporation with the same business address as us, is our approved supplier for certain marketing and advertising purchasing you must conduct in connection with the marketing and advertising of your Franchised Business.

Except as disclosed above, none of our affiliates has previously sold franchises in this or in any line of business. Other than as described above, we do not have any parents, predecessors, or affiliates that are required to be disclosed in this Item.

General Description of the Market and Competition

You will target your services to both residential and commercial customers. The shading and blinds industry is competitive and you may have to compete with other businesses including franchised operations, national chains, and independently owned companies offering similar products and services to customers. Sales are not typically seasonal in nature. Changes in local and national economic conditions and population density affect this industry and are generally difficult to predict. You will face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, and changes in supply and demand.

Regulations Specific to the Industry

Your Franchised Business may be subject to federal, state and local laws regulating the sale, installation and servicing of window coverings, blinds, shades, shutters and related products. Such laws may include consumer product safety laws administered by the U.S. Consumer Product Safety Commission ("CPSC"), including regulations and standards relating to corded window coverings and child safety, such as ANSI/WCMA A100.1-2022 and related CPSC regulations governing custom window coverings. Franchisees also may be subject to federal and state laws governing contractor licensing, home improvement services, lead-safe renovation practices, building codes, electrical work, permitting, and consumer protection. Depending on the jurisdiction and services performed, franchisees may be required to obtain contractor licenses or registrations and comply with the EPA's Lead Renovation, Repair and Painting ("RRP") Rule and similar state requirements.

You must investigate and comply with all of the applicable laws and regulations in your jurisdiction, as we have not investigated any laws or regulations to determine whether they are applicable to the operation of your Franchised Business. You alone are responsible for complying with all applicable laws and regulations, despite any advice or information that we may give you.

Your Franchised Business will also be subject to laws and regulations that are not specific to the professional shading industry, but applicable to businesses in general such as zoning laws, labor laws, the Fair Labor Standards Act, workers' compensation laws, business licensing laws and tax regulations, and the Americans with Disabilities Act.

Our agents for service of process are listed in Exhibit D to this Disclosure Document.

ITEM 2
BUSINESS EXPERIENCE

George Huizinga – Chief Executive Officer

George Huizinga has served as our Chief Executive Officer since our inception. Mr. Huizinga is the founder of our affiliate, Zinga's Exciting Windows, Inc. ("EWI"), in Whiteland, Indiana and has served as its Chief Executive Officer since November 2005.

Amber Rather – Chief Operating Officer & Chief Financial Officer

Amber Rather has served as our Chief Operating Officer and our Chief Financial Officer since our inception. In addition to these roles, Ms. Rather has served as Chief Operating Officer and as Chief Financial Officer of our affiliate, EWI, since September 2013.

Morgan Booher – Vice President of Sales

Morgan Booher has served as our Vice President of Sales since our inception. Mr. Booher also currently serves as Vice President of Sales of our affiliate, EWI, since March 2025, and previously served in Sales at EWI from February 2021 to July 2024, and as Sales Manager from July 2024 to February 2025.

Braden Jones – Vice President of Marketing

Braden Jones has served as our Vice President of Marketing since our inception. In addition to this role, Mr. Jones also serves as Chief Marketing Officer at EWI in Whiteland, Indiana since January 2016. Mr. Jones is also the owner of B Jones Consulting in Jonesboro, Indiana since January 2016, and is President of BILT Marketing, Inc. in Jonesboro, Indiana since June 2024.

Corey Woods – Vice President of Installation

Corey Woods has served as our Vice President of Installation since our inception. Mr. Woods also serves as Vice President of Installation at EWI since June 2021. Prior to this role, Mr. Woods served as Senior Installation Manager at Unique Home Solutions in Indianapolis, Indiana from August 2005 to June 2021.

Amanda Rudyj – Senior Director of Customer Acquisitions

Amanda Rudyj has served as our Senior Director of Customer Acquisitions since our inception. Ms. Rudyj currently serves in the same role at our affiliate, EWI, since February 2020.

Christopher M. Dupuis – Operations Consultant

Christopher Dupuis has served as our Operations Consultant since May 2026. Prior to joining us, Mr. Dupuis served as Senior Vice President of Global Development at Kent International, Inc. in Fairfield, New Jersey from July 2015 to May 2026.

ITEM 3
LITIGATION

No litigation information is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee

You must pay us an initial franchise fee in a lump sum upon execution of your Franchise Agreement (the "Initial Franchise Fee"). The Initial Franchise Fee is fully earned upon payment and non-refundable under any circumstances. The amount of the Initial Franchise Fee depends upon the number of Territories in which your Franchised Business will operate, and is calculated as follows:

Number of Territories	Initial Franchise Fee
1	$60,000
2	$110,000
3	$150,000
4	$180,000
5	$200,000

Other Amounts Payable to Us or our Affiliates Supplier Prior to Opening

Required Item	Estimated Investment Range Prior to Opening; When Due	To Whom Amount is Paid
On-Site Initial Training Fee	$5,000 upon execution	Us
Business Management System*	$9,500 upon execution	Us
Pre-Opening Project Management Support Fee*	$5,000 upon execution	Us
Start-Up Business Expenses	$12,500	Us
Digital Marketing and Advertising Management Fee (1 month)	$1,000	Us
Technology Fee (1 month)	$1,000	Us

Additional Qualified Household Fee

As disclosed in Item 12, a typical Territory consists of a "Qualified Household Limit" of less than 100,000 qualified households, or households with an average household income above $75,000. If you are granted a Territory containing more than 100,000 qualified households, then you must pay us an additional fee in an amount equal to the number of qualified households in your Territory in excess of 100,000, multiplied by sixty cents ($0.60) (the "Additional Qualified Household Fee"). The Additional Qualified Household Fee is earned upon receipt and not refundable under any circumstances.

For example, if you are granted a Territory consisting of a total of 110,000 qualified households, then you must pay us an Additional Qualified Household Fee equal to $6,000 (for a total Initial Franchise Fee of $66,000).

Once any particular Territory contains 200,000 or more qualified households, the additional qualified households in excess of 100,000 constitute a separate Territory, and you must pay the applicable Initial Franchise Fee for such Territory.

Other Relevant Disclosures

Except as provided in this Item, all fees paid to us that are disclosed in this Item are uniformly imposed on our franchisees. All other purchases disclosed in this Item must be paid to us prior to, or at, delivery of the required purchases, and these fees are non-refundable upon payment. These fees are also uniformly imposed on franchisees.

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ITEM 6
OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty	The greater of: (i) 7% of Net Revenue, or (ii) the applicable Minimum Royalty.	Collected weekly based on Net Revenue generated by the Franchised Business over the preceding calendar week.	You will commence paying the Royalty Fee once your Franchised Business opens. We require you to pay your Royalty Fee and other reoccurring amounts via electronic funds transfer ("EFT"). The Minimum Royalty commences in your 13th month of operation and is calculated as follows: (a) for months 13-24 after opening: $2,100 per Territory per month; (b) for months 25-36 after opening: $2,800 per Territory per month; and (c) for months 37 through the duration of the Term of the Franchise Agreement: $3,500 per Territory per month. We offer franchisees that meet certain Net Revenue thresholds during a one-year period a reduced Royalty rate on the portion of Net Revenue exceeding such thresholds. The standard Royalty set forth in this Item 6 applies until Net Revenues reach specified thresholds, at which point the Royalty paid on Net Revenue in excess of such thresholds is reduced for the remainder of that year. Our current structure for such reduced Royalty rates is as follows: For Net Revenue in excess of $1 million: 5.5% For Net Revenue in excess of $2 million: 4%
Brand Fund Contribution	The greater of: (i) 1% of Net Revenue, or (ii) the applicable Minimum Fund Contribution per month.	Monthly on the 5th of each month for the preceding calendar month.	We have established a brand development Fund to promote, market, advertise and otherwise develop the System, Marks, and brand generally. The Fund Contribution requirement (including any minimum contribution, if applicable) begins in your 13th month of operation. We may increase the required Fund Contribution to up to 2% of Net Revenue upon 30 days' written notice.

			The Minimum Fund Contribution is as follows: (a) for months 13-24 after opening: $300 per month; (b) for months 25-36 after opening: $400 per month; and (c) for months 37 through the duration of the Term of the Franchise Agreement: $500 per month. We offer franchisees that meet certain Net Revenue thresholds during a one-year period a reduced Brand Fund Contribution requirement on the portion of Net Revenue exceeding such thresholds. The standard Fund contribution set forth in this Item 6 applies until Net Revenues reach specified thresholds, at which point the Fund contribution paid on Net Revenue in excess of such thresholds is reduced for the remainder of that year. Our current structure for such reduced Fund contributions is as follows: For Net Revenue in excess of $1 million: 0.75% For Net Revenue in excess of $2 million: 0.25%
Sales Center Fee	$400 per month plus $35 per booked appointment.	As incurred.	You must utilize an approved System-wide sales center (the "Sales Center") operated by a third-party provider.
Digital Marketing and Advertising Management Fee	$1,000/month (per Franchised Business)	Payable monthly	As of the Issuance Date, we expect that you will pay these amounts to our affiliate.
Local Advertising Requirement (or "LAR")	The required minimum expenditure depending upon post-opening month of operation: Months 4-12: The greater of (a) 11% of Net Revenue or (b) $6,500 per month;	Payable monthly	Your LAR is the minimum amount you must expend on the promotion, marketing and advertising of your franchised Business within your Territory. Your obligation to conduct Local Advertising commences in your fourth (4th) month of operation, following the completion of your "Go to Market Launch" spend (as disclosed in Item 7). We encourage you to expend more on advertising and promoting your Franchised Business, as you determine appropriate based on your operations and other factors

	Months 13-24: The greater of (a) 7% of Net Revenue, or (b) $5,000 per month; Months 25 – Duration of Term: The greater of (a) 4% of Net Revenue, or (b) $3,500 per month.		(such as proximity to competition and potential Client(s) within your Territory). Your LAR will be in addition to your Digital Marketing and Advertising Management Fee.
Ongoing Product Purchases	Varies based on sales within your Territory	Payable prior to, or at, delivery	You are required to purchase our certain designated inventory on an ongoing basis as necessary to service your customers. We may also require you to purchase additional items from us, our affiliate or our designated supplier as necessary to service your customers. See Item 8 of this disclosure document for additional information.
Technology Fee	$1,000 per month	Payable monthly	As of the Issue Date, we expect to commence charging your Technology Fee one (1) month prior to your contemplated opening. We may modify the Technology Fee upon 30 days' prior written notice via the Manuals or otherwise. Your Technology Fee will help defray and/or cover the costs associated with certain technology products or services we determine to (a) associate or utilize in connection with the System, and (b) use the Technology Fee to cover all or certain portion of the corresponding costs.
Training Fee	Currently, our fee for additional individuals to attend the Initial Training Program is $250 per person. For Additional and/or Remedial Training, we estimate this fee will be $1,000 per day, plus	As incurred.	We may charge you our then-current training fee in the following circumstances: (i) if you or one of your managers/personnel that is required to complete our initial training is replaced and/or fails to complete initial training and is required to re-attend; (ii) if you bring more than two (2) total individuals to the Initial Training Program; (iii) if you request that we provide you with any replacement personnel training, additional training or otherwise request that we provide you with any on-site assistance in connection with your Franchised Business; and (iv) any remedial training that

	costs and expenses of attending training.		we require you to attend and complete as part of the cure actions in connection with your default under the Franchise Agreement.
Renewal Fee	25% of the then-current Initial Franchise Fee	Upon your renewal of Franchise Agreement after the initial term.	You must meet certain criteria before we will allow you to renew your Agreement.
Transfer Fee	$5,000	Upon approved transfer or sale to another person or entity.	Payable when you sell or transfer your franchise with our approval.
Contribution to Advertising or Marketing Cooperative	Not currently assessed. If established, up to 5% of Net Revenue	As arranged	Payable if we establish a franchise marketing cooperative (the "Cooperative"). If established, contributions to the cooperative will be credited against your Local Advertising Requirement.
Non-Compliance Fee	$500 per occurrence	As incurred	If Franchisor discovers that Franchisee is selling unauthorized or unapproved products, Franchisee must pay Franchisor a non-compliance fee.
Audit Fees	Actual cost of audit	Within 15 days of receiving invoice	Payable if audit reveals that you have underreported the Net Revenue of your Franchised Business by 2% or more for any designated reporting period.
Annual Convention or Conference Registration Fee	Our then-current registration fee to attend our annual conference or convention, if and when established	As incurred.	We may schedule and hold an annual conference, as we deem advisable in our sole discretion, and require that you attend such conference. You will be responsible for the costs and expenses you incur in connection with any annual conference/convention (lodging, travel, meals, etc.), and we reserve the right to charge you our then-current registration fee. Once we determine it appropriate to establish such a convention or conference, we expect this contribution will be around $1,000 per attendee. If you do not attend the Annual Conference, we reserve the right to charge you a non-attendance fee amounting to the then-current registration fee.
Non-Sufficient Fund (NSF) or	$500 per occurrence	Upon demand.	Payable if a check you provide to us is returned or dishonored by the bank, or if your EFT Account does not have sufficient

Dishonored Check Charge			funds to cover amounts you owe under the Franchise Agreement as they become due and owing to us. This provision is subject to any state-specific laws regarding NSF-related fees.
Insurance Reimbursement	Actual costs and expenses	Upon demand.	If you fail to obtain required insurance, we may obtain such insurance at your expense (but are not required to do so). Otherwise, these payments are made directly to your third-party insurance provider.
Attorneys' Fees and Costs	Will vary according to circumstance.	Upon demand.	You must reimburse us for our attorneys' fees and any court costs that we incur in connection with attempting to (or actually) enforcing or protecting our rights under your Franchise Agreement.
Indemnification	Actual Costs	Upon demand.	You must reimburse us for our attorneys' fees and other costs that we incur in connection with any third-party claims brought against us that arise out of, or are related to, the operation of your Franchised Business.
Late Payment	$500 per occurrence	When payment is past due.	Payable on all overdue amounts to us.
Management Fee	An amount equal to 10% of the Net Revenue of your Franchised Business during the period of time we or our representative manages your Franchised Business on your behalf (the "Management Fee"), plus the costs and expenses we incur.	As incurred	The Management Fee will only be due to us if (a) you are in material default under your Franchise Agreement or become disabled (and unable to perform as the "Franchisee" under your Franchise Agreement), and (b) we exercise our right to temporarily operate your Franchised Business in an effort to assist in getting the operations of the Franchised Business back into compliance with the Franchise Agreement and System standards.
Delinquency Charges and Interest	Lesser of 1.5% per month, or highest rate permitted by applicable law	Immediately after date payment is due.	Charged on all fees and accounts receivable due to us when not paid timely.
Liquidated Damages	See Remarks.	Within 15 Days After Termination	Due only if we terminate the Franchise Agreement before the end of the term

			because of your material breach. Liquidated damages are determined by multiplying the monthly average of Royalty Fees (without regard to any fee waivers or other reductions) that are owed by you to us, beginning from the date you open the Franchised Business through the date of early termination, multiplied by the lesser of: (i) 24, or (ii) the number of months remaining in the term of the Franchise Agreement.

Notes to Item 6:

Generally. Except as otherwise stated in this Item, all fees listed in this Item 6 Chart are imposed by, and payable to, us and are uniformly imposed on all of the franchisees in our System. These fees are payable in U.S. Dollars (or "USD") and are non-refundable unless otherwise stated in this Item.

1. **Royalty Fee and Other Fees.** Your Royalty Fee, as well as any other fees payable to us or our affiliates under the Franchise Agreement, may be collected by us via EFT from the bank account you are required to designate solely for use in connection with your Franchised Business (your "EFT Account"). You must provide us with the details of your EFT Account prior to opening and execute all documents necessary to authorize us to make withdrawals from this account throughout the term of your Franchise Agreement, including our then-current EFT Withdrawal Authorization form that is attached as an Exhibit to our current form of Franchise Agreement. You must provide us with advance written notice of any change to the information related to your EFT Account. Beginning in your 13th month of operation, if we have not collected your Royalty Fee as of the end of a given month amounting to at least the applicable Minimum Royalty, then we have the right to collect a shortfall payment from your designated EFT account amounting to (a) the applicable Minimum Royalty, less (b) the Royalty Fees you actually paid to us based on the Net Revenues generated by the Franchised Business over the preceding reporting period (the "Shortfall Payment").

2. **Collection Interval.** We reserve the right to change the interval at which we collect your Royalty Fee, Fund Contribution and other recurring fees payable to us or our affiliates under the Franchise Agreement upon written notice to you. For example, we may collect these recurring fees on a monthly rather than weekly basis. Regardless, you are required to provide us with a monthly Net Revenue report detailing your Net Revenue from the preceding calendar month, along with your calculated Royalty Fee, Fund Contribution, and other information that we reasonably require (the "Net Revenue Report") on or before the 5th of each month. We may also require you to use a Computer System and/or related software that provide us with automatic access to such Net Revenue Reports.

3. **Definition of Net Revenue.** "Net Revenue" means the revenue generated by your Franchised Business, including all revenue generated from the sale and provision of Approved Products and Approved Services and any and all gift cards at or through your Franchised Business and all proceeds from any business interruption insurance related to the non-operation of your Franchised Business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. "Net Revenue" does not include (a) tips received by Business personnel and not collected

by the Franchised Business, (b) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any client of the Franchised Business that is (i) credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Approved Services, and (ii) otherwise afforded in compliance with our System standards and Manuals.

4. **Brand Fund Contribution.** We have established a brand development fund designed to market and otherwise develop the brand, Proprietary Marks, System, Businesses and/or Approved Services (the "Fund"). You will be required to make a Fund Contribution as described more fully above. The Fund may be used for (among other things) product and technology development; signage; creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the internet; social media; administration expenses; brand/image campaigns; media; national, regional and other marketing programs; activities to promote current and/or future Businesses; agency and consulting services; research; and any expenses approved by us and associated with your Business. We have sole discretion over all matters relating to the Fund.

5. **Local Advertising Requirement.** As of the Issue Date, we expect that a portion of these funds will be paid to supplier we designate or that you propose and we approve (each, an "Approved Supplier"), but we may: (i) designate our affiliate or ourselves as an Approved Supplier for certain of the materials/services you will be required to expend all or some portion of your Local Advertising Requirement funds on; and (ii) upon written notice, require you to provide us with copies of all invoices and other documentation necessary to demonstrate you are expending the Local Advertising Requirement each month in accordance with our then-current System directives.

6. **Right to Inspect/Audit.** We have the right to inspect your books and other financial information associated with your Franchised Business during the term of the Franchise Agreement. If we conduct an audit and it reveals that you have underreported your Net Revenue by two percent (2%) or more, than we may require you to (a) pay the costs we incur in connection with conducting the audit of your Franchised Business (including any fees paid to auditors and/or attorneys), and/or (b) provide us with annual audited financial statements regarding the operation of your Franchised Business.

7. **Interest on Late Payments.** Interest begins to accrue on the due date of any payment that has not been timely received or is not paid in full. In California, at the time of issuance, the highest permitted interest rate is 10% per annum.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

A. YOUR ESTIMATED INITIAL INVESTMENT – SINGLE TERRITORY

Type of Expenditure	Amount (Low Estimate)	Amount (High Estimate)	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[1]	$60,000	$60,000	Lump sum	At signing of Franchise Agreement	Us
Start-Up Business Expenses[2]	$12,500	$12,500	As arranged	At signing of Franchise Agreement	Us
On-Site Initial Training Fee[3]	$5,000	$5,000	As arranged	At signing of Franchise Agreement	Us
Business Management System[4]	$9,500	$9,500	As arranged	At signing of Franchise Agreement	Us
Technology Fee (4 Months)[5]	$4,000	$4,000	As arranged	As arranged	Us
Digital Marketing and Advertising Management Fee (4 Months)[6]	$4,000	$4,000	As arranged	As arranged	Us
Pre-Opening Project Management Support Fee[7]	$5,000	$5,000	As arranged	As arranged	Us
Costs and Expenses Associated with Initial Training[8]	$1,000	$3,000	As arranged	As arranged	Third-Party Providers
Start Up Tools[9]	$250	$500	As arranged	As arranged	Third-Party Providers
Storage Unit/Center[10]	$1,500	$3,000	As arranged	As arranged	Third-Party Providers
Real Estate Deposits[11]	$0	$6,000	As arranged	As arranged	Landlord
Rent (3 Months)[11]	$0	$6,000	As arranged	As arranged	Landlord
Leasehold Improvements[12]	$0	$5,000	As arranged	As arranged	Third-Party Landlord/Lessor
Furniture, Fixtures, Equipment[13]	$0	$5,000	As arranged	As incurred	Third-Party Provider
Professional Fees[14]	$2,000	$5,000	As arranged	As arranged	Professional Service Providers
Sales Center Support Fee (4 Months)[15]	$1,600	$1,600	As arranged	As arranged	Third-Party Provider
Go To Market Launch – Social/Digital (4 Months)[16]	$30,000	$45,000	As arranged	As agreed	Third-Party Suppliers
Go to Market Launch – Other (4 Months)[17]	$15,000	$30,000	As arranged	As arranged	Third-Party Suppliers
Approved Vehicle (Financed)[18]	$5,000	$10,000	As incurred	As incurred	Third-Party Supplier
Office Expenses	$250	$750	As incurred	As incurred	Third-Party Supplier
Insurance (3 Months)	$300	$3,000	As arranged	As arranged	Third-Party Supplier
Business Licenses and Permits	$0	$1,500	As arranged	As arranged	Various Third Parties

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Computer Equipment[19]	$0	$1,500	As incurred	As incurred	Approved Supplier and/or Third-Party Suppliers
Additional Funds – 3 Months[20]	$20,000	$40,000	As incurred	As incurred	Various Third-Parties (personnel, us, Approved Supplier(s), third parties)
TOTAL ESTIMATED INVESTMENT RANGE[21]	**$176,900**	**$266,850**			

Explanatory Notes to Item 7:

Generally. Unless negotiated with a third-party, non-affiliated supplier, all payments disclosed in this Item are non-refundable. Please note that the estimates above are, in part, based on (a) our management team's experience in establishing and operating businesses of the kind offered under this disclosure document, (b) estimates we have received from our Approved Suppliers and certain other third-party suppliers, and (c) the experience of certain of our business advisors in working with franchise brands that have a business with a similar footprint and/or business concept as the Franchised Business offered in this disclosure document. Our standard franchise offering assumes that a System franchisee will timely open and commence operation of the Franchised Business within the time period set forth in Item 11 of the FDD and open before the "Rent Commencement Date" or comparable date under the terms of the lease agreement.

1. **Initial Franchise Fee**. The Initial Franchise Fee is payable upon execution of the Franchise Agreement, is deemed fully earned and is not refundable upon payment.

2. **Start-Up Business Expenses**. Your start-up business expenses include: product samples from preferred manufacturers, initial inventory of tools, one (1) tablet, vehicle wrap, business cards, brochures/promotional materials and branded apparel.

3. **On-Site Initial Training Fee.** The On-Site Initial Training Fee is paid to help defray part of the costs and expenses that we incur in connection with providing you (and, if applicable, your Designated Manager or other initial management) with the on-site portion of our Initial Training Program, as detailed more fully in Item 11 of this Disclosure Document.

4. **Business Management System**. This estimate above covers the one-time fee that we charge to help defray our costs and expenses for the development and integration of business intelligence and other technology tools for the optimal performance of your Franchised Business.

5. **Technology Fee (4 Months)**. This estimate covers four (4) months of the Technology Fee that you pay to us, including during the one-month period prior to the opening of your Franchised Business and during the initial three months of operation of the Franchised Business.

6. **Digital Marketing and Advertising Management Fee (4 Months)**. We commence the collection of the Digital Marketing and Advertising Management Fee one (1) month prior to the opening of your Franchised Business. The estimate above covers such pre-opening period and the initial three-month period of operations of your Franchised Business.

7. **Pre-Opening Project Management Support Fee**. This range is designed to cover the amounts that you must pay to us to provide assistance in connection with the various pre-opening obligations

you will be required to undertake from the time you sign the Franchise Agreement through the date you have your grand opening

8. **Costs and Expenses Associated with Initial Training Program**. The estimated range for the costs and expenses associated with attending the portion of the Initial Training Program that takes place at our corporate headquarters and/or corporate training facility is designed to cover the travel, lodging and meals associated with one to two individuals attending such pre-opening training.

9. **Start Up Tools**. Prior to opening, you must purchase certain tools for use in the operation of the Franchised Business, including but not limited to a laser measure and extension pole.

10. **Storage Unit/Center**. During the initial period of operations of your Franchised Business, we expect you will secure a storage unit of approximately 300 to 500 square feet, to be used primarily for storage of tools, materials, and initial inventory.

11. **Real Estate Deposits; Rent (3 Months)**. Under our standard franchise offering, you may launch and commence operations of your Franchised Business with a storage unit/center (see Footnote 9). You may eventually elect to rent a small warehouse/light industrial-type space of between approximately 1,000 to 1,500 square feet for the operation of your business. If you do so, such space will typically be utilized primarily for shipping and receiving and will not be consumer-facing. We do not require you to purchase or lease a warehouse or a larger "showroom" or consumer-facing premises; if you elect to do so, your costs will be higher. The low end of these estimates assume that you will open your Franchised Business and forego renting a small warehouse/light-industrial space during the business's initial period of operations. Actual deposit amounts may vary depending upon landlord requirements. These estimates are based on our management team's experience and the experience of our affiliate in operating a similar business under the System.

12. **Leasehold Improvements**. The range above estimates the amounts you may incur in connection with the buildout/improvement of the interior of your warehouse/industrial space. The low end assumes that you will elect not to make any such improvements, or that no such improvements are needed, while the high end assumes you will make certain adjustments to the interior of your space.

13. **Furniture, Fixtures, and Equipment**. This range is intended to cover the estimated costs for certain fixtures, furniture and equipment you may elect to purchase and use in connection with the development of the Franchised Business.

14. **Professional Fees**. You may need the assistance of an attorney, accountant, or other professional advisors to assist in establishing your Franchised Business. These fees may vary depending upon the prevailing local rate of such professionals' fees. These fees are typically not refundable.

15. **Sales Center Support Fee (4 Months)**. The Sales Center Support Fee is described in more detail in Item 6.

16. **Go-to-Market Launch – Social/Digital (4 Months).** The estimate above accounts for certain social media and digital marketing expenses you will incur during the initial 4-month period of operations of your Franchised Business, including for social media and digital lead generation. The low end of this estimate is the minimum amount you must expend on such services, while the high end of this estimate represents the estimated cost for such services in

more expensive media markets, such as major metropolitan areas. These amounts are paid to our approved third-party provider(s).

17. **Go to Market Launch – Other (4 Months).** The estimate above accounts for certain additional opening marketing and promotional expenses you will incur during the initial 4-month period of operations of your Franchised Business, including for (a) print advertising, (b) local search engine optimization, (c) local content creation, (d) local public relations, and (e) general business development services. The low end of this estimate is the minimum amount you must expend on such services, while the high end of this estimate represents the estimated cost for such services in more expensive media markets, such as major metropolitan areas. These amounts are paid to our approved third-party provider(s).

18. **Approved Vehicle (Financed)**. Our standard franchise offering assumes that you will lease the required vehicle for your franchise operations, though you may elect to purchase a vehicle. The estimate above is for the lease of one (1) approved vehicle, with financing. If you lease your vehicle, the actual amount you pay under the lease will vary depending on the vehicle itself, your creditworthiness, the prevailing interest rate, and other factors. If you elect to purchase your vehicle outright (which we do not require under the Franchise Agreement), your costs will be higher.

19. **Computer Equipment.** This range is intended to cover the costs associated with initially acquiring the Computer System hardware necessary to establish the Franchised Business.

20. **Additional Funds**. You will need capital to support ongoing expenses, such as vehicle and equipment lease payments, inventory costs, Royalty Fees, and advertising and marketing fees, if these costs are not covered by sales revenue for your first three months of operation. Our low-end initial estimate assumes that you have high initial sales and that you do not hire any other individuals to work for you, and our high-end estimate assumes that you hire one additional person during this start-up period. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.

21. **Total**. We relied upon our affiliate's experience in operating similar businesses when preparing these figures. Your actual costs may vary greatly and will depend on factors such as your management skill, experience and business acumen; local economic conditions; the local market for Approved Products and Services; seasonal variation; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These amounts do not include any estimates for debt service. These are only estimates and your costs may vary based on actual market costs in your area.

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B. YOUR ESTIMATED INITIAL INVESTMENT – MULTIPLE TERRITORIES

TYPE OF EXPENDITURE	TERRITORIES	AMOUNT	METHOD OF PAYMENT	TIME OF PAYMENT	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee[2]	2	$110,000	Lump Sum	Upon execution of the Franchise Agreement	Us
	3	$150,000			
	4	$180,000			
	5	$200,000			
Initial Investment to Open Franchised Business[3]		$116,900 - $206,850	See Item 7, Chart A		
Total[4]	**2**	**$226,900 - $316,850**	This is the total estimated initial investment to enter into a Franchise Agreement for the right to develop a Franchised Business in multiple Territories.		
	3	**$266,900 - $356,850**			
	4	**$296,900 - $386,850**			
	5	**$316,900 - $406,850**			

Explanatory Notes:

1. **Generally.** The estimates set forth in this Chart 7(B) assume that you have acquired the right to operate the Franchised Business in multiple Territories. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.

2. **Initial Franchise Fee.** The Initial Franchise Fee will vary based on the number of Territories in which we grant you the right to operate, as described more fully in Item 5 of this Disclosure Document.

3. **Initial Investment for Your Franchised Business.** This figure represents the total estimated initial investment required to open your Franchised Business under the Franchise Agreement. This range includes all the estimated fees set forth in Chart 7(A), except for the Initial Franchise Fee, which will vary depending upon the number of Territories in which your Franchised Business will operate.

4. **Total**. This total estimate set forth in Chart 7(B) above encompasses the investment you might incur in connection with signing a Franchise Agreement to operate the Franchised Business in multiple Territories, as well as the total investment to open and commence operations of your Franchised Business in such Territories.

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ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformance with the methods, standards and specifications of our System, which we prescribe in our Manuals or otherwise in writing or through other means of communication, including during the Initial Training Program. We may periodically change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Services

You may only market, offer, sell and provide the Approved Products and Approved Services from your Franchised Business in a manner that meets our System standards and specifications. We will provide you with a list of our then-current Approved Products and Approved Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any service in your Franchised Business other than our Approved Products and Approved Services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Approved Suppliers

We have the right to require you to purchase or lease any items or services necessary to operate your Franchised Business, including but not limited to equipment, fixtures, and inventory from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Operations Manual or otherwise in writing, and we may update or modify this list as we deem appropriate.

As of the issuance date of this Disclosure Document, we have Approved Suppliers for certain equipment, products, inventory, and software, as well as ongoing marketing services including online advertising. Currently, you must purchase all products and inventory in connection with your Franchised Business from us or our affiliate, Premier Blinds and Shades. You must also purchase the licenses for the required software from us. Before you open for business, you must purchase and maintain the minimum insurance coverage that we specify in writing, and we reserve the right to require additional types of insurance and increased coverages in the future. We reserve the right to negotiate purchase agreements with suppliers for the benefit of franchisees, but do not currently do so.

Our founder and CEO, George Huizinga, owns an interest in Premier and in RBM, our affiliate suppliers of inventory/equipment and media buying/marketing, respectively. Except as otherwise disclosed, none of our officers own an interest in any of our Approved Suppliers.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business other than the Approved Services; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using the non-approved product or offering the non-approved service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies, or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 30 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (but are not required to) make it available to you upon request. Each supplier that we approve must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we incur any costs in connection with testing a particular product or evaluating an unapproved supplier at your request, you must reimburse us for our reasonable testing costs, regardless of whether we subsequently approve the item or supplier. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Proprietary Marks. The revocation of a previously approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Required Purchases and Right to Derive Revenue

We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, may range from 85% to 95% of the costs of establishing your Franchised Business, and approximately 70% to 95% of the total cost of operating your Franchised Business after that time. We may designate sources, including affiliated entities, for additional goods and services in the future. If we designate sources for additional goods and services, we may receive revenue, rebates, commissions or other material consideration from franchisee purchases.

We and/or our affiliates may derive revenue and/or other material consideration as a result of required purchases or leases by you, including, without limitation, for purchases made in accordance with specifications or standards required by us, or from suppliers approved by us. As of the issuance date, except as noted above, there are no goods or services required in the operation of the Franchised Business for which we or persons affiliated with us are the only approved suppliers.

Under some circumstances, we may derive income in the form of rebates or marketing allowances paid to us by certain approved vendors or distributors, which you must use. These rebates or marketing allowances may be used to purchase certain marketing, promotion, and creative services for the benefit of the System network.

We were formed in 2026 and first commenced offering franchises as of the issuance date of this disclosure document; accordingly, neither us nor our affiliates have derived any revenue on account of franchisee's required purchases.

Franchisee Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other areas of this Disclosure Document

Obligation	Section in the Franchise Agreement	Item in this Disclosure Document
a. Site selection and acquisition/lease	Sections 2(B), 2(C), 5(E), and 6(A) and Exhibit A	Items 11 and 12
b. Pre-opening purchases/leases	Sections 6(B), 6(G), 6(I) and 6(J)	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 6(C), 6(D) and 6(E)	Items 6, 7 and 11
d. Initial and ongoing training	Sections 5(A), 5(B), 5(C) and 5(G)	Items 6, 7 and 11
e. Opening	Section 6(B) and 6(C)	Items 7 and 11
f. Fees	Section 4(A)	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Sections 5(D), 6 and 8	Items 8 and 16
h. Trademarks and proprietary information	Section 7	Items 13 and 14
i. Restrictions on products/services offered	Sections 6(F), 6(J), 6(K), 6(L) and 6(S)	Items 8 and 16
j. Warranty and customer service requirements	Section 6(T)	Item 16
k. Territorial development and sales quotas	Sections 2(C)	Item 12
l. Ongoing product/service purchases	Sections 6(H), 6(K), 6(I) and 6(J)	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 3(B)(7) and 6(G)	Items 6 and 17
n. Insurance	Section 11	Items 6, 7 and 8
o. Advertising	Sections 5(F), 5(H) and 9	Items 6, 7 and 11
p. Indemnification	Sections 7(M) and 12(C)	Item 6
q. Owner's participation/ management/ staffing	Sections 6(V) and 6(Y)	Item 15
r. Records and reports	Sections 4(D) and 10	Item 11
s. Inspections and audits	Sections 5(L), 6(B), 6(J) 6(Q), 6(U), and10(B)	Items 6, 11 and 13
t. Transfer	Section 13	Item 17

Obligation	Section in the Franchise Agreement	Item in this Disclosure Document
u. Renewal	Section 3(B)	Item 17
v. Post-termination obligations	Sections 14(B) and 16	Item 17
w. Non-competition covenants	Section 14	Item 17
x. Dispute resolution	Section 21	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We will not guarantee your note, lease, or other obligations.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

A. Pre-Opening Obligations

Prior to the opening of your Franchised Business, we (or our designee) will, as applicable, provide you with the following assistance:

1. We will define your Territory and approve the location from which you will operate the Franchised Business (the "Approved Location"). (Franchise Agreement, Sections 2(B) and 5(E)).

2. We will provide you with online access to, or otherwise loan you, one (1) copy of our confidential and proprietary Operations Manual. You must operate your Franchised Business in accordance with the Operations Manual and all applicable laws and regulations. The Operations Manual may be amended or modified by us to reflect changes in the System. You must keep the Operations Manual confidential and current, and you may not copy any part of the Operations Manual. The table of contents from our Operations Manual is attached to this Disclosure Document as Exhibit B and includes approximately 260 pages (Franchise Agreement, Sections 5(D) and 6(N));

3. We will provide you with a list of our Required Items and Approved Suppliers (to the extent we have designated them), either as part of our proprietary Operations Manual or otherwise in writing (Franchise Agreement, Section 5(D));

4. We will provide you with guidance and/or directives in connection with how to expend the required funds associated with the promotion and advertisement of the initial launch of your Franchised Business. (Franchise Agreement, Section 5(G)); and

5. We will provide you with our initial training program that covers material aspects of the operation of the franchised business (the "Initial Training Program"). (Franchise Agreement, Section 5(A)).

B. Initial Training Program and Other Training

Initial Training Program

Before you may open your Franchised Business you must complete to our satisfaction the Initial Training Program. The topics covered are listed in the chart below. Portions of the Initial Training Program are provided remotely via LMS and at our corporate training location in the Indianapolis, Indiana area, or another location we designate. Our Initial Training Program will be offered at various times during the year depending on the number of new franchisees entering the System, other personnel needing training, and the timing of the scheduled openings of franchises. The instructional materials used in the Initial Training Program consist of our Operations Manual, marketing and promotional materials, and any other materials that we believe will be beneficial to our franchisees in the training process.

You and your Designated Manager (if applicable) must attend and complete the Initial Training Program prior to you opening the Franchised Business. (Franchise Agreement, Sections 5(A)). We will determine whether everyone has satisfactorily completed initial training. If an individual does not satisfactorily complete the Initial Training Program or if we determine that this person cannot satisfactorily complete the Initial Training Program, you must designate a replacement to satisfactorily complete the training before you will be permitted to open.

We expect that attendees will advance through the training program at different rates depending on a variety of factors including background and experience. The time frames set forth in the chart are an estimate of the time it will take to complete training and the number of hours required may vary based on (a) the experience of the trainee at issue, and (b) the schedules and availability of our training staff. Initial training must be completed to our satisfaction prior to the scheduled or contemplated opening of your Franchised Business. We do not charge any tuition or training fee for up to two (2) individuals to attend the Initial Training Program, provided both individuals attend at the components that are provided at our headquarters or other designated training facility at the same time prior to the opening of your Franchised Business. You will be responsible for all costs and expenses associated with you and your personnel attending initial training, as well as any other ongoing training that we or any third-party provides once your Franchised Business is open.

Either you and/or your Designated Manager who has completed the initial training must be the individual(s) that provide the Approved Services to the clientele of the Franchised Business. If you are not approved to train your additional personnel, they may be trained by us and you will be required to pay our then-current fee.

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Phase I • Welcome Call • Business Formation • IT Setup and Processes • Finance • Securing a Location • Ops Manual Review • Insurance 101 • Accounting and Payroll • Recruiting	9.5	--	Remote, via LMS and Coaching Sessions

• Onboarding Calls			
Phase II • New Owner Workbook • Vehicle Procurement • Performance Management • Windows 101 • Product Measuring • Zinga's Product Knowledge • CRM Training • Financing Options • Safety • Sales Center Overview • <u>Marketing</u> • Support Overview • Vendors • Pre-Launch Strategy • Reputation Management • Social Media and Digital Presence • Economics and Paid Lead Impact • Call Handling and Lead Flow • In-Home Review Generation • Referral Systems • 90-Day Launch Expectations • CRM Discipline and KPI Mastery • <u>Sales</u> • 5-Step Sales Process • Local Partnerships and Community Growth • Canvassing • Customer Service Standards • Differentiators • Salesperson Pipeline • Quoting	35	0	Remote, via LMS and Coaching Sessions
Phase III • Introduction to Zinga's • Marketing Q&A • QuickBooks • Product Knowledge Overview • Measuring 101 • Quoting, Part II • Sales Process Demo • Vendor Presentations • Sales Process Role-Playing	--	29.5	Our designated training location in the Indianapolis, Indiana area, or another training location we designate.

• Install Role Playing • CRM Live Account Setup			
TOTAL	**44.5**	**29.5**	

You and your Designated Manager (if applicable) must attend and complete the Initial Training Program. The technical elements of the Initial Training Program are supervised by Corey Woods, our Vice President of Installation and the Vice President of Installation at our affiliate since 2021. Portions of the Initial Training may Program may also be provided by Morgan Booher and Amanda Rudyj, our Vice President of Sales and Senior Director of Customer Acquisitions, respectively. We may add or substitute trainers for all or any portion of the Initial Training Program, but each of our trainers will have at least one year of experience in the subjects taught.

On-Site Initial Training and Additional Training

We will provide you with up to five (5) days of on-site training at your location as part of our Initial Training Program ("On-Site Training"), subject to your payment to us of the On-Site Initial Training Fee. You must also reimburse us for all expenses we incur in providing this assistance. We may offer remedial training and assistance on an as-needed basis. For any remedial training or replacement personnel training, you must pay our then-current training fee and reimburse all costs for the services of our trainer, all travel-related expenses, such as transportation, meals and lodging.

C. Typical Length of Time Before Operation

Except as provided in this Item, you must open and commence operations of your Franchised Business within six (6) months of the date you execute your Franchise Agreement. We estimate that it will take between two to five months to open your Franchised Business from the time you execute your Franchise Agreement. Your total timeframe may be shorter or longer depending on the time necessary to obtain an Approved Vehicle, to obtain the applicable permits and licenses for operation of the Franchised Business, to complete our Initial Training Program, and to complete preparation for operating the Franchised Business, including purchasing any inventory or supplies needed prior to opening. If you do not open or operate your Franchised Business within this six-month period, then we may terminate your Franchise Agreement (unless we agree to extend your opening deadline in a writing signed by both parties) (Franchise Agreement, Section 6(B)).

D. Post-Opening Obligations

After the opening of your Franchised Business, we (or our designee) will or may, as applicable, provide you with the following assistance:

1. We may offer and require you and your management to attend additional training programs and/or refresher courses, as we deem necessary in our sole discretion ("Additional Training"). You will also be solely responsible for all expenses incurred in attending Additional Training. We may also provide remedial training to you if you are in default of your Franchise Agreement or if your required trainees fail to complete any Additional Training as described more fully in Item 6 of this Disclosure Document ("Remedial Training"), and we reserve the right to charge you our then-current Training Fee in connection with such Remedial Training. For both Additional Training and Remedial Training, you will be responsible for all expenses incurred in connection with you and your personnel attending. Additionally, if we provide any Additional Training or Remedial Training at your Approved Location, we may require you to pay us our then-current training fee for such training. (Franchise Agreement, Section 5(C));

2. We may provide you with continuing consultation and advice, as we deem necessary in our sole discretion, regarding the management and operation of the Franchised Business. We may provide this assistance by telephone, videoconference, or any other communication channel, as we deem advisable and subject to the availability of our personnel. Certain of this advice and consultation may be provided based on certain reports, guest satisfaction surveys and other brand quality measurements we impose in connection with the operation of your Franchised Business, and such advice/consultation will be subject to your timely provision of any reports we require you to submit. (Franchise Agreement, Section 5(G));

3. We will approve or deny any advertising/marketing materials you wish to use in connection with your Franchised Business as described more fully below in this Item 11 under the heading "Advertising and Marketing." (Franchise Agreement, Section 5(H));

4. We will list the contact information of the Franchised Business on our Website, provided you are not in material default of your Franchise Agreement. (Franchise Agreement, Section 5(I));

5. We will, as we deem appropriate, conduct inspections and/or audits of the Franchised Business and, upon 48 hours' notice, of the Premises and/or Approved Vehicle(s) to ensure that you are operating the Franchised Business in compliance with the terms of the Franchise Agreement, the Operations Manual and the System standards and specifications. (Franchise Agreement, Section 5(L));

6. We will approve or disapprove your requests to: (i) purchase and/or offer non-approved products or services in connection with the Franchised Business; and (ii) make Required Purchases from suppliers other than our then-current Approved Suppliers. (Franchise Agreement, Section 6(K));

7. We or our designee will administer and maintain the Fund (as defined below) for the benefit of the System, as we deem necessary in our sole discretion. (Franchise Agreement, Sections 5(M) and 9(E));

8. We may schedule and hold a franchise convention, as we deem advisable in our sole discretion, to discuss the current state of the System, improvements to the System, hold discussion forums for System franchisees and recognize certain franchisees. In the event we schedule a conference, we may require you to attend for up to five (5) days each year. You will be responsible for the costs and expenses you incur in connection with any franchise convention. (Franchise Agreement, Section 5(Q)); and

E. <u>Advertising and Promotion</u>

1. Beginning in your fourth (4^{th}) month of operation, you must spend a minimum amount each month on the local advertising and promotion of your Franchised Business within your Territory (the "Local Advertising Requirement," or "LAR"). Your minimum LAR depends upon how long your business has been open and is calculated as follows:

Months 4-12	The greater of (a) 11% of Net Revenue, or (b) $6,500 per month.
Months 13-24	The greater of (a) 7% of Net Revenue, or (b) $5,000 per month.
Months 25 – Duration of Term	The greater of (a) 4% of Net Revenue, or (b) $3,500 per month.

In addition to the Local Advertising Requirement, which is expended with third parties, you must pay to us $1,000 per month as your "Digital Marketing and Advertising Management Fee." We reserve the right to forward your Digital Marketing and Advertising Management Fee payments to a third-party to manage the local advertising on your behalf. We will approve the marketing and advertising plan and its creative execution on a periodic basis, as we deem necessary in our discretion. (Franchise Agreement, Section 9 (D)).

2. As part of our System, you are required to contribute to our Brand Development Fund (or "Fund") each month in an amount equal to the greater of (a) 1% of the monthly Net Revenue of your Franchised Business from the preceding reporting period, or (b) the applicable Minimum Fund Contribution described in Item 6 (the "Brand Fund Contribution").

We will administer and use the Fund to meet certain costs related to maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System. We will designate all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may also be used to cover the costs and fees associated with: preparing and producing video, audio, and written materials and electronic media; website maintenance and development, internet advertising, administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, website, radio and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may be used for advertising materials/campaigns in printed materials or on radio or television for local, regional or national circulation, internet regional or national advertising, as we deem appropriate in our discretion. We and/or a regional or national advertising agency may be used to produce all advertising and marketing. (Franchise Agreement, Section 9(E)).

Contributions to the Fund may be commingled with our general operating funds and may be deemed our asset, subject to our obligation to expend the monies from the Fund in accordance with the these disclosures, but we will not use the Fund for any of our general operating expenses, except to compensate us for the reasonable salaries, administrative costs, third-party costs, travel expenses and overhead we incur in administering the Fund and its programs, including conducting market research, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund contributions. We do not owe you fiduciary obligations because of our maintaining, directing or administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use interest earned from Fund contributions to pay costs before spending the Fund's other assets. We will not use Fund contributions for advertising that principally is a solicitation for the sale of franchises, except that we may use/display the phrase "Franchises Available" on any and all advertising/marketing that is covered by the Fund. We will prepare an unaudited, annual statement of Fund collections and expenditures within 120 days of the end of each calendar year and give

it to you upon written request. We may incorporate the Fund or operate it through a separate entity if we deem appropriate. Any affiliate-owned Franchised Businesses (if and when established) may contribute to the Fund but have no obligation to do so.

We are not required to spend any of your Fund Contributions in the Territory. We are not required to have the Fund audited, but we may do so and use the Fund Contributions to pay for such an audit. If we do not spend all Fund Contributions in a given year, we may rollover any excess contributions into the Fund for use during the following year. We will have the right to modify or discontinue the Fund, as we deem appropriate in our sole discretion. (Franchise Agreement, Section 9(E)). We did not collect any Fund Contributions in 2025.

3. Cooperatives and Advertising Councils. Although we are not obligated to do so, we may create a cooperative advertising program for the benefit of all System franchises located within a particular region. We will determine the geographic territory and market areas for each cooperative advertising program. You must participate in any cooperative advertising program established in your region. We may also establish a council to provide advice and guidance regarding the administration of the Fund and various other advertising/marketing matters (an "Advertising Council"). (Franchise Agreement, Sections 9(F) and 9(H)).

4. Pre-Opening Project Management Support Fee. Prior to opening, you must pay to us the amount of $5,000 as your Pre-Opening Project Management Support Fee. You may choose to spend more on the grand opening of your Franchised Business and during the initial period of operation. Factors that may affect your decision on the actual amount to spend includes local media cost, location of the franchised business, time of year and customer demographics in the surrounding area. The Pre-Opening Project Management Support Fee is not refundable. We may provide you with guidance with respect to conducting these activities, as we deem appropriate in our discretion, and we will review and approve the materials you use as part of your grand opening marketing. ((Franchise Agreement, Section 9(C)).

5. Local Listings. You must list the telephone number for the franchised business in your local business directory as we may specify from time to time. You must place the listings together with other franchised businesses operating within the distribution area of the directories. (Franchise Agreement, Section 9(D)). For further information about your costs, see Item 6 of this disclosure document.

F. Computer System

You must purchase and use any hardware and software programs we require. We require that you have an iPhone/iPad tablet that is capable of running our required proprietary software to provide estimates. Each one of your installers will need its own device, but currently the technology fee does not increase for additional installers. The technology fee is $1,000 per month, and we reserve the right to increase the technology fee by up to 10% per year. We estimate the cost of the hardware to be approximately $0 to $1,500, with the low end assuming you already have computer hardware suitable for use in the operation of the Franchised Business. From time to time, you may have to update or upgrade your computer hardware and/or software. We may introduce new requirements for computer systems during the term of the Franchise Agreement. We estimate that you may spend approximately $500 to $1,000 annually on maintenance and support contracts for your computer system, which includes any upgrades.

We have the right to independently access all information you collect or compile at any time without first notifying you.

We may establish and maintain a website portal or other intranet for use by you and other franchisees (the "Web Portal"), where we may post content that will automatically become part of, and constitute a supplement to, the Operations Manual, all of which you must strictly comply with promptly after such content is posted or otherwise listed on the Web Portal. (Franchise Agreement, Sections 5(D)).

G. Website and Internet Use

Except as approved in advance in writing by us, you must not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Franchised Business, including any profile on all major social media and video sharing platforms. Any such Internet website or presence is considered "advertising" and must be approved by us prior to use, as described in this Item. If we do permit you to establish one or more of the above presences on the Internet, you must: (i) establish and operate your website in accordance with System standards and any other policies we designate in the Operations Manual or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify such site(s). (Franchise Agreement, Section 9(G)).

We have the right to establish and maintain a website, that may, without limitation, promote the Proprietary Marks and/or the System (the "Website"), including the contact information of your Franchised Business. We agree to establish an interior page on our corporate website to display the Premises and contact information associated with the Franchised Business for so long as (i) the Franchised Business is open and actively operating, and (ii) the Franchise Agreement governing that Franchised Business is not subject to termination. (Franchise Agreement, Section 9(G)). We have sole control over all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We also have the right to discontinue operation of the Website at any time without notice to you. We have the right to modify our policies regarding your use of social media and Internet websites in connection with your Franchised Business as we deem necessary or appropriate in the best interest of the System. We (or our affiliate) are the sole registrant of the Internet domain name www.zingashome.com, as well as any other domain names that we or our affiliates register in the future. You must not register any Internet domain name that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words.

ITEM 12
TERRITORY

You will operate from one site located in your Territory (defined below) and you may not relocate the Franchised Business without our prior written consent, which we will not unreasonably withhold, provided: (i) you secure an alternate location for the Franchised Business within the Territory (as defined below); and (ii) you reimburse us for the reasonable costs and expenses that we incur in connection with evaluating and approving the proposed relocation. If you can no longer use the location due to circumstances beyond your control, including unreasonable lease terms or destruction of the premises, we will not unreasonably withhold our written consent to relocate.

Franchise Agreement: Territory

You will typically receive a territory comprised of a defined geographic area, which may be outlined by metropolitan statistical areas (MSAs), counties, zip codes, or other boundaries (the "Territory"), and will typically contain less than 100,000 qualified households (the "Qualified Household Limit"), but

we do not guarantee any minimum territory size. "Qualified households" are households with an average household income of $75,000 or greater. We have the exclusive right to determine the boundaries of your Territory in our sole discretion. Your Territory cannot be modified except by mutual written agreement signed by both parties. If you are granted a Territory in excess of the Qualified Household Limit of 100,000 qualified households, then you must pay us an Additional Qualified Household Fee equal to Sixty Cents ($0.60) per Qualified Household in the Territory in excess of the Qualified Household Limit. In any event, a single Territory may not contain more than 200,000 qualified households.

You may not solicit or advertise for customers outside of your Territory, including soliciting or advertising within the Territory of another franchisee without that franchisee's express consent, or soliciting or advertising on the Internet without our consent. However, if you receive a direct referral for a customer located in another Territory from one of your existing or past customers or from one of your existing trade relationships, you may service such customers in accordance with the extra-territorial service requirements set forth in our Manual. Other System franchisees may service customers in your Territory if such franchisee had a direct referral from one of its own existing or past customers or from one of its existing trade relationships. Other than as described above, you may not solicit or accept orders from customers located outside your Territory. If you receive a service request from a customer located in another franchisee's Territory, you must refer such customer to the other franchisee or to us.

You must secure at least one (1) Vehicle per salesperson, and one (1) Vehicle per installation crew (if such installation crewmembers are employees, and not contractors) in order to open and operate the Franchised Business, regardless of the number of Territories in which the Franchised Business is operated.

Subject to the rights reserved below, and for so long as you are in compliance with the terms of your Franchise Agreement, we will not open or locate, or license any third party the right to open or locate, any other System business that operates under the Marks from a physical location within your Territory. We may establish alternate channels of distribution selling similar services and products, including e-commerce, Internet, mail order or catalogs. We are not required to pay you any compensation for soliciting or accepting orders inside your Territory obtained through these alternative channels of distribution. Although at this time we have no plans to establish other franchises or company-owned or other channels of distribution selling or leasing similar products or services under a different trademark, there is nothing in the Franchise Agreement that prohibits us from doing so and we expressly reserve the right to do so.

Reservation of Rights

You will not receive an exclusive Territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Your rights under the Franchise Agreement do not include: (i) any right to offer any Zinga's product or service via e-commerce; (ii) any right to establish an independent website or to establish a URL incorporating the Proprietary Marks or any variation thereof; (iii) any right to sell System merchandise via wholesale; (iv) any right to otherwise distribute, market, or implement our products and services in any channel of distribution not specifically identified in this Agreement; (v) the right to sub-license the Franchised Business in any fashion; or (vi) the right to sell and or all of your Territory independent of your entire Franchised Business to another person or franchisee without our written permission.

We and our affiliates have the right, in our sole discretion, to: (i) own and operate franchised businesses at any location outside of the Territory under the Proprietary Marks, or to license others the right to own and operate System businesses at any location(s) outside of the Territory under the Proprietary Marks and System; (ii) own and operate businesses under different marks at any locations inside or outside

of your Territory, or license to others the right to own and operate such businesses, under different marks at any locations inside or outside of Territory (such businesses will not primarily provide shading products and installation services); (iii) sell the approved products and services to "National Accounts" regardless of whether the specific National Account location is within the Territory; (iv) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including the sale of any products in wholesale and retail stores, via the Internet, and through mail order catalog, without regard to location; (v) market, promote, sell and distribute products through wholesale or retail channels, including the Internet; and (vi) use the Proprietary Marks and System, and license others to use the Marks and System to engage in any other activities not expressly prohibited in this Agreement. You do not have any of the foregoing rights under your Franchise Agreement, and we are not required to provide you any compensation in connection with conducting any of these activities.

Additional Disclosures

The Franchise Agreement does not provide you with any right or option to open and operate additional Franchised Businesses. You must meet our then-current qualifications for new franchises to qualify to operate in additional Territories.

We have not established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. Neither we nor our affiliates have established, or presently intend to establish, any other franchised or company-owned businesses that sell our Approved Services under a different trade name or trademark, but we reserve the right to do so in the future.

ITEM 13
TRADEMARKS

Under your Franchise Agreement, we will grant you a non-exclusive license to use the Proprietary Marks solely in connection with your Franchised Business and as authorized in your Franchise Agreement, our Manuals or otherwise by us in writing. We currently license you the following Proprietary Marks that are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
ZINGA'S EXPERTLY SHADED	8238722	May 5, 2026	Principal

We also license you the following Proprietary Marks that are pending registration on the Principal Register of the USPTO:

MARK	SERIAL NUMBER	FILING DATE	REGISTER
ZINGA'S	99647295	February 11, 2026	Principal
ZINGA'S	99591891	January 13, 2026	Principal

Our affiliate, EWI, is the owner of the Proprietary Marks, and has licensed us the right to use, and to sub-license the right to use, the Proprietary Marks to our System franchisees pursuant to a perpetual, royalty-free Trademark License Agreement dated May 10, 2026.

We have filed and will continue to file all required affidavits with the USPTO to maintain the registrations for the Proprietary Marks above.

You must strictly comply with our standards, policies, specifications, rules, requirements, and instructions regarding the use of the Proprietary Marks. The goodwill associated with our Proprietary Marks will remain our exclusive property, and you will receive no tangible benefit from our goodwill, except from the operation or possible sale of the Franchised Business during the term of the Franchise Agreement. Any increase in the goodwill associated with our Proprietary Marks during the term of the Franchise Agreement will benefit us. All rights to use our Proprietary Marks will automatically revert to us without cost and without the execution or delivery of any documents, upon the expiration or termination of the Franchise Agreement.

You may not use all or any portion of our Marks as part of your company name and, without our prior written consent, as part of your trade name. You may not modify the Proprietary Marks in any manner, including with words, designs or symbols, except those which we license to you. You may not use our Proprietary Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. During the term of the Franchise Agreement and continuing after the expiration or termination of the Franchise Agreement, neither you nor any of your managers will, directly or indirectly, contest, challenge or assist in the contesting or challenging of, our right, title, ownership, or interest in our Proprietary Marks, trade secrets, methods, procedures, and advertising techniques that are part of our franchise system, or contest our sole right to register, use, or license others to use, our Proprietary Marks, trade secrets, methods, procedures, advertising techniques, and any other mark or name that incorporates the words "Zinga's" or any similar phrase.

As of the issuance date of this Disclosure Document, there is no litigation pending arising out of our Proprietary Marks, and we are not aware of any infringing use of our Proprietary Marks. Presently, there are not any effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, province, territory, or region, or any court adverse to our rights in the Proprietary Marks, nor are there any pending infringement, opposition, cancellation proceedings, or material litigation, involving the Proprietary Marks.

Other than the license agreement with our affiliate discussed above, we are not a party to, or bound by, any agreement that significantly limits our rights to use or license others to use the Registered Mark or any of the other Proprietary Marks in any manner material to the franchise we offer.

You must immediately notify us, in writing, if you become aware of any unauthorized use of our Proprietary Mark or other proprietary information, and you must permit us to participate in any litigation involving you and our Proprietary Marks. We will take the action we think appropriate. While we are not required to defend you against a claim against your use of our Proprietary Marks, we will reimburse you

for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Proprietary Mark, in compliance with the Franchise Agreement and our written directives, so long as you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Proprietary Marks. We will not reimburse you for disputes where we challenge your use of a Proprietary Mark.

You must modify or discontinue the use of a trademark if we modify or discontinue it. If this happens, you will be responsible for your tangible costs of compliance (for example, changing exterior and interior signage, advertisements, and promotional material, etc.). We are not obligated to reimburse you for any loss of revenue attributable to the modified or discontinued mark or for any expenditure you incur to promote a modified or substitute mark.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not have any patents material to the franchise. Although we have not filed an application for a copyright registration for our Manuals or advertising materials, we claim common law copyright in these materials and all other proprietary materials that we and/or our principals develop for use in connection with the System or a Franchised Business. We consider our Manual to be confidential and require you to treat it as confidential. You must tell us when you learn about any unauthorized use of our Manual. We have not filed a patent on our proprietary products.

There are no current determinations, proceedings or litigation involving any of our copyrighted materials. Should you become aware that any unauthorized third party is using any of our copyrighted materials, we request that you notify us of such unauthorized use. We may revise our System and any of our copyrighted materials in our discretion and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing or other business materials.

During the term of the Franchise Agreement, you will receive information which we consider trade secrets and confidential information. You may not, during the term of the Franchise Agreement or any time after that, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any of these trade secrets, copyrighted materials, methods and other techniques and know-how concerning the operation of the Franchised Business. You may divulge such confidential information only to your employees who must have access to it in order to perform their employment obligations.

The Franchise Agreement provides that if you, your employees, or principals develop any inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by you or your employees or agents that are in any way related to the establishment or operation of the Franchised Business (collectively, the "Improvements"), you must disclose those Improvements to us and all such Improvements will automatically and without further action be owned by us without compensation to you (including all intellectual property rights therein). Whenever requested to do so by us, you will execute any and all applications, assignments, or other instruments that we may deem necessary to apply for and obtain intellectual property protection or to otherwise protect our interest therein. These obligations shall continue beyond the termination or expiration of this Agreement. If a court should determine that we cannot automatically own certain of the Improvements that may be developed, then you

hereby agree to grant us a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

We may revise any of our copyrighted materials at our discretion and may require that you cease using any outdated item or portion of the Manuals.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require that you personally participate in the actual operation of your Franchised Business. You, if an individual, and certain persons affiliated with you, are required to attend, and successfully complete to our satisfaction, our training programs (described more fully in Item 11 above), and certain other training programs that we designate provided by third parties. All training must be completed prior to opening the Franchised Business.

Under certain conditions and with our prior approval, we may permit you to appoint a Designated Manager to handle day-to-day management of the Franchised Business. Your Designated Manager must complete all components of our initial training, but we do not require that your manager have an ownership interest in a corporate or partnership franchisee. The Designated Manager will need to be approved by us and will need to sign the form of Confidentiality and Non-Compete Agreement in a form substantially similar to the form attached to your Franchise Agreement. Any Designated Manager, including any replacement manager, must attend and complete all required training before assuming any management responsibility in connection with your Franchised Business.

It is important to note that we are not your employer and that you will have the right to control all decisions related to recruiting, hiring or firing any personnel, including any managers. Please note that nothing in this Disclosure Document or any agreement you enter into with us will create any type of employer or joint employer relationship between (a) you and/or your personnel, and (b) us.

Each person owning an interest in the franchisee (if an entity) and their spouse (as well as the spouse of an individual franchisee) must sign a personal guaranty in the form attached to the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must conduct your business in accordance with our Operations Manual and policies in order to protect our reputation and goodwill and to maintain our high standards of operation under our Proprietary Marks. You must use the premises solely for the operation of the Franchised Business; and must keep the premises open and in normal operation for the hours and days as we may specify in the Manual or as we may otherwise approve in writing.

You are prohibited from offering or selling any products or services not authorized in writing by us. Any and all services you provide to your customers must be provided in accordance with the standards established by us. You may not market outside of your Territory. You are not limited in the customers you may serve from your Franchised Business, but you may not serve customers who reside in the Territory of another System business without obtaining the prior written consent of the owner of the Territory where that customer resides. You are not permitted to distribute System products on a non-retail or wholesale basis without our prior written consent.

We do not impose any other restrictions in the Franchise Agreement as to the customers to whom you may sell. We reserve the right to expand and otherwise modify the Approved Products and/or Approved Services that you may offer and provide through your Franchised Business (through limited trials or otherwise). There is no limit on our right to request expansion of the goods and products offered and you will be required to offer new products and services that we introduce from time to time. We may also discontinue any products or services that we previously approved for your Franchised Business to offer and sell upon providing you with written notice, and you must cease offering any product or service we discontinue immediately upon receiving notice from us.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists important provisions of the franchise agreement. You should read these provisions in the agreements attached to this disclosure document.

Franchise Agreement

Provision	Section in Franchise Agreement	Summary
a. Term of franchise	Section 3(A)	The initial term is for 10 years commencing on the date we sign your Franchise Agreement (the "Effective Date").
b. Renewal or extension of the term	Section 3(B)	You have the right to be considered for two additional (and consecutive) 5-year terms.
c. Requirements for franchisee to renew or extend	Section 3(B)	In order to renew (which means renewing your franchise relationship with us), you must: (i) not have any uncured material defaults under your Franchise Agreement (including any monetary defaults) or any other agreement between you and us, or have received two (2) or more notices of default in the 12-month period preceding renewal; (ii) execute our then-current franchise agreement (which may contain materially different terms and conditions than your original franchise agreement); (iii) pay us a renewal fee; (iv) complete our then-current refresher training course; (v) execute a general release; (vi) re-image, renovate, refurbish and modernize the Approved Vehicles and Franchised Business, and (vii) make request to renew no less than 6 months and no more than 12 months prior to the expiration of the initial term.
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable

Provision	Section in Franchise Agreement	Summary
f. Termination by franchisor with cause	Section 15	We may terminate your Franchise Agreement with cause as described in (g)-(h) of this Item 17 Chart.
g. "Cause" defined – curative defaults	Section 15(B)	Your Franchise Agreement may be terminated based on the following defaults after the applicable cure periods: (i) if you fail to cure any of the following defaults after 10 days' notice: (a) fail to offer only the Approved Services at the Franchised Business; (b) any purchase of any non-approved item or service; (c) failure to purchase any item from the appropriate Approved Supplier(s), and (d) fail to cure any monetary default; (ii) you fail to provide us with access to the Computer System and fail to remedy this default within 48 hours; (iii) you fail, after 15 days' notice, to comply with any applicable law; and (iv) you fail, after 10 days' notice, to obtain any applicable license, certificate, permits, or approval.
	Section 15(C)	Except as provided above and those defaults listed in (h) of this Item 17 Chart, you must cure all other defaults and violations of any provision of your Franchise Agreement or any other agreement with us or our affiliates within 30 days of being provided with notice of your default(s).
h. "Cause" defined – non-curative defaults	Section 15(A)	Your Franchise Agreement may be terminated automatically and without notice from us if: (i) you become insolvent or make a general assignment for the benefit of creditors; (ii) a bankruptcy petition if filed by or against you and not dismissed within 30 days; (iii) a bill in equity or appointment of receivership is filed in connection with you or the Franchised Business; (iv) a receiver or custodian of your assets of property is appointed; (v) a final judgment in the amount of $10,000 or more is entered against you and not satisfied within 60 days (or longer period if we consent); and (vi) you attempt to make an invalid transfer in violation of Section 13 of your Franchise Agreement.
	Section 15(B)	Your Franchise Agreement may be terminated with notice but without an opportunity to cure: (i) if you commit any fraud or misrepresentation in the establishment or operation of the Franchised Business; (ii) if you fail to attend and complete the Initial Training Program; (iii) if you receive 3 or more notices to cure the same or similar defaults within any 12-month period; (iv) you violate the in-term restrictive covenant; (v) you misuse the Property Marks or Confidential Information; (vi) you misuse any proprietary

Provision	Section in Franchise Agreement	Summary
		software; (vii) you default under any other agreement with us, our affiliate(s) or any Approved Supplier and such default is not cured according to such agreement; (viii) you default under your lease; (ix) you fail to open the Franchised Business in the time required; (x) you abandon the Franchised Business; (xi) you are convicted of a felony or other crime that adversely affects the System; (xii) you take for your own personal use the assets or property of the Franchised Business; (xiii) there are insufficient funds in your EFT Account 3 or more times in any 12-month period; (xiv) you commit repeated violates of any applicable laws; or (xv) you on 3 or more occasions, fail to comply with the standards and specifications set forth in the Operations Manual during any 18 month period, whether or not these failures were timely cured.
i. Franchisee's obligations on termination/non-renewal	Section 16	Upon termination or early expiration of the Franchise Agreement, your obligations include: (i) cease ownership and operation of the Franchised Business and cease doing business in a form or manner that may give the general public the impression that you are operating a Franchised Business; (ii) return of the Operations Manual or any other Confidential Information to us; (iii) assign to us all approved services contracts, telephone/fax numbers and domain names; (iv) cease the use of the Proprietary Marks and trade dress; (v) comply with all post-term restrictive covenants; (vi) pay us and our Approved Suppliers any amounts owed; (vii) provide us with written confirmation of compliance with these obligations within 30 days; and (vii) cancel or, at our option, assign us all telephone/facsimile numbers and domain names (if permitted) used in connection with the Franchised Business (as well as all related listings) to us or our designee.
j. Assignment of contract by Franchisor	Section 13(G)	No restriction on our right to assign.
k. "Transfer" by Franchisor - defined	Section 13(A) and Section 13(C)	Includes any transfer of Franchise Agreement, assets of the Franchised Business, or ownership change in you (as the Franchisee).
l. Franchisor's approval of transfer by Franchisee	Section 13(A)	We must approve all transfers, but we will not unreasonably withhold our approval if you meet our conditions.

Provision	Section in Franchise Agreement	Summary
m. Conditions for Franchisor's approval of transfer	Section 13(E)	We have the right to impose the following conditions on any transfer by you: (i) all of your accrued monetary obligations under the Franchise Agreement have been satisfied; (ii) you cure all existing defaults under the Franchise Agreement; (iii) you and your principals must execute a general release; (iv) you or the transferee provides us with a copy of the executed purchase agreement; (v) the transferee must meet our then-current qualifications and criteria for a new franchisee; (vi) the transferee executes our then-current franchise agreement; (vii) you or the transferee pays us a transfer fee; (viii) the transferee satisfactorily completes our Initial Training Program; (ix) you must comply with all post-termination provisions of the Franchise Agreement; (x) the transferee must obtain all permits and licenses required for the continued operation of the Franchised Business; (xi) all applicable lessors consent to the proposed transfer; and (xii) the transfer is made in compliance with all applicable laws.
n. Franchisor's right of first refusal to acquire Franchisee's business	Section 13(D)	If (a) you propose to transfer any of your interest in the Franchise Agreement or Franchised Business or any interest in your lease for the Premises, or (b) your owners propose to transfer any interest in you (if you are an entity), except in certain circumstances (death/disability or transfer from individual franchisee to business entity), then you shall first offer to sell such interest to us on the same terms and conditions as offered by such third party. If we do not exercise this right, then you will have 60 days to effectuate the transfer to the third party that made the offer on those exact terms – if the transfer does not occur or the proposed terms of the offer change in any way, then we will have another 30 days to exercise our right of first refusal.
o. Franchisor's option to purchase Franchisee's business	Section 16(H)	Upon expiration or termination of the Franchise Agreement, we have the option to purchase your assets at net depreciated book value.
p. Franchisee's death or disability	Section 13(B)	You will have a period of 90 days to find a suitable legal representative that we approve to continue the operation of your Franchised Business, provided that person completes our Initial Training Program and signs our then-current franchise agreement for the remainder of your term. During this 90-day period, we may step in and operate the Franchised Business on your behalf and pay ourselves a reasonable amount to reimburse our costs associated with

Provision	Section in Franchise Agreement	Summary
		this operation on your behalf. We are not under any obligation to step in and operate your business during this period.
q. Non-competition covenants during the term of the franchise	Section 14(A)	Neither you, your principals, guarantors, owners or Designated Managers, nor any immediate family member of you, your principals, guarantors, owners or Designated Managers, may: (i) own, operate, or otherwise be involved with, Competing Business (as defined in the Franchise Agreement); (ii) subject to and to the extent permitted by applicable laws where the Franchised Business is located,, employ or seek to employ any of employees or us, our affiliates or any other System franchisee or induce such persons to leave their employment; or (iii) divert, or attempt to divert, any prospective customer to a Competing Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 14(B)(1) Section 14(B)(2)	For a period of two (2) years after the termination/expiration/transfer of your Franchise Agreement, neither you, your principals, guarantors, owners, Designated Managers, nor any immediate family member of you, your principals, guarantors, owners, Designated Managers, may own, operate or otherwise be involved with any business that competes with us and is involved in the licensing or franchising, or establishing of joint ventures for the operation, of any Competing Business. For a period of two (2) years after the termination/expiration/transfer of your Franchise Agreement, neither you, your principals, guarantors, owners, Designated Managers, nor any immediate family member of you, your principals, guarantors, owners, Designated Managers, may own, operate or otherwise be involved with and Competing Business: (i) within your Territory; (ii) within a 25-mile radius of your Territory; or (iii) within a 25-mile radius of the Territory of any other System franchisee. During this two-year period, these parties are also prohibited from: (i) soliciting business from customers of your former Franchised Business; (ii) contacting any of our suppliers/vendors for a competitive business purpose; or (iii) subject to and to the extent permitted by applicable laws where the Franchised Business is located, soliciting any employees of us, our affiliates or any other System franchisee to discontinue their employment.

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	Section 18(D)	Your Franchise Agreement may not be modified, except by a writing signed by both parties. With that said, we may modify the System and Operations Manual as we deem appropriate in our discretion from time to time.
t. Integration/merger clause	Sections 18(E) and 22	Only the terms of the Franchise Agreement and this Disclosure Document are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 21(B) Section 21(C)	You must first submit all dispute and controversies arising under the Franchise Agreement to our management and make every effort to resolve the dispute internally by attending an in-person meeting at our then-current headquarters. At our option, all claims or disputes arising out of the Franchise Agreement must be submitted to non-binding mediation, which will take place at our then-current headquarters, and if not resolved through mediation, then submitted to arbitration. You must notify us of any potential disputes and we will provide you with notice as to whether we wish to mediate the matter or not. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation.
v. Choice of forum	Sections 21(D) and 21(F)	Subject to the other provisions of the Franchise Agreement, all claims and causes of action arising out of the Franchise Agreement must be mediated, arbitrated, or else initiated and litigated to conclusion (unless settled) in the state court of general jurisdiction that is closest to our then-current headquarters or, if appropriate, the United States District Court for the Southern District of Indiana (subject to state law).
w. Choice of law	Section 21(A)	The Franchise Agreement is governed by the laws of the state of Indiana, without reference to this state's conflict of laws principles (subject to state law), except for any actions or disputes involving any franchise or business opportunity law must be governed by the law of the state where the Franchised Business is located.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19 by, for example, providing information about possible performance at a particular location or under particular circumstances.

Historic Financial Performance Representation

This Item 19 discloses certain historic financial performance information for the seven (7) affiliate-owned locations (each an "Affiliate Location") operated by our affiliate, EWI, during the 2025 calendar year (the "Measurement Period"). As of May 2026, we do not have any System franchisees.

As disclosed in this Item 19, the first Affiliate Location operated by EWI opened in 2005 in the Indianapolis, Indiana area. The remaining Affiliate Locations, operated in certain MSAs across Florida, Tennessee, and Texas, opened between 2019 and 2025, as indicated below. Each of the Affiliate Locations operates substantially similarly to how we expect and intend our System franchised businesses to operate, in that each of the Affiliate Locations operates under our proprietary Marks and offers all approved goods and services our System franchisees are authorized to offer and sell from their franchised businesses. However, please note that the Affiliate Locations are mature operations, some of which opened and commenced operating for several years prior to the launch of our franchise System. Each of the Affiliate Locations operates in and services a geographic area comprising multiple Territories of a size that would typically be granted to System franchisees. For purposes of this Item 19, Chart 1(a) below discloses the total number of Territories in which each of the Affiliate Locations operates.

Chart 1 of this Item 19 discloses (i) the revenue, cost of goods sold, gross profit, certain disclosed expenses, and net operating income for the Affiliate Locations during the Measurement Period (Chart 1(a)), and (ii) revenue, cost of goods sold, disclosed expenses, and net operating income on a per-Territory basis for the Affiliate Locations during the Measurement Period (Chart 1(b)).

Chart 2 of this Item 19 discloses the average revenue, gross profit, certain disclosed expenses, and net operating income, as well as associated median and high- and low-values, for all seven (7) Affiliate Locations during the Measurement Period.

Chart 3 of this Item 19 discloses the year-over-year revenue growth of the Affiliate Locations between the calendar years 2024 and 2025, excluding the Florida East Location, which first opened in 2025.

Chart 4 of this Item 19 discloses the revenue, cost of goods sold, gross profit, certain disclosed expenses, imputed franchise-related fees, and net operating income of each of the Affiliate Locations on an individual basis during the Measurement Period, including for the Indianapolis Location (Chart 4(a)); the Dallas/Fort Worth Location (Chart 4(b)); the Tampa/St. Petersburg Location (Chart 4(c)); the Nashville Affiliate

Location (Chart 4(d)); the Ft. Myers Location (Chart 4(e)); the Sarasota Location (Chart 4(f)); and the Florida East Location (Chart 4(g)).

Chart 5 of this Item 19 discloses and provides a Territory analysis of all thirty-six total (36) Territories in which the Affiliate Locations operated during the Measurement Period, including (i) total revenue per Territory, indoor and outdoor revenue per Territory, and population, number of households, and the number of qualified households per Territory (Chart 5(a)), and (ii) the average, high, low, and median calculations of those values during the Measurement Period for all thirty-six (36) Territories (Chart 5(b)).

Chart 6 of this Item 19 discloses total revenue, indoor revenue, outdoor revenue, population, number of households, and number of qualified households for each of the Affiliate Locations during the Measurement Period, including on a per-Territory basis, as well as a breakdown of those values on a per-ZIP code basis within each Territory in which each Affiliate Location operates, including for the Indianapolis Location (Chart 6(a)); the Dallas/Fort Worth Location (Chart 6(b)); the Tampa/St. Petersburg Location (Chart 6(c)); the Nashville Affiliate Location (Chart 6(d)); the Ft. Myers Location (Chart 6(e)); the Sarasota Location (Chart 6(f)); and the Florida East Location (Chart 6(g)).

Finally, Chart 7 of this Item 19 discloses (i) the total sales revenue, appointments, and completed sales for each of the Affiliate Locations during the Measurement Period, including the average, lowest, highest, top, middle-, and bottom-third, and median calculations of those values during the Measurement Period (Chart 7(a)), and (ii) the total sales revenue, appointments, and completed sales, as well as the averages of those values, generated by digital, business development, and referral and marketing sources for each of the Affiliate Locations during the Measurement Period (Chart 7(b)).

The information in this Item 19 was reported to us by the affiliate operator of the Affiliate Locations. We have not audited this information.

Written substantiation for the financial performance representation will be made available to prospective franchisees upon reasonable request.

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Chart 1

All Affiliate Locations

Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

1a. All Affiliate Locations: Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

1b. All Affiliate Locations: Revenue per Territory, COGS per Territory,
Disclosed Expenses per Territory, Net Operating Income per Territory

Chart 1a.

All Affiliate Locations: Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

LOCATIONS	INDY	Dallas / Ft Worth	TAMPA / ST PETE	NASHVILLE	FT MYERS	SARASOTA	FL EAST	TOTALS
YEAR OPENED	2005	2024	2020	2019	2020	2020	Mar-25	
TERRITORIES IN DATA SET	5	11	7	4	4	3	2	36
REVENUE	$5,951,304	$3,639,624	$2,952,922	$2,776,114	$2,544,353	$2,394,779	$1,360,238	$21,619,335
% of TOTAL SYSTEMWIDE REVENUE	*27.53%*	*16.84%*	*13.66%*	*12.84%*	*11.77%*	*11.08%*	*6.29%*	
COST OF GOODS SOLD	$2,341,799	$1,518,583	$1,219,098	$1,469,480	$999,255	$977,356	$574,368	$9,099,939
COST OF GOODS SOLD % OF REVENUE	*39.35%*	*41.72%*	*41.28%*	*52.93%*	*39.27%*	*40.81%*	*42.23%*	*42.09%*
GROSS PROFIT	$3,609,505	$2,121,041	$1,733,824	$1,306,634	$1,545,098	$1,417,423	$785,870	$12,519,396
GROSS PROFIT % OF REVENUE	*60.65%*	*58.28%*	*58.72%*	*47.07%*	*60.73%*	*59.19%*	*57.77%*	*57.91%*

DISCLOSED EXPENSES	INDY	Dallas / Ft Worth	TAMPA / ST PETE	NASHVILLE	FT MYERS	SARASOTA	FL EAST	TOTALS	% OF REV
MARKETING	$221,426	$349,879	$227,725	$196,883	$193,774	$159,304	$152,566	$1,501,558	6.95%
PAYROLL	$1,000,978	$736,342	$559,025	$447,499	$420,323	$376,193	$242,103	$3,782,463	17.50%
OCCUPANCY	$75,072	$45,304	$41,097	$34,911	$68,815	$38,230	$22,626	$326,054	1.51%
AUTO	$89,849	$38,755	$66,087	$35,060	$51,034	$32,847	$11,659	$325,291	1.50%
INSURANCE	$35,451	$19,106	$20,951	$13,775	$7,255	$15,601	$4,990	$117,129	0.54%
MISC	$39,145	$42,895	$29,610	$26,452	$15,511	$12,399	$14,745	$180,757	0.84%
FRANCHISE IMPUTED EXPENSES	$412,030	$290,824	$245,294	$230,255	$228,525	$217,012	$137,863	$1,761,804	8.15%
DISCLOSED EXPENSES	$1,873,951	$1,523,105	$1,189,788	$984,835	$985,238	$851,586	$586,553	$7,995,055	36.98%

NET OPERATING INCOME (NOI)	INDY	Dallas / Ft Worth	TAMPA / ST PETE	NASHVILLE	FT MYERS	SARASOTA	FL EAST	TOTALS
GROSS PROFIT MINUS DISCLOSED EXPENSES	$1,735,554	$597,937	$544,035	$321,800	$559,861	$565,837	$199,317	$4,524,341
GROSS PROFIT MINUS DISCLOSED EXPENSES %	29.16%	16.43%	18.42%	11.59%	22.00%	23.63%	14.65%	20.93%

LOCATIONS	INDY	Dallas / Ft Worth	TAMPA / ST PETE	NASHVILLE	FT MYERS	SARASOTA	FL EAST	TOTALS
Revenue per Territory	$1,190,261	$330,875	$421,846	$694,029	$636,088	$798,260	$680,119	$600,537
Cost of Goods Sold)COGS) per Territory	$468,360	$138,053	$174,157	$367,370	$249,814	$325,785	$287,184	$252,776
Expenses per Territory	$374,790	$138,464	$169,970	$246,209	$246,310	$283,862	$293,277	$222,085
NOI per territory	$347,111	$54,358	$77,719	$80,450	$139,965	$188,613	$99,659	$125,676

Chart 1b.

All Affiliate Locations:

Revenue per Territory, COGS per Territory, Disclosed Expenses per Territory, Net Operating Income per Territory

LOCATIONS	INDY	Dallas / Ft Worth	TAMPA / ST PETE	NASHVILLE	FT MYERS	SARASOTA	FL EAST	TOTALS
Revenue per Territory	$1,190,261	$330,875	$421,846	$694,029	$636,088	$798,260	$680,119	$600,537
Cost of Goods Sold (COGS) per Territory	$468,360	$138,053	$174,157	$367,370	$249,814	$325,785	$287,184	$252,776
Expenses per Territory	$374,790	$138,464	$169,970	$246,209	$246,310	$283,862	$293,277	$222,085
NOI per territory	$347,111	$54,358	$77,719	$80,450	$139,965	$188,613	$99,659	$125,676

Chart 2

All Affiliate Locations
Revenue, Gross Profit, Disclosed Expenses, Net Operating Income
High, Low, Average, Median

Chart 2

All Affiliate Locations

Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

High, Low, Average, Median

ALL 7 AFFILIATE LOCATIONS	AVERAGE	% OF REV
REVENUE	$3,088,476	
% of TOTAL REVENUE		
COST OF GOODS SOLD	$1,299,991	42.09%
COST OF GOODS SOLD % OF REVENUE		
GROSS PROFIT	$1,788,485	57.91%
GROSS PROFIT % OF REVENUE		
DISCLOSED EXPENSES	AVERAGE	% OF REV
MARKETING	$214,508	6.95%
PAYROLL	$540,352	17.50%
OCCUPANCY	$46,579	1.51%
AUTO	$46,470	1.50%
INSURANCE	$16,733	0.54%
MISC	$25,822	0.84%
FRANCHISE IMPUTED EXPENSES	$251,686	8.15%
DISCLOSED EXPENSES	$1,142,151	36.98%
NET OPERATING INCOME (NOI)	AMOUNT	% OF REV
GROSS PROFIT MINUS DISCOSED EXPENSES	$646,334	20.93%

LOCATIONS	REVENUE
HIGH	$5,951,304
LOW	$1,360,238
AVERAGE	$3,088,476
ABOVE AVERAGE	2 OF 7
BELOW AVERAGE	5 OF 7
ABOVE AVERAGE	28.57%
BELOW AVERAGE	71.43%
MEDIAN	$2,776,114

Territories	36
Revenue per Territory	$600,537
COGS per Territory	$252,776
Expenses per Territory	$222,085
NOI per Territory	$125,676
NOI per Territory %	20.93%

Chart 3

Year-over-Year (YOY) Affiliate Location Revenue Growth

Chart 3

Year-over-Year (YOY) Affiliate Location Revenue Growth
2025 vs 2024

CATEGORY	INDY	DALLAS	TAMPA/ ST PETE	NASHVILLE	FT MYERS	SARASOTA	TOTALS
2025	$5,951,304	$3,639,624	$2,952,922	$2,776,114	$2,544,353	$2,394,779	$20,259,096
2024	$4,766,754	$1,996,764	$1,706,717	$2,601,472	$2,700,411	$2,206,427	$15,978,545
GROWTH - $$$	$1,184,550	$1,642,860	$1,246,205	$174,642	($156,058)	$188,352	$4,280,551
GROWTH - %	24.85%	82.28%	73.02%	6.71%	-5.78%	8.54%	26.79%

***FLA EAST was excluded due to only 10 months of operating history in 2025 and no operating history in 2024

Chart 4

Affiliate Locations

Revenue, Gross Profit, Disclosed Expenses, Net Operating Income by Location

4a. Indianapolis
4b. Dallas / Fort Worth
4c. Tampa / St Petersburg
4d. Nashville
4e. Ft Myers
4f. Sarasota
4g. Florida East

Chart 4a. Indianapolis (Affiliate Location): Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

	YEAR	2025	
	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$5,951,304	
	COST OF GOODS SOLD	$2,341,799	39.35%
	GROSS PROFIT	$3,609,505	60.65%
CATEGORY	DISCLOSED EXPENSES	AMOUNT	% OF REVENUE
MARKETING	DIGITAL	$194,207	3.26%
MARKETING	PRINT	$27,219	0.46%
PAYROLL	SALES PAYROLL	$550,703	9.25%
PAYROLL	INSTALL PAYROLL	$416,309	7.00%
PAYROLL	PAYROLL TAXES	$33,965	0.57%
OCCUPANCY	RENT	$57,600	0.97%
OCCUPANCY	GAS AND ELECTRIC	$9,638	0.16%
OCCUPANCY	GARBAGE	$7,834	0.13%
AUTO	GAS	$27,449	0.46%
AUTO	LEASE PAYMENTS	$62,400	1.05%
INSURANCE	INSURANCE	$35,451	0.60%
MISC	SUPPLIES	$26,105	0.44%
MISC	TEMPORARY SHADES	$4,144	0.07%
MISC	OFFICE SUPPLIES	$1,348	0.02%
MISC	PHONE	$7,548	0.13%
FRANCHISE IMPUTED EXPENSES	ROYALTY	$283,052	4.76%
FRANCHISE IMPUTED EXPENSES	BRAND FUND	$27,378	0.46%
FRANCHISE IMPUTED EXPENSES	SALES SUPPORT CENTER	$77,600	1.26%
FRANCHISE IMPUTED EXPENSES	SOCIAL/DIGITAL AGENCY MGMT	$12,000	0.20%
FRANCHISE IMPUTED EXPENSES	TECHNOLOGY	$12,000	0.20%

	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$5,951,304	
	COGS	$2,341,799	39.35%
	GROSS PROFIT	$3,609,505	60.65%
DISCLOSED EXPENSES	MARKETING	$221,426	3.72%
	PAYROLL	$1,000,978	16.82%
	OCCUPANCY	$75,072	1.26%
	AUTO	$89,849	1.51%
	INSURANCE	$35,451	0.60%
	MISC	$39,145	0.66%
	FRANCHISE IMPUTED EXPENSES	$412,030	6.92%

NET OPERATING INCOME	AMOUNT	% OF REVENUE
GROSS PROFIT MINUS DISCLOSED EXPENSES	$1,735,554	29.16%

Chart 4b.

Dallas / Fort Worth (Affiliate Location): Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

	YEAR	2025	
	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$3,639,624	
	COST OF GOODS SOLD	$1,518,583	41.72%
	GROSS PROFIT	$2,121,041	58.28%

CATEGORY	DISCLOSED EXPENSES	AMOUNT	% OF REV
MARKETING	DIGITAL	$336,919	9.26%
MARKETING	PRINT	$12,960	0.36%
PAYROLL	SALES PAYROLL	$415,508	11.42%
PAYROLL	INSTALL PAYROLL	$296,419	8.14%
PAYROLL	PAYROLL TAXES	$24,415	0.67%
OCCUPANCY	RENT	$38,610	1.06%
OCCUPANCY	GAS AND ELECTRIC	$2,324	0.06%
OCCUPANCY	GARBAGE	$4,371	0.12%
AUTO	GAS	$15,955	0.44%
AUTO	LEASE PAYMENTS	$22,800	0.63%
INSURANCE	INSURANCE	$19,106	0.52%
MISC	SUPPLIES	$39,055	1.07%
MISC	TEMPORARY SHADES	$811	0.02%
MISC	OFFICE SUPPLIES	$595	0.02%
MISC	PHONE	$2,433	0.07%
FRANCHISE IMPUTED EXPENSES	ROYALTY	$190,585	5.24%
FRANCHISE IMPUTED EXPENSES	BRAND FUND	$21,599	0.59%
FRANCHISE IMPUTED EXPENSES	SALES SUPPORT CENTER	$54,640	1.50%
FRANCHISE IMPUTED EXPENSES	SOCIAL/DIGITAL AGENCY MGMT	$12,000	0.33%
FRANCHISE IMPUTED EXPENSES	TECHNOLOGY	$12,000	0.33%

	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$3,639,624	
	COGS	$1,518,583	41.72%
	GROSS PROFIT	$2,121,041	58.28%
DISCLOSED EXPENSES	MARKETING	$349,879	9.61%
	PAYROLL	$736,342	20.23%
	OCCUPANCY	$45,304	1.24%
	AUTO	$38,755	1.06%
	INSURANCE	$19,106	0.52%
	MISC	$42,895	1.18%
	FRANCHISE IMPUTED EXPENSES	$290,824	7.99%

	NET OPERATING INCOME	AMOUNT	% OF REVENUE
	GROSS PROFIT MINUS CERTAIN EXPENSES	$597,937	16.43%

Chart 4c.

Tampa / St Petersburg (Affiliate Location): Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

	YEAR	2025	
	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$2,952,922	
	COGS	$1,219,098	41.28%
	GROSS PROFIT	$1,733,824	58.72%

CATEGORY	DISCLOSED EXPENSES	AMOUNT	% OF REVENUE
MARKETING	DIGITAL	$225,561	7.64%
MARKETING	PRINT	$2,165	0.07%
PAYROLL	SALES PAYROLL	$266,146	9.01%
PAYROLL	INSTALL PAYROLL	$271,737	9.20%
PAYROLL	PAYROLL TAXES	$21,142	0.72%
OCCUPANCY	RENT	$29,164	0.99%
OCCUPANCY	GAS AND ELECTRIC	$3,617	0.12%
OCCUPANCY	GARBAGE	$8,315	0.28%
AUTO	GAS	$36,087	1.22%
AUTO	LEASE PAYMENTS	$30,000	1.02%
INSURANCE	INSURANCE	$20,951	0.71%
MISC	SUPPLIES	$24,445	0.83%
MISC	TEMPORARY SHADES	$1,769	0.06%
MISC	OFFICE SUPPLIES	$197	0.01%
MISC	PHONE	$3,198	0.11%
FRANCHISE IMPUTED EXPENSES	ROYALTY	$163,117	5.52%
FRANCHISE IMPUTED EXPENSES	BRAND FUND	$19,882	0.67%
FRANCHISE IMPUTED EXPENSES	SALES SUPPORT CENTER	$38,295	1.30%
FRANCHISE IMPUTED EXPENSES	SOCIAL/DIGITAL AGENCY MGMT	$12,000	0.41%
FRANCHISE IMPUTED EXPENSES	TECHNOLOGY	$12,000	0.41%

	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$2,952,922	
	COGS	$1,219,098	41.28%
	GROSS PROFIT	$1,733,824	58.72%
DISCLOSED EXPENSES	MARKETING	$227,725	7.71%
	PAYROLL	$559,025	18.93%
	OCCUPANCY	$41,097	1.39%
	AUTO	$66,087	2.24%
	INSURANCE	$20,951	0.71%
	MISC	$29,610	1.00%
	FRANCHISE IMPUTED EXPENSES	$245,294	8.31%

	NET OPERATING INCOME	AMOUNT	% OF REVENUE
	GROSS PROFIT MINUS CERTAIN EXPENSES	$544,035	18.42%

Chart 4d. NASHVILLE (Affiliate Location): Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

	YEAR	2025	
	CATEGORY	2025	% OF REVENUE
	REVENUE	$2,776,114	
	COGS	$1,469,480	52.93%
	GROSS PROFIT	$1,306,634	47.07%
CATEGORY	DISCLOSED EXPENSES	AMOUNT	% OF REV
MARKETING	DIGITAL	$194,111	6.99%
MARKETING	PRINT	$2,772	0.10%
PAYROLL	SALES PAYROLL	$178,921	6.44%
PAYROLL	INSTALL PAYROLL	$249,519	8.99%
PAYROLL	PAYROLL TAXES	$19,059	0.69%
OCCUPANCY	RENT	$26,450	0.95%
OCCUPANCY	GAS AND ELECTRIC	$1,874	0.07%
OCCUPANCY	GARBAGE	$6,587	0.24%
AUTO	GAS	$14,660	0.53%
AUTO	LEASE PAYMENTS	$20,400	0.73%
INSURANCE	INSURANCE	$13,775	0.50%
MISC	SUPPLIES	$22,931	0.83%
MISC	TEMPORARY SHADES	$586	0.02%
MISC	OFFICE SUPPLIES	$136	0.00%
MISC	PHONE	$2,798	0.10%
FRANCHISE IMPUTED EXPENSES	ROYALTY	$156,045	5.62%
FRANCHISE IMPUTED EXPENSES	BRAND FUND	$19,440	0.70%
FRANCHISE IMPUTED EXPENSES	SALES SUPPORT CENTER	$30,770	1.11%
FRANCHISE IMPUTED EXPENSES	SOCIAL/DIGITAL AGENCY MGMT	$12,000	0.43%
FRANCHISE IMPUTED EXPENSES	TECHNOLOGY	$12,000	0.43%

	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$2,776,114	
	COGS	$1,469,480	52.93%
	GROSS PROFIT	$1,306,634	47.07%
DISCLOSED EXPENSES	MARKETING	$196,883	7.09%
	PAYROLL	$447,499	16.12%
	OCCUPANCY	$34,911	1.26%
	AUTO	$35,060	1.26%
	INSURANCE	$13,775	0.50%
	MISC	$26,452	0.95%
	FRANCHISE IMPUTED EXPENSES	$230,255	8.29%

	NET OPERATING INCOME	AMOUNT	% OF REV
	GROSS PROFIT MINUS CERTAIN EXPENSES	$321,800	11.59%

Chart 4e.

FT MYERS (Affiliate Location): Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

	YEAR	2025	
	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$2,544,353	
	COGS	$999,255	39.27%
	GROSS PROFIT	$1,545,098	60.73%

CATEGORY	DISCLOSED EXPENSES	AMOUNT	% OF REV
MARKETING	DIGITAL	$175,166	6.88%
MARKETING	PRINT	$18,607	0.73%
PAYROLL	SALES PAYROLL	$166,126	6.53%
PAYROLL	INSTALL PAYROLL	$235,907	9.27%
PAYROLL	PAYROLL TAXES	$18,291	0.72%
OCCUPANCY	RENT	$62,215	2.45%
OCCUPANCY	GAS AND ELECTRIC	$1,237	0.05%
OCCUPANCY	GARBAGE	$5,362	0.21%
AUTO	GAS	$14,634	0.58%
AUTO	LEASE PAYMENTS	$36,400	1.43%
INSURANCE	INSURANCE	$7,255	0.29%
MISC	SUPPLIES	$11,506	0.45%
MISC	TEMPORARY SHADES	$591	0.02%
MISC	OFFICE SUPPLIES	$294	0.01%
MISC	PHONE	$3,120	0.12%
FRANCHISE IMPUTED EXPENSES	ROYALTY	$146,774	5.77%
FRANCHISE IMPUTED EXPENSES	BRAND FUND	$18,861	0.74%
FRANCHISE IMPUTED EXPENSES	SALES SUPPORT CENTER	$38,890	1.53%
FRANCHISE IMPUTED EXPENSES	SOCIAL/DIGITAL AGENCY MGMT	$12,000	0.47%
FRANCHISE IMPUTED EXPENSES	TECHNOLOGY	$12,000	0.47%

	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$2,544,353	
	COGS	$999,255	39.27%
	GROSS PROFIT	$1,545,098	60.73%
DISCLOSED EXPENSES	MARKETING	$193,774	7.62%
	PAYROLL	$420,323	16.52%
	OCCUPANCY	$68,815	2.70%
	AUTO	$51,034	2.01%
	INSURANCE	$7,255	0.29%
	MISC	$15,511	0.61%
	FRANCHISE IMPUTED EXPENSES	$228,525	8.98%

	NET OPERATING INCOME	AMOUNT	% OF REV
	GROSS PROFIT MINUS CERTAIN EXPENSES	$559,861	22.00%

Chart 4f.

SARASOTA (Affiliate Location): Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

	YEAR	2025	
	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$2,394,779	
	COGS	$977,356	40.81%
	GROSS GROFIT	$1,417,423	59.19%

CATEGORY	DISCLOSED EXPENSES	AMOUNT	% OF REV
MARKETING	DIGITAL	$152,074	6.35%
MARKETING	PRINT	$7,231	0.30%
PAYROLL	SALES PAYROLL	$240,442	10.04%
PAYROLL	INSTALL PAYROLL	$125,880	5.26%
PAYROLL	PAYROLL TAXES	$9,871	0.41%
OCCUPANCY	RENT	$36,554	1.53%
OCCUPANCY	GAS AND ELECTRIC	$0	0.00%
OCCUPANCY	GARBAGE	$1,676	0.07%
AUTO	GAS	$15,247	0.64%
AUTO	LEASE PAYMENTS	$17,600	0.73%
INSURANCE	INSURANCE	$15,601	0.65%
MISC	SUPPLIES	$6,479	0.27%
MISC	TEMPORARY SHADES	$1,000	0.04%
MISC	OFFICE SUPPLIES	$173	0.01%
MISC	PHONE	$4,746	0.20%
FRANCHISE IMPUTED EXPENSES	ROYALTY	$140,791	5.88%
FRANCHISE IMPUTED EXPENSES	BRAND FUND	$18,861	0.79%
FRANCHISE IMPUTED EXPENSES	SALES SUPPORT CENTER	$33,360	1.39%
FRANCHISE IMPUTED EXPENSES	SOCIAL/DIGITAL AGENCY MGMT	$12,000	0.50%
FRANCHISE IMPUTED EXPENSES	TECHNOLOGY	$12,000	0.50%

	CATEGORY	AMOUNT	% OF REVENUE
	REVENUE	$2,394,779	
	COGS	$977,356	40.81%
	GROSS PROFIT	$1,417,423	59.19%
DISCLOSED EXPENSES	MARKETING	$159,304	6.65%
	PAYROLL	$376,193	15.71%
	OCCUPANCY	$38,230	1.60%
	AUTO	$32,847	1.37%
	INSURANCE	$15,601	0.65%
	MISC	$12,399	0.52%
	FRANCHISE IMPUTED EXPENSES	$217,012	9.06%

	NET OPERATING INCOME	AMOUNT	% OF REV
	GROSS PROFIT MINUS CERTAIN EXPENSES	$565,837	23.60%

Chart 4g.

FLA EAST (Affiliate Location): Revenue, Gross Profit, Disclosed Expenses, Net Operating Income

	YEAR	2025		
	CATEGORY	AMOUNT	% OF REVENUE	
	REVENUE	$1,360,238		
	COGS	$574,368	42.23%	
	Gross Profit	$785,870	57.77%	
CATEGORY	DISCLOSED EXPENSES	AMOUNT	% OF REV	
MARKETING	DIGITAL	$150,070	11.03%	
MARKETING	PRINT	$2,497	0.18%	
PAYROLL	SALES PAYROLL	$203,950	14.99%	
PAYROLL	INSTALL PAYROLL	$35,368	2.60%	
PAYROLL	PAYROLL TAXES	$2,785	0.20%	
OCCUPANCY	RENT	$21,943	1.61%	
OCCUPANCY	GAS AND ELECTRIC	$356	0.03%	
OCCUPANCY	GARBAGE	$326	0.02%	
AUTO	GAS	$3,259	0.24%	
AUTO	LEASE PAYMENTS	$8,400	0.62%	
INSURANCE	INSURANCE	$4,990	0.37%	
MISC	SUPPLIES	$11,930	0.88%	
MISC	TEMPORARY SHADES	$513	0.04%	
MISC	OFFICE SUPPLIES	$542	0.04%	
MISC	PHONE	$1,760	0.13%	
FRANCHISE IMPUTED EXPENSES	ROYALTY	$89,813	6.60%	
FRANCHISE IMPUTED EXPENSES	BRAND FUND	$0.00	0.00%	** NO BRAND FUND YEAR 1
FRANCHISE IMPUTED EXPENSES	SALES SUPPORT CENTER	$24,050	1.77%	
FRANCHISE IMPUTED EXPENSES	SOCIAL/DIGITAL AGENCY MGMT	$12,000	0.88%	
FRANCHISE IMPUTED EXPENSES	TECHNOLOGY	$12,000	0.88%	

	CATEGORY	AMOUNT	% OF REVENUE	
	REVENUE	$1,360,238		
	COGS	$574,368	42.23%	
	GROSS PROFIT	$785,870	57.77%	
DISCLOSED EXPENSES	MARKETING	$152,566	11.22%	
	PAYROLL	$242,103	17.80%	
	OCCUPANCY	$22,626	1.66%	
	AUTO	$11,659	0.86%	
	INSURANCE	$4,990	0.37%	
	MISC	$14,745	1.08%	
	FRANCHISE IMPUTED EXPENSES	$137,863	10.14%	** NO BRAND FUND YEAR 1

	NET OPERATING INCOME	AMOUNT	% OF REV
	GROSS PROFIT MINUS CERTAIN EXPENSES	$199,317	14.65%

Chart 5

All Affiliate Locations: All Territories

5a. Indoor Revenue, Outdoor Revenue, Total Revenue,
Population, Households, Households with Average Household Income >75K

5b. High, Low, Average, Median

Chart 5a.

TERRITORY ANALYSIS – 36 TERRITORIES

Indoor Revenue, Outdoor Revenue, Total Revenue,
Population, Households, Households with Average Household Income >75K, % of Households over 75%

AFFILIATE TERRITORIES	TERRITORY	LOCATION	Area / Neighborhood	INDOOR REVENUE	OUTDOOR REVENUE	TOTAL REVENUE	2025 Est. Population	2025 Est. Households	2025 Est. HH Income $75k+	% OF HH OVER 75K
1	1	INDIANAPOLIS	FISHERS / NOBELSVILLE	$746,745	$282,323	$1,029,069	307,700	114,100	69,280	60.72%
2	2	INDIANAPOLIS	CARMEL / WESTFIELD	$1,140,791	$468,620	$1,609,411	255,700	99,200	60,200	60.69%
3	3	INDIANAPOLIS	EAST	$777,645	$475,086	$1,252,730	712,000	279,600	125,110	44.75%
4	4	INDIANAPOLIS	WEST	$436,100	$312,960	$749,061	528,600	202,950	89,080	43.89%
5	5	INDIANAPOLIS	CENTRAL / NORTHWEST	$957,741	$353,294	$1,311,034	672,000	275,800	121,430	44.03%
6	1	DALLAS / FORT WORTH	GREATER FORT WORTH	$73,670	$153,561	$227,231	547,200	205,600	100,540	49.00%
7	2	DALLAS / FORT WORTH	URBAN CORE	$139,108	$112,087	$251,195	341,000	146,200	87,770	60.00%
8	3	DALLAS / FORT WORTH	MCKINNEY - NORTHEAST	$144,661	$346,493	$491,154	338,200	109,600	71,800	66.00%
9	4	DALLAS / FORT WORTH	PLANO / ALLEN	$89,355	$215,480	$304,835	304,835	346,200	122,400	67.00%
10	5	DALLAS / FORT WORTH	FRISCO - NORTHWEST	$175,681	$304,771	$480,452	332,000	107,600	74,470	69.00%
11	6	DALLAS / FORT WORTH	URBAN / NORTHEAST	$96,685	$156,902	$253,587	349,200	143,700	84,070	59.00%
12	7	DALLAS / FORT WORTH	URBAN / NORTHWEST	$67,337	$106,873	$174,210	441,200	170,200	85,540	50.00%
13	8	DALLAS / FORT WORTH	NORTHWEST	$166,805	$350,649	$517,454	666,400	239,100	138,920	58.00%
14	9	DALLAS / FORT WORTH	CENTRAL	$83,603	$157,632	$241,235	636,400	230,700	125,910	55.00%
15	10	DALLAS / FORT WORTH	SOUTH	$181,478	$222,974	$404,452	651,800	231,400	115,850	50.00%
16	11	DALLAS / FORT WORTH	FAR NORTHEAST	$112,854	$180,983	$293,837	480,700	165,200	92,500	56.00%
17	1	TAMPA / ST PETERSBURG	PINELLAS COUNTY - SOUTH	$174,114	$335,154	$509,268	422,600	207,000	113,500	54.83%
18	2	TAMPA / ST PETERSBURG	PINELLAS COUNTY - NORTH	$70,538	$79,440	$149,978	316,400	144,700	90,000	62.20%
19	3	TAMPA / ST PETERSBURG	CITRIS / HERNANDO/ PASCO EAST	$104,974	$87,871	$192,845	423,000	186,600	85,700	45.93%
20	4	TAMPA / ST PETERSBURG	PASCO COUNTY / WEST	$357,856	$292,103	$649,959	476,500	176,800	102,300	57.86%
21	5	TAMPA / ST PETERSBURG	MARION / VOLUSIA / POLK	$158,796	$118,629	$277,425	360,500	163,700	75,000	45.82%
22	6	TAMPA / ST PETERSBURG	CENTRAL / NORTHEAST	$232,789	$351,745	$584,534	637,600	255,900	168,700	65.92%
23	7	TAMPA / ST PETERSBURG	NORTHWEST / CENTRAL / SOUTH	$345,639	$243,277	$588,916	758,900	294,000	157,800	53.67%
24	1	NASHVILLE	CENTRAL	$246,758	$336,997	$583,755	605,800	255,800	147,600	57.70%
25	2	NASHVILLE	NORTH	$171,242	$329,926	$501,168	331,200	132,800	71,800	54.07%
26	3	NASHVILLE	SOUTH / EAST	$521,540	$436,724	$958,264	465,400	179,400	104,200	58.08%
27	4	NASHVILLE	SOUTH / WEST	$242,258	$490,679	$732,937	396,000	153,200	95,000	62.01%
28	1	FT MYERS	NORTH	$204,383	$205,664	$410,047	297,600	124,200	67,200	54.11%
29	2	FT MYERS	CENTRAL	$408,068	$283,776	$691,844	541,400	233,000	133,600	57.34%
30	3	FT MYERS	SOUTH / BONITA	$649,272	$275,991	$925,263	350,400	139,000	80,000	57.55%
31	4	FT MYERS	SOUTH / NAPLES	$286,451	$230,751	$517,202	397,600	177,400	113,000	63.70%
32	1	SARASOTA	NORTH + EAST	$429,049	$466,452	$895,501	338,900	139,700	79,830	57.14%
33	2	SARASOTA	CENTRAL	$204,605	$498,813	$703,418	213,500	96,950	56,680	58.46%
34	3	SARASOTA	SOUTH	$416,777	$379,088	$795,865	427,200	192,600	89,350	46.39%
35	1	FLA EAST	NORTH	$439,822	$362,649	$802,471	512,800	208,200	101,700	48.85%
36	2	FLA EAST	SOUTH	$316,023	$241,746	$557,769	580,900	235,600	115,500	49.02%

Chart 5b.

All Affiliate Locations: All Territories - High, Low, Average, Median

Indoor Revenue, Outdoor Revenue, Total Revenue, Population, Households, Households with Average Household Income >75K, % of Households over 75K

CATEGORY	INDOOR REVENUE	OUTDOOR REVENUE	TOTAL REVENUE	2025 Est. Population	2025 Est. Households	2025 Est. HH Income $75k+
ALL TERRITORY TOTALS	$11,371,212	$10,248,163	$21,619,376	16,419,135	6,763,700	3,613,330
HIGH (TERRITORY IN THE DATA SET)	$1,140,791	$498,813	$1,609,411	758,000	346,200	168,700
LOW (TERRITORY IN THE DATA SET)	$67,337	$47,440	$149,978	213,500	96,950	56,680
AVERAGE TERRITORY IN DATA SET	$315,867	$284,671	$600,538	456,087	187,881	100,370
ABOVE THE AVERAGE	14 0F 36	18 OF 36	14 0F 36	16 OF 36	16 OF 36	17 OF 36
BELOW THE AVERAGE	22 OF 36	18 OF 36	22 OF 36	20 OF 36	20 OF 36	19 OF 36
ABOVE THE AVERAGE	38.89%	50.00%	38.89%	44.44%	44.44%	47.22%
BELOW THE AVERAGE	61.11%	50.00%	61.11%	55.56%	55.56%	52.78%
MEDIAN TERRITORY IN DATA SET	$218,697	$287,940	$537,612	425,100	178,400	93,750
HIGH (TERRITORY IN THE DATA SET)	$1,614,778	$683,906	$1,609,411	758,000	346,200	168,700
LOW (TERRITORY IN THE DATA SET)	$67,337	$79,440	$149,978	213,500	96,950	56,680
TOP 1/3 TERRITORIES IN DATA SET	$606,784	$415,024	$980,419	628,250	257,108	132,193
MIDDLE 1/3 IN DATA SET	$231,785	$289,148	$556,123	429,492	181,721	95,928
BOTTOM 1/3 IN DATA SET	$109,032	$149,841	$265,073	310,520	124,813	70,288

Chart 6

Affiliate Location Territory and Zip Code Data

Indoor Revenue, Outdoor Revenue, Total Revenue,
Population, Households, Households with Average Household Income >75K

6a. Indianapolis
6b. Dallas / Fort Worth
6c. Tampa / St Petersburg
6d. Nashville
6e. Ft Myers
6f. Sarasota
6g. Florida East

Chart 6a.

Indianapolis Affiliate Location

Territory Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Indianapolis	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	2025 Est. Population	2025 Est. Households	2025 Est. HH Income $75k+	% of HH over 75K
Territory 1	NORTHEAST	$746,745	$282,323	$1,029,069	307,700	114,100	69,280	60.72%
Territory 2	NORTH	$1,140,791	$468,620	$1,609,411	255,700	99,200	60,200	60.69%
Territory 3	SOUTH / EAST	$777,645	$475,086	$1,252,730	712,000	279,600	125,110	44.75%
Territory 4	SOUTH / WEST	$436,100	$312,960	$749,061	528,600	202,950	89,080	43.89%
Territory 5	NORTHWEST	$957,741	$353,294	$1,311,034	672,000	275,800	121,430	44.03%
	LOCATION TOTALS	$4,059,021	$1,892,283	$5,951,305	2,476,000	971,650	465,100	47.87%
	AVERAGE TERRITORY	$811,804	$378,457	$1,190,261	495,200	194,330	93,020	

Indianapolis	Revenue per Territory	Est. 2025 Population	Est. 2025 Households	HH Income >$75K
HIGH	$1,609,411	712,000	279,600	125,110
LOW	$749,061	255,700	99,200	60,200
AVERAGE	$1,190,261	495,200	194,330	93,020
MEDIAN	$1,311,034	528,600	202,950	89,080
ABOVE AVG	3 OF 5	3 OF 5	3 OF 5	2 OF 5
BELOW AVG	2 OF 5	2 OF 5	2 OF 5	3 OF 5
ABOVE AVG %	60.00%	60.00%	60.00%	40.00%
BELOW AVG %	40.00%	40.00%	40.00%	60.00%

Indianapolis - Territory Overview

Chart 6a.

Indianapolis Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

LOCATION	KEY AREAS	Zip Code	Area / Neighborhood	TERRITORY	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	Avg Household Income	County	Territory
Indianapolis	Fishers / Noblesville	46030	Arcadia	NORTHEAST	$1,924	$0	$1,924	4,700	1,800	780	43.33%	$72,400	Hamilton	1
Indianapolis	Fishers / Noblesville	46250	Castleton	NORTHEAST	$17,001	$0	$17,001	29,000	13,600	7,500	55.15%	$88,600	Marion	1
Indianapolis	Fishers / Noblesville	46034	Cicero	NORTHEAST	$10,844	$17,879	$28,723	9,000	3,400	1,500	44.12%	$74,200	Hamilton	1
Indianapolis	Fishers / Noblesville	46037	Fishers (East)	NORTHEAST	$137,820	$37,124	$174,944	64,000	22,800	15,100	66.23%	$118,400	Hamilton	1
Indianapolis	Fishers / Noblesville	46038	Fishers (West)	NORTHEAST	$50,623	$25,862	$76,485	74,500	27,000	18,200	67.41%	$122,600	Hamilton	1
Indianapolis	Fishers / Noblesville	46040	Fortville	NORTHEAST	$177,151	$58,294	$235,445	18,800	6,800	3,400	50.00%	$84,200	Hancock	1
Indianapolis	Fishers / Noblesville	46060	Noblesville (East)	NORTHEAST	$218,669	$94,394	$313,063	64,200	23,100	13,900	60.17%	$106,400	Hamilton	1
Indianapolis	Fishers / Noblesville	46062	Noblesville (North)	NORTHEAST	$132,713	$48,771	$181,484	43,500	15,600	8,900	57.05%	$98,600	Hamilton	1

LOCATION	KEY AREAS	Zip Code	Area / Neighborhood	TERRITORY	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	Avg Household Income	County	Territory
Indianapolis	Carmel / Westfield	46033	Carmel (East)	NORTH	$117,104	$72,051	$189,155	46,500	17,000	12,400	72.94%	$128,400	Hamilton	2
Indianapolis	Carmel / Westfield	46032	Carmel (West)	NORTH	$203,439	$119,722	$323,161	59,800	22,600	16,200	71.68%	$132,800	Hamilton	2
Indianapolis	Carmel / Westfield	46901	Kokomo	NORTH	$4,890	$0	$4,890	43,500	18,200	6,500	35.71%	$62,400	Howard	2
Indianapolis	Carmel / Westfield	46290	North Indy / Carmel	NORTH	$5,573	$0	$5,573	8,900	4,400	2,900	65.91%	$112,400	Marion	2
Indianapolis	Carmel / Westfield	46280	North Indy / Carmel Border	NORTH	$11,406	$0	$11,406	18,800	8,500	5,500	64.71%	$108,600	Marion	2
Indianapolis	Carmel / Westfield	46069	Sheridan	NORTH	$25,446	$7,744	$33,190	8,400	3,100	1,300	41.94%	$78,400	Hamilton	2
Indianapolis	Carmel / Westfield	46068	Tipton	NORTH	$1,222	$0	$1,222	12,600	5,000	1,900	38.00%	$64,800	Tipton	2
Indianapolis	Carmel / Westfield	46074	Westfield	NORTH	$771,711	$269,103	$1,040,814	57,200	20,400	13,500	66.18%	$124,600	Hamilton	2

Chart 6a.

Indianapolis Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

LOCATION	KEY AREAS	Zip Code	Area / Neighborhood	TERRITORY	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	Avg Household Income	County	Territory
Indianapolis	Greenwood / South / East	46104	Acton	SOUTH / EAST	$0	$9,900	$9,900	8,900	3,300	1,500	45.45%	$74,200	Marion	3
Indianapolis	Greenwood / South / East	46011	Anderson	SOUTH / EAST	$1,300	$2,500	$3,800	43,500	18,200	6,100	33.52%	$58,400	Madison	3
Indianapolis	Greenwood / South / East	46256	Castleton (North)	SOUTH / EAST	$17,384	$26,793	$44,177	36,500	16,000	8,600	53.75%	$92,400	Marion	3
Indianapolis	Greenwood / South / East	47201	Columbus	SOUTH / EAST	$60,851	$35,308	$96,159	51,500	21,600	10,600	49.07%	$82,400	Bartholomew	3
Indianapolis	Greenwood / South / East	47203	Columbus (East)	SOUTH / EAST	$2,284	$1,010	$3,294	18,800	7,500	2,900	38.67%	$64,800	Bartholomew	3
Indianapolis	Greenwood / South / East	47331	Connersville	SOUTH / EAST	$5,940	$0	$5,940	14,500	6,200	1,900	30.65%	$56,400	Fayette	3
Indianapolis	Greenwood / South / East	46239	Cumberland / SE Indy	SOUTH / EAST	$51,786	$0	$51,786	33,500	13,000	5,500	42.31%	$78,400	Marion	3
Indianapolis	Greenwood / South / East	46124	Edinburgh	SOUTH / EAST	$3,549	$12,976	$16,525	9,500	3,700	1,400	37.84%	$66,400	Johnson	3
Indianapolis	Greenwood / South / East	46126	Fountaintown	SOUTH / EAST	$4,290	$0	$4,290	6,800	2,500	1,050	42.00%	$72,800	Shelby	3
Indianapolis	Greenwood / South / East	46131	Franklin	SOUTH / EAST	$47,432	$41,674	$89,106	29,200	11,000	5,100	46.36%	$82,400	Johnson	3
Indianapolis	Greenwood / South / East	46140	Greenfield	SOUTH / EAST	$56,139	$27,641	$83,780	29,000	11,200	4,700	41.96%	$78,600	Hancock	3
Indianapolis	Greenwood / South / East	46143	Greenwood	SOUTH / EAST	$171,664	$91,162	$262,826	53,500	20,200	11,200	55.45%	$92,400	Johnson	3
Indianapolis	Greenwood / South / East	46142	Greenwood (West)	SOUTH / EAST	$22,855	$0	$22,855	39,500	15,000	8,200	54.67%	$88,400	Johnson	3
Indianapolis	Greenwood / South / East	46235	Lawrence / East Indy	SOUTH / EAST	$1,000	$0	$1,000	33,500	13,000	5,100	39.23%	$68,400	Marion	3
Indianapolis	Greenwood / South / East	46236	Lawrence / NE Indy	SOUTH / EAST	$16,872	$23,300	$40,172	39,500	15,000	6,800	45.33%	$82,400	Marion	3
Indianapolis	Greenwood / South / East	46055	McCordsville	SOUTH / EAST	$118,635	$43,485	$162,120	23,500	8,300	5,200	62.65%	$108,400	Hancock	3
Indianapolis	Greenwood / South / East	46164	Morgantown	SOUTH / EAST	$4,263	$17,206	$21,469	5,200	2,000	750	37.50%	$62,400	Morgan	3
Indianapolis	Greenwood / South / East	46160	Morgantown (East)	SOUTH / EAST	$10,983	$0	$10,983	4,700	1,800	680	37.78%	$62,800	Brown	3
Indianapolis	Greenwood / South / East	47304	Muncie (East)	SOUTH / EAST	$0	$8,000	$8,000	29,000	12,400	4,400	35.48%	$62,400	Delaware	3
Indianapolis	Greenwood / South / East	46163	New Palestine	SOUTH / EAST	$57,410	$62,108	$119,518	12,600	4,500	2,500	55.56%	$94,400	Hancock	3
Indianapolis	Greenwood / South / East	46184	New Whiteland	SOUTH / EAST	$30,663	$0	$30,663	12,800	4,700	2,200	46.81%	$78,400	Johnson	3
Indianapolis	Greenwood / South / East	46162	Nineveh	SOUTH / EAST	$4,193	$0	$4,193	4,700	1,800	680	37.78%	$64,800	Johnson	3
Indianapolis	Greenwood / South / East	46064	Pendleton	SOUTH / EAST	$1,748	$0	$1,748	12,600	4,700	2,300	48.94%	$78,400	Madison	3
Indianapolis	Greenwood / South / East	46176	Shelbyville	SOUTH / EAST	$3,449	$0	$3,449	22,800	9,100	3,400	37.36%	$64,800	Shelby	3
Indianapolis	Greenwood / South / East	46259	Southeast Indianapolis	SOUTH / EAST	$9,008	$31,448	$40,456	18,800	7,100	2,900	40.85%	$72,400	Marion	3
Indianapolis	Greenwood / South / East	46237	Southport / SE Indy	SOUTH / EAST	$21,190	$0	$21,190	49,500	19,200	8,600	44.79%	$78,400	Marion	3
Indianapolis	Greenwood / South / East	46227	Southport / South Indy	SOUTH / EAST	$10,459	$7,300	$17,759	43,500	17,000	7,500	44.12%	$74,400	Marion	3
Indianapolis	Greenwood / South / East	46181	Trafalgar	SOUTH / EAST	$30,170	$33,275	$63,445	5,800	2,100	850	40.48%	$68,400	Johnson	3
Indianapolis	Greenwood / South / East	46216	Warren Township (East)	SOUTH / EAST	$12,128	$0	$12,128	18,800	7,500	2,500	33.33%	$62,400	Marion	3

Chart 6a.

Indianapolis Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

LOCATION	KEY AREAS	Zip Code	Area / Neighborhood	TERRITORY	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	Avg Household Income	County	Territory
Indianapolis	West / South	46241	Airport / SW Indy	SOUTH / WEST	$0	$6,565	$6,565	46,500	18,200	6,100	33.52%	$62,400	Marion	4
Indianapolis	West / South	46123	Avon	SOUTH / WEST	$72,116	$19,505	$91,621	50,000	18,200	11,000	60.44%	$104,400	Hendricks	4
Indianapolis	West / South	46106	Bargersville	SOUTH / WEST	$54,881	$53,686	$108,568	9,200	3,200	1,600	50.00%	$84,400	Johnson	4
Indianapolis	West / South	46105	Belleville	SOUTH / WEST	$989	$11,800	$12,789	2,600	1,050	400	38.10%	$64,800	Hendricks	4
Indianapolis	West / South	47401	Bloomington	SOUTH / WEST	$0	$11,230	$11,230	57,000	22,800	9,900	43.42%	$56,400	Monroe	4
Indianapolis	West / South	47408	Bloomington (East)	SOUTH / WEST	$5,183	$0	$5,183	18,800	7,800	2,900	37.18%	$58,400	Monroe	4
Indianapolis	West / South	46112	Brownsburg	SOUTH / WEST	$101,518	$39,844	$141,362	36,500	13,000	7,600	58.46%	$102,400	Hendricks	4
Indianapolis	West / South	46113	Camby	SOUTH / WEST	$10,650	$0	$10,650	21,000	7,900	3,700	46.84%	$78,400	Marion	4
Indianapolis	West / South	46121	Coatesville	SOUTH / WEST	$4,046	$5,256	$9,303	3,700	1,400	480	34.29%	$64,800	Hendricks	4
Indianapolis	West / South	47933	Crawfordsville	SOUTH / WEST	$2,909	$19,825	$22,734	16,800	7,100	2,500	35.21%	$62,400	Montgomery	4
Indianapolis	West / South	46122	Danville	SOUTH / WEST	$9,489	$21,577	$31,067	19,000	7,300	3,400	46.58%	$78,400	Hendricks	4
Indianapolis	West / South	46214	Eagle Creek / West Indy	SOUTH / WEST	$6,841	$0	$6,841	33,500	13,300	4,700	35.34%	$64,800	Marion	4
Indianapolis	West / South	47429	Ellettsville	SOUTH / WEST	$3,546	$0	$3,546	8,900	3,700	1,250	33.78%	$62,400	Monroe	4
Indianapolis	West / South	46041	Frankfort	SOUTH / WEST	$0	$8,270	$8,270	18,800	7,500	2,500	33.33%	$62,400	Clinton	4
Indianapolis	West / South	46151	Martinsville	SOUTH / WEST	$7,546	$0	$7,546	18,800	7,500	2,900	38.67%	$64,800	Morgan	4
Indianapolis	West / South	46158	Mooresville	SOUTH / WEST	$6,436	$11,250	$17,686	23,000	8,900	4,000	44.94%	$78,400	Morgan	4
Indianapolis	West / South	46147	Pittsboro	SOUTH / WEST	$0	$22,000	$22,000	9,000	3,300	1,700	51.52%	$94,400	Hendricks	4
Indianapolis	West / South	46167	Pittsboro (South)	SOUTH / WEST	$2,806	$7,975	$10,781	6,800	2,500	1,150	46.00%	$82,400	Hendricks	4
Indianapolis	West / South	46168	Plainfield	SOUTH / WEST	$100,433	$68,176	$168,609	41,200	15,000	7,800	52.00%	$96,400	Hendricks	4
Indianapolis	West / South	46217	Southwest Indianapolis	SOUTH / WEST	$9,074	$6,000	$15,074	29,000	11,200	4,400	39.29%	$68,400	Marion	4
Indianapolis	West / South	46221	Southwest Indianapolis (Inner)	SOUTH / WEST	$10,895	$0	$10,895	29,000	11,200	4,000	35.71%	$62,400	Marion	4
Indianapolis	West / South	46234	West Indianapolis / Ameriplex	SOUTH / WEST	$26,743	$0	$26,743	29,500	10,900	5,100	46.79%	$82,400	Marion	4

Chart 6a.

Indianapolis Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

LOCATION	KEY AREAS	Zip Code	Area / Neighborhood	TERRITORY	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	Avg Household Income	County	Territory
Indianapolis	Zionsville / Northwest	46107	Beech Grove	NORTHWEST	$3,146	$0	$3,146	22,800	9,800	3,900	39.80%	$68,400	Marion	5
Indianapolis	Zionsville / Northwest	46220	Broad Ripple	NORTHWEST	$62,070	$27,638	$89,709	33,000	15,500	8,100	52.26%	$88,400	Marion	5
Indianapolis	Zionsville / Northwest	46208	Butler-Tarkington	NORTHWEST	$8,756	$0	$8,756	22,800	10,400	5,000	48.08%	$72,400	Marion	5
Indianapolis	Zionsville / Northwest	46240	Castleton / North Indy	NORTHWEST	$52,028	$0	$52,028	29,000	13,400	7,100	52.99%	$92,400	Marion	5
Indianapolis	Zionsville / Northwest	47970	Covington	NORTHWEST	$0	$10,500	$10,500	4,700	1,900	630	33.16%	$58,400	Fountain	5
Indianapolis	Zionsville / Northwest	46204	Downtown Indianapolis	NORTHWEST	$5,325	$0	$5,325	12,600	6,200	2,600	41.94%	$62,400	Marion	5
Indianapolis	Zionsville / Northwest	46254	Eagle Creek / NW Indy	NORTHWEST	$1,846	$0	$1,846	36,500	14,000	5,500	39.29%	$68,400	Marion	5
Indianapolis	Zionsville / Northwest	46203	Fountain Square / SE Indy	NORTHWEST	$12,558	$0	$12,558	33,500	14,000	5,100	36.43%	$62,400	Marion	5
Indianapolis	Zionsville / Northwest	46201	Irvington / East Indy	NORTHWEST	$4,481	$0	$4,481	29,000	11,900	3,400	28.57%	$54,400	Marion	5
Indianapolis	Zionsville / Northwest	47905	Lafayette (East)	NORTHWEST	$18,575	$0	$18,575	36,500	14,500	6,100	42.07%	$74,400	Tippecanoe	5
Indianapolis	Zionsville / Northwest	47909	Lafayette (South)	NORTHWEST	$0	$10,362	$10,362	43,500	17,000	6,500	38.24%	$68,400	Tippecanoe	5
Indianapolis	Zionsville / Northwest	46052	Lebanon	NORTHWEST	$43,871	$59,673	$103,545	19,200	7,200	3,200	44.44%	$78,400	Boone	5
Indianapolis	Zionsville / Northwest	46205	Meridian-Kessler	NORTHWEST	$34,061	$16,162	$50,223	22,800	10,600	5,800	54.72%	$82,400	Marion	5
Indianapolis	Zionsville / Northwest	46202	Near Northside	NORTHWEST	$55,925	$9,480	$65,405	18,500	8,800	3,400	38.64%	$64,400	Marion	5
Indianapolis	Zionsville / Northwest	46268	Northwest Indianapolis	NORTHWEST	$11,441	$0	$11,441	22,800	10,100	4,700	46.53%	$78,400	Marion	5
Indianapolis	Zionsville / Northwest	46278	Pike Township (West)	NORTHWEST	$26,725	$4,892	$31,617	26,000	9,900	4,400	44.44%	$78,400	Marion	5
Indianapolis	Zionsville / Northwest	46260	Pike Township / NW Indy	NORTHWEST	$18,168	$15,491	$33,659	29,000	12,400	5,400	43.55%	$76,400	Marion	5
Indianapolis	Zionsville / Northwest	46225	South Indianapolis	NORTHWEST	$1,388	$0	$1,388	22,800	9,800	3,400	34.69%	$54,400	Marion	5
Indianapolis	Zionsville / Northwest	46224	Speedway / West Indy	NORTHWEST	$10,028	$0	$10,028	29,000	11,900	4,400	36.97%	$66,400	Marion	5
Indianapolis	Zionsville / Northwest	46219	Warren Township / East Indy	NORTHWEST	$1,830	$6,580	$8,410	43,500	16,600	5,800	34.94%	$64,800	Marion	5
Indianapolis	Zionsville / Northwest	46226	Warren Township / NE Indy	NORTHWEST	$11,472	$5,958	$17,430	39,500	15,300	6,100	39.87%	$68,400	Marion	5
Indianapolis	Zionsville / Northwest	47906	West Lafayette	NORTHWEST	$6,470	$0	$6,470	29,000	10,900	4,700	43.12%	$62,400	Tippecanoe	5
Indianapolis	Zionsville / Northwest	46075	Whitestown	NORTHWEST	$43,448	$41,149	$84,597	26,500	9,500	5,800	61.05%	$108,400	Boone	5
Indianapolis	Zionsville / Northwest	46077	Zionsville	NORTHWEST	$502,240	$115,881	$618,121	39,500	14,200	10,400	73.24%	$148,400	Boone	5
Indianapolis	Zionsville / Northwest			NORTHWEST	$21,890	$29,527	$51,417							5

Chart 6b.

Dallas / Fort Worth Affiliate Location

Territory Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Dallas / Fort Worth (DFW)	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of Households over 75k
1	GREATER FORT WORTH	$73,670	$153,561	$227,231	547,200	205,600	100,540	49.00%
2	CENTRAL	$139,108	$112,087	$251,195	341,000	146,200	87,770	55.00%
3	NORTHEAST	$144,661	$346,493	$491,154	338,200	109,600	71,800	59.00%
4	NORTHWEST	$89,355	$215,480	$304,835	346,200	122,400	78,240	50.00%
5	NORTH / CENTRAL	$175,681	$304,771	$480,452	332,000	107,600	74,470	58.00%
6	URBAN / NORTHWEST	$96,685	$156,902	$253,587	349,200	143,700	84,070	50.00%
7	URBAN / NORTHEAST	$67,337	$106,873	$174,210	441,200	170,200	85,540	69.00%
8	FAR NORTHWEST	$166,805	$350,649	$517,454	666,400	239,100	138,920	56.00%
9	MID-CITIES	$83,603	$157,632	$241,235	636,400	230,700	125,910	67.00%
10	SOUTH	$181,478	$222,974	$404,452	651,800	231,400	115,850	66.00%
11	FAR NORTHEAST	$112,854	$180,983	$293,837	480,700	165,200	92,500	60.00%
	LOCATION TOTALS	$1,331,237	$2,308,405	$3,639,642	5,130,300	1,871,700	1,055,610	56.40%
	AVERAGE	$121,022	$209,855	$330,877	466,391	170,155	95,965	56.40%

Dallas / Fort Worth (DFW)	Revenue per Territory	Est. 2025 Population	Est. 2025 Households	HH Income >$75K
HIGH	$517,454	666,400	239,100	138,920
LOW	$174,210	332,000	107,600	71,800
AVERAGE	$330,877	466,391	170,155	95,965
MEDIAN	$293,837	441,200	165,200	87,770
ABOVE AVG	4 OF 11	5 OF 11	5 OF 11	5 OF 11
BELOW AVG	7 OF 11	6 OF 11	6 OF 11	6 OF 11
ABOVE AVG %	36.36%	45.45%	45.45%	45.45%
BELOW AVG %	63.64%	54.55%	54.55%	54.55%

Dallas / Fort Worth – Territory Overview

Chart 6b.

Dallas / Fort Worth Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	FORT WORTH / NORTH RICHLAND HILLS	76035	Cresson	GREATER FORT WORTH	$0	$15,000	$15,000	7,100	2,600	1,350	52%	$72,400	Johnson	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76036	Crowley	GREATER FORT WORTH	$3,161	$6,956	$10,117	31,200	11,200	5,600	50%	$68,200	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76126	Fort Worth (Benbrook)	GREATER FORT WORTH	$14,418	$22,337	$36,755	36,400	14,200	7,240	51%	$82,400	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76123	Fort Worth (Crowley Area)	GREATER FORT WORTH	$19,441	$0	$19,441	60,500	22,300	9,590	43%	$71,200	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76132	Fort Worth (Hulen)	GREATER FORT WORTH	$2,986	$12,914	$15,900	49,400	19,100	10,120	53%	$89,400	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76118	Fort Worth (Richland Hills)	GREATER FORT WORTH	$4,350	$0	$4,350	40,300	15,200	6,080	40%	$68,400	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76114	Fort Worth (Ridglea)	GREATER FORT WORTH	$1,300	$0	$1,300	28,200	11,100	4,560	41%	$70,200	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76131	Fort Worth (Saginaw)	GREATER FORT WORTH	$0	$5,665	$5,665	68,600	25,400	12,190	48%	$79,400	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76107	Fort Worth (Westover Hills)	GREATER FORT WORTH	$3,278	$0	$3,278	23,400	10,100	5,560	55%	$91,200	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76108	Fort Worth (White Settlement)	GREATER FORT WORTH	$0	$5,338	$5,338	42,400	16,200	6,970	43%	$70,400	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76044	Godley	GREATER FORT WORTH	$3,800	$0	$3,800	10,100	3,600	1,660	46%	$72,200	Johnson	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76065	Midlothian	GREATER FORT WORTH	$8,430	$40,138	$48,568	48,400	16,200	9,070	56%	$93,400	Ellis	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76180	North Richland Hills	GREATER FORT WORTH	$7,256	$0	$7,256	57,200	22,100	11,050	50%	$82,200	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76182	North Richland Hills	GREATER FORT WORTH	$5,250	$0	$5,250	38,400	14,200	8,660	61%	$98,400	Tarrant	1
DFW	FORT WORTH / NORTH RICHLAND HILLS	76093	Rio Vista	GREATER FORT WORTH	$0	$45,213	$45,213	5,600	2,100	840	40%	$65,200	Johnson	1

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	URBAN DALLAS	75246	Dallas (Baylor Area)	CENTRAL	$22,072	$0	$22,072	7,200	3,100	1,550	50%	$78,400	Dallas	2
DFW	URBAN DALLAS	75208	Dallas (Bishop Arts)	CENTRAL	$3,642	$0	$3,642	42,400	17,200	7,050	41%	$72,400	Dallas	2
DFW	URBAN DALLAS	75209	Dallas (Bluffview)	CENTRAL	$37,906	$11,501	$49,407	13,200	6,100	4,090	67%	$118,200	Dallas	2
DFW	URBAN DALLAS	75228	Dallas (East Dallas)	CENTRAL	$699	$0	$699	52,400	19,300	7,530	39%	$65,400	Dallas	2
DFW	URBAN DALLAS	75252	Dallas (Far North Dallas)	CENTRAL	$5,500	$13,685	$19,185	28,400	12,200	8,170	67%	$108,400	Dallas	2
DFW	URBAN DALLAS	75205	Dallas (Highland Park)	CENTRAL	$4,991	$0	$4,991	21,200	9,100	7,100	78%	$185,200	Dallas	2
DFW	URBAN DALLAS	75218	Dallas (Lake Highlands)	CENTRAL	$1,863	$8,971	$10,834	42,400	17,200	10,150	59%	$98,400	Dallas	2
DFW	URBAN DALLAS	75214	Dallas (Lakewood)	CENTRAL	$1,625	$17,703	$19,328	33,400	14,200	9,660	68%	$115,400	Dallas	2
DFW	URBAN DALLAS	75206	Dallas (Lower Greenville)	CENTRAL	$15,390	$5,855	$21,245	27,400	13,200	8,580	65%	$102,400	Dallas	2
DFW	URBAN DALLAS	75219	Dallas (Oak Lawn)	CENTRAL	$33,517	$0	$33,517	25,400	12,200	8,170	67%	$108,200	Dallas	2
DFW	URBAN DALLAS	75225	Dallas (University Park)	CENTRAL	$1,881	$54,372	$56,253	18,200	8,100	6,560	81%	$198,400	Dallas	2
DFW	URBAN DALLAS	75204	Dallas (Uptown)	CENTRAL	$10,022	$0	$10,022	29,400	14,300	9,160	64%	$112,400	Dallas	2

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	MCKINNEY / PROSPER	75009	Celina	NORTHEAST	$61,813	$11,449	$73,262	47,400	15,300	9,640	63%	$112,400	Collin	3
DFW	MCKINNEY / PROSPER	75071	McKinney	NORTHEAST	$45,070	$161,671	$206,741	74,400	24,400	15,370	63%	$98,200	Collin	3
DFW	MCKINNEY / PROSPER	75072	McKinney	NORTHEAST	$0	$29,508	$29,508	59,400	19,200	13,060	68%	$108,400	Collin	3
DFW	MCKINNEY / PROSPER	75070	McKinney	NORTHEAST	$15,522	$13,590	$29,112	78,400	25,300	16,190	64%	$98,400	Collin	3
DFW	MCKINNEY / PROSPER	75076	Pottsboro	NORTHEAST	$0	$2,752	$2,752	16,200	6,100	2,870	47%	$62,400	Grayson	3
DFW	MCKINNEY / PROSPER	75078	Prosper	NORTHEAST	$22,256	$127,523	$149,779	62,400	19,300	14,670	76%	$138,400	Collin	3

Chart 6b.

Dallas / Fort Worth Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	ALLEN / PLANO	75013	Allen	NORTHWEST	$28,520	$38,565	$67,085	58,400	19,200	12,670	66%	$108,400	Collin	4
DFW	ALLEN / PLANO	75093	Plano	NORTHWEST	$14,537	$51,198	$65,735	56,200	20,200	13,740	68%	$112,400	Collin	4
DFW	ALLEN / PLANO	75024	Plano	NORTHWEST	$6,605	$18,170	$24,775	68,400	24,300	16,280	67%	$118,200	Collin	4
DFW	ALLEN / PLANO	75075	Plano	NORTHWEST	$10,839	$8,375	$19,214	56,400	20,300	12,180	60%	$98,400	Collin	4
DFW	ALLEN / PLANO	75025	Plano	NORTHWEST	$0	$18,000	$18,000	50,400	18,200	11,650	64%	$102,400	Collin	4
DFW	ALLEN / PLANO	75056	The Colony	NORTHWEST	$28,854	$81,172	$110,026	56,400	20,200	11,720	58%	$89,400	Denton	4

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	FRISCO	75035	Frisco	NORTH / CENTRAL	$48,686	$74,250	$122,936	82,400	26,400	19,270	73%	$128,400	Collin	5
DFW	FRISCO	75034	Frisco	NORTH / CENTRAL	$73,644	$48,219	$121,863	68,400	22,200	15,540	70%	$122,400	Collin	5
DFW	FRISCO	75033	Frisco	NORTH / CENTRAL	$17,126	$82,960	$100,086	70,400	22,300	16,280	73%	$125,400	Collin	5
DFW	FRISCO	75036	Frisco	NORTH / CENTRAL	$2,410	$34,820	$37,230	42,400	14,300	10,160	71%	$118,200	Denton	5
DFW	FRISCO	75068	Little Elm	NORTH / CENTRAL	$33,815	$64,522	$98,337	68,400	22,400	13,220	59%	$92,400	Denton	5

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	ADDISON / CARROLTON / NORTH DALLAS	75001	Addison	URBAN / NORTHWEST	$19,888	$7,971	$27,859	16,200	8,100	5,600	69%	$105,400	Dallas	6
DFW	ADDISON / CARROLTON / NORTH DALLAS	75010	Carrollton	URBAN / NORTHWEST	$11,352	$32,345	$43,697	47,200	18,100	10,140	56%	$88,400	Denton	6
DFW	ADDISON / CARROLTON / NORTH DALLAS	75006	Carrollton	URBAN / NORTHWEST	$28,036	$0	$28,036	56,400	21,300	11,080	52%	$82,400	Dallas	6
DFW	ADDISON / CARROLTON / NORTH DALLAS	75007	Carrollton	URBAN / NORTHWEST	$4,552	$0	$4,552	50,400	19,200	10,560	55%	$85,400	Denton	6
DFW	ADDISON / CARROLTON / NORTH DALLAS	75287	Dallas (Addison Area)	URBAN / NORTHWEST	$1,946	$3,541	$5,487	42,400	18,200	10,560	58%	$95,400	Dallas	6
DFW	ADDISON / CARROLTON / NORTH DALLAS	75220	Dallas (Bachman Lake)	URBAN / NORTHWEST	$4,500	$8,432	$12,932	32,400	14,200	7,680	54%	$72,400	Dallas	6
DFW	ADDISON / CARROLTON / NORTH DALLAS	75240	Dallas (North Dallas)	URBAN / NORTHWEST	$1,226	$17,500	$18,726	36,400	16,200	10,690	66%	$102,400	Dallas	6
DFW	ADDISON / CARROLTON / NORTH DALLAS	75230	Dallas (Preston Hollow)	URBAN / NORTHWEST	$13,847	$87,113	$100,960	32,400	14,200	10,080	71%	$128,400	Dallas	6
DFW	ADDISON / CARROLTON / NORTH DALLAS	75234	Farmers Branch	URBAN / NORTHWEST	$11,338	$0	$11,338	35,400	14,200	7,680	54%	$82,400	Dallas	6

Chart 6b.

Dallas / Fort Worth Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	RICHARDSON / GARLAND / NORTH DALLAS	75248	Dallas (Far North Dallas)	URBAN / NORTHEAST	$20,636	$42,690	$63,326	38,400	16,200	11,180	69%	$108,400	Dallas	7
DFW	RICHARDSON / GARLAND / NORTH DALLAS	75243	Dallas (Hamilton Park)	URBAN / NORTHEAST	$8,400	$0	$8,400	56,400	22,300	10,040	45%	$72,400	Dallas	7
DFW	RICHARDSON / GARLAND / NORTH DALLAS	75238	Dallas (Lake Highlands North)	URBAN / NORTHEAST	$4,700	$5,000	$9,700	41,400	16,200	8,100	50%	$82,400	Dallas	7
DFW	RICHARDSON / GARLAND / NORTH DALLAS	75231	Dallas (Northeast Dallas)	URBAN / NORTHEAST	$671	$7,127	$7,798	43,400	17,300	7,610	44%	$68,400	Dallas	7
DFW	RICHARDSON / GARLAND / NORTH DALLAS	75229	Dallas (Northwest Dallas)	URBAN / NORTHEAST	$13,867	$0	$13,867	40,400	17,200	9,630	56%	$88,400	Dallas	7
DFW	RICHARDSON / GARLAND / NORTH DALLAS	75044	Garland	URBAN / NORTHEAST	$5,156	$9,844	$15,000	53,200	19,200	8,070	42%	$68,400	Dallas	7
DFW	RICHARDSON / GARLAND / NORTH DALLAS	75043	Garland	URBAN / NORTHEAST	$4,763	$5,201	$9,964	60,400	21,300	8,090	38%	$62,400	Dallas	7
DFW	RICHARDSON / GARLAND / NORTH DALLAS	75082	Richardson	URBAN / NORTHEAST	$4,985	$27,673	$32,658	49,200	18,200	10,560	58%	$92,400	Dallas	7
DFW	RICHARDSON / GARLAND / NORTH DALLAS	75080	Richardson	URBAN / NORTHEAST	$4,159	$9,338	$13,497	58,400	22,300	12,260	55%	$88,400	Dallas	7

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76226	Argyle	FAR NORTHWEST	$18,322	$24,751	$43,073	25,200	8,100	6,080	75%	$128,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76227	Aubrey	FAR NORTHWEST	$30,476	$36,260	$66,736	36,400	12,200	7,080	58%	$92,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	75019	Coppell	FAR NORTHWEST	$10,233	$8,879	$19,112	43,200	14,100	10,580	75%	$122,400	Dallas	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76207	Denton	FAR NORTHWEST	$6,653	$119,204	$125,857	34,400	14,200	5,540	39%	$65,200	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76208	Denton	FAR NORTHWEST	$25,165	$0	$25,165	50,400	19,300	9,070	47%	$75,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76210	Denton	FAR NORTHWEST	$4,610	$0	$4,610	65,400	24,300	12,640	52%	$82,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76209	Denton	FAR NORTHWEST	$2,035	$0	$2,035	45,400	17,200	6,540	38%	$62,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	75028	Flower Mound	FAR NORTHWEST	$0	$31,444	$31,444	70,400	23,200	17,180	74%	$135,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	75022	Flower Mound	FAR NORTHWEST	$2,799	$19,867	$22,666	42,400	14,100	10,010	71%	$128,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76051	Grapevine	FAR NORTHWEST	$0	$4,000	$4,000	53,400	21,100	12,660	60%	$98,400	Tarrant	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	75065	Lake Dallas	FAR NORTHWEST	$0	$2,400	$2,400	17,200	6,100	3,050	50%	$75,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	75077	Lewisville	FAR NORTHWEST	$15,464	$8,400	$23,864	55,200	20,100	11,660	58%	$88,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	75067	Lewisville	FAR NORTHWEST	$937	$0	$937	60,400	22,200	11,110	50%	$82,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76272	Montague/Valley View	FAR NORTHWEST	$0	$35,000	$35,000	10,200	3,600	1,550	43%	$62,400	Montague	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76247	Northlake	FAR NORTHWEST	$36,520	$47,907	$84,427	23,400	8,100	4,540	56%	$88,400	Denton	8
DFW	FLOWER MOUND / SOUTHLAKE / DENTON	76092	Southlake	FAR NORTHWEST	$13,591	$12,537	$26,128	33,400	11,200	9,630	86%	$198,400	Tarrant	8

Chart 6b.

Dallas / Fort Worth Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	ARLINGTON / IRVING / KELLER	76001	Arlington	MID-CITIES	$2,824	$10,800	$13,624	47,400	18,200	8,550	47%	$75,400	Tarrant	9
DFW	ARLINGTON / IRVING / KELLER	76005	Arlington	MID-CITIES	$4,499	$8,131	$12,630	6,700	2,600	1,230	47%	$75,400	Tarrant	9
DFW	ARLINGTON / IRVING / KELLER	76016	Arlington	MID-CITIES	$1,956	$4,346	$6,302	44,200	17,100	8,020	47%	$75,400	Tarrant	9
DFW	ARLINGTON / IRVING / KELLER	76017	Arlington	MID-CITIES	$947	$0	$947	47,800	18,400	8,640	47%	$75,400	Tarrant	9
DFW	ARLINGTON / IRVING / KELLER	76034	Colleyville	MID-CITIES	$10,888	$5,922	$16,810	27,200	9,600	7,580	79%	$148,400	Tarrant	9
DFW	ARLINGTON / IRVING / KELLER	75054	Grand Prairie	MID-CITIES	$0	$8,651	$8,651	44,800	16,100	7,230	45%	$72,400	Dallas	9
DFW	ARLINGTON / IRVING / KELLER	75050	Grand Prairie	MID-CITIES	$4,795	$0	$4,795	52,600	19,200	7,490	39%	$65,200	Dallas	9
DFW	ARLINGTON / IRVING / KELLER	76052	Haslet	MID-CITIES	$1,473	$12,496	$13,969	35,200	12,100	7,260	60%	$95,400	Tarrant	9
DFW	ARLINGTON / IRVING / KELLER	76054	Hurst	MID-CITIES	$17,098	$34,218	$51,316	35,200	14,100	7,620	54%	$82,400	Tarrant	9
DFW	ARLINGTON / IRVING / KELLER	75061	Irving	MID-CITIES	$1,512	$3,199	$4,711	62,800	22,400	9,190	41%	$65,200	Dallas	9
DFW	ARLINGTON / IRVING / KELLER	75039	Irving (Las Colinas)	MID-CITIES	$14,566	$14,855	$29,421	32,400	14,100	8,610	61%	$98,400	Dallas	9
DFW	ARLINGTON / IRVING / KELLER	75063	Irving (Valley Ranch)	MID-CITIES	$1,028	$14,999	$16,027	42,100	16,200	9,070	56%	$95,400	Dallas	9
DFW	ARLINGTON / IRVING / KELLER	76248	Keller	MID-CITIES	$0	$15,515	$15,515	55,200	17,200	11,700	68%	$108,400	Tarrant	9
DFW	ARLINGTON / IRVING / KELLER	76244	Keller	MID-CITIES	$6,729	$8,500	$15,229	70,400	22,300	15,170	68%	$108,400	Tarrant	9
DFW	ARLINGTON / IRVING / KELLER	76262	Roanoke/Trophy Club	MID-CITIES	$15,288	$16,000	$31,288	32,400	11,100	8,550	77%	$128,400	Denton	9

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	MANSFIELD / ROCKWALL / SOUTH	75104	Cedar Hill	SOUTH	$4,900	$26,000	$30,900	48,400	18,200	8,550	47%	$72,400	Dallas	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75115	Desoto	SOUTH	$6,797	$0	$6,797	59,400	22,400	10,080	45%	$72,400	Dallas	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75137	Duncanville	SOUTH	$1,521	$0	$1,521	50,400	19,200	8,070	42%	$68,400	Dallas	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75126	Forney	SOUTH	$2,581	$50,739	$53,320	67,400	22,400	13,220	59%	$95,400	Kaufman	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75134	Lancaster	SOUTH	$0	$5,000	$5,000	39,400	14,200	5,540	39%	$62,400	Dallas	10
DFW	MANSFIELD / ROCKWALL / SOUTH	76063	Mansfield	SOUTH	$38,805	$46,084	$84,889	68,400	22,400	13,660	61%	$95,400	Tarrant	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75181	Mesquite	SOUTH	$10,210	$15,365	$25,575	40,400	14,200	6,110	43%	$68,400	Dallas	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75150	Mesquite	SOUTH	$0	$4,429	$4,429	60,400	22,300	8,030	36%	$62,400	Dallas	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75087	Rockwall	SOUTH	$74,831	$23,476	$98,307	66,400	23,300	13,280	57%	$92,400	Rockwall	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75032	Rockwall	SOUTH	$33,607	$21,900	$55,507	60,400	20,300	13,200	65%	$105,400	Rockwall	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75159	Seagoville	SOUTH	$0	$9,000	$9,000	20,200	7,100	2,840	40%	$62,400	Dallas	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75182	Sunnyvale	SOUTH	$0	$20,981	$20,981	18,200	6,100	4,580	75%	$112,400	Dallas	10
DFW	MANSFIELD / ROCKWALL / SOUTH	75165	Waxahachie	SOUTH	$8,226	$0	$8,226	52,400	19,300	8,690	45%	$75,400	Ellis	10

Chart 6b.

Dallas / Fort Worth Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
DFW	PLANO EAST / ALLEN EAST	75002	Allen	FAR NORTHEAST	$30,011	$16,849	$46,860	62,400	20,300	13,810	68%	$108,400	Collin	11
DFW	PLANO EAST / ALLEN EAST	75442	Farmersville	FAR NORTHEAST	$0	$10,000	$10,000	14,200	5,100	2,040	40%	$65,200	Collin	11
DFW	PLANO EAST / ALLEN EAST	75401	Greenville	FAR NORTHEAST	$0	$10,702	$10,702	40,200	16,100	5,470	34%	$55,200	Hunt	11
DFW	PLANO EAST / ALLEN EAST	75166	Lavon	FAR NORTHEAST	$13,672	$10,012	$23,684	18,200	6,100	3,540	58%	$92,400	Collin	11
DFW	PLANO EAST / ALLEN EAST	75452	Leonard	FAR NORTHEAST	$0	$10,193	$10,193	9,600	3,600	1,440	40%	$62,400	Fannin	11
DFW	PLANO EAST / ALLEN EAST	75069	McKinney	FAR NORTHEAST	$4,537	$36,800	$41,337	53,400	18,200	10,560	58%	$88,400	Collin	11
DFW	PLANO EAST / ALLEN EAST	75454	Melissa	FAR NORTHEAST	$2,999	$0	$2,999	28,400	9,100	6,100	67%	$105,400	Collin	11
DFW	PLANO EAST / ALLEN EAST	75173	Nevada	FAR NORTHEAST	$0	$9,240	$9,240	9,100	3,100	1,460	47%	$72,400	Collin	11
DFW	PLANO EAST / ALLEN EAST	75094	Plano	FAR NORTHEAST	$30,418	$28,736	$59,154	40,400	14,200	8,660	61%	$102,400	Collin	11
DFW	PLANO EAST / ALLEN EAST	75074	Plano	FAR NORTHEAST	$13,111	$2,810	$15,921	56,400	20,200	11,110	55%	$88,400	Collin	11
DFW	PLANO EAST / ALLEN EAST	75407	Princeton	FAR NORTHEAST	$0	$9,233	$9,233	27,400	9,100	4,550	50%	$82,400	Collin	11
DFW	PLANO EAST / ALLEN EAST	75189	Royse City	FAR NORTHEAST	$3,395	$0	$3,395	37,400	12,200	7,080	58%	$88,400	Rockwall	11
DFW	PLANO EAST / ALLEN EAST	75495	Van Alstyne	FAR NORTHEAST	$0	$36,408	$36,408	16,200	5,600	3,080	55%	$88,400	Grayson	11
DFW	PLANO EAST / ALLEN EAST	75098	Wylie	FAR NORTHEAST	$14,711	$0	$14,711	67,400	22,300	13,600	61%	$98,400	Collin	11

Chart 6c.

Tampa / St Petersburg Affiliate Location

Territory Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Tampa / St Petersburg	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of Households over 75k
1	PINELLAS COUNTY - SOUTH	$174,114	$335,154	$509,268	422,600	207,000	113,500	54.83%
2	PINELLAS COUNTY - NORTH	$70,538	$79,440	$149,978	316,400	144,700	90,000	62.20%
3	CITRIS / HERNANDO/ PASCO EAST	$104,974	$87,871	$192,845	423,000	186,600	85,700	45.93%
4	PASCO COUNTY / WEST	$357,856	$292,103	$649,959	476,500	176,800	102,300	57.86%
5	MARION / VOLUSIA / POLK	$158,796	$118,629	$277,425	360,500	163,700	75,000	45.82%
6	CENTRAL / NORTHEAST	$232,789	$351,745	$584,534	637,600	255,900	168,700	65.92%
7	SOUTH / NORTHWEST / CENTRAL	$345,639	$243,277	$588,916	758,900	294,000	157,800	53.67%
	LOCATION TOTALS	$1,444,706	$1,508,219	$2,952,925	3,395,500	1,428,700	793,000	55.51%
	AVERAGE	$206,387	$215,460	$421,846	485,071	204,100	113,286	55.51%

Tampa / St Petersburg	Revenue per Territory	Est. 2025 Population	Est. 2025 Households	HH Income >$75K
HIGH	$649,959	758,900	294,000	168,700
LOW	$149,978	316,400	144,700	75,000
AVERAGE	$421,846	485,643	204,100	113,286
MEDIAN	$509,268	423,000	186,600	102,300
ABOVE AVG	4 of 7	3 of 7	3 of 7	3 of 7
BELOW AVG	3 of 7	4 of 7	4 of 7	4 of 7
ABOVE AVG %	57.14%	42.86%	42.86%	42.86%
BELOW AVG %	42.86%	57.14%	57.14%	57.14%

TAMPA / ST PETERSBURG – Territory Overview

Chart 6c.

Tampa / St Petersburg Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Tampa	St Pete / Largo	33701	Downtown St. Pete	PINELLAS COUNTY - SOUTH	-	$203,772	$203,772	16,400	8,900	5,800	65.17%	$74,200	Pinellas	1
Tampa	St Pete / Largo	33771	Largo Central	PINELLAS COUNTY - SOUTH	$6,641	-	$6,641	28,200	13,600	6,800	50.00%	$72,400	Pinellas	1
Tampa	St Pete / Largo	33773	Largo NE / Lake Seminole	PINELLAS COUNTY - SOUTH	$3,209	-	$3,209	22,400	11,200	6,200	55.36%	$76,800	Pinellas	1
Tampa	St Pete / Largo	33770	Largo West	PINELLAS COUNTY - SOUTH	$10,630	-	$10,630	24,400	12,200	6,800	55.74%	$74,200	Pinellas	1
Tampa	St Pete / Largo	33782	Pinellas Park	PINELLAS COUNTY - SOUTH	$4,333	$10,500	$14,833	24,100	12,200	6,800	55.74%	$76,800	Pinellas	1
Tampa	St Pete / Largo	33781	Pinellas Park South	PINELLAS COUNTY - SOUTH	$1,775	-	$1,775	23,200	11,400	5,400	47.37%	$68,400	Pinellas	1
Tampa	St Pete / Largo	33708	Redington Beach / Madeira	PINELLAS COUNTY - SOUTH	$14,828	$11,376	$26,204	21,400	10,800	6,400	59.26%	$82,400	Pinellas	1
Tampa	St Pete / Largo	33772	Seminole	PINELLAS COUNTY - SOUTH	-	$18,405	$18,405	26,900	13,200	7,400	56.06%	$84,600	Pinellas	1
Tampa	St Pete / Largo	33776	Seminole South	PINELLAS COUNTY - SOUTH	-	$8,190	$8,190	18,600	9,400	5,600	59.57%	$86,400	Pinellas	1
Tampa	St Pete / Largo	33713	St. Pete - Central	PINELLAS COUNTY - SOUTH	$28,837	$11,447	$40,284	22,800	9,800	5,100	52.04%	$71,600	Pinellas	1
Tampa	St Pete / Largo	33704	St. Pete - Shore Acres NE	PINELLAS COUNTY - SOUTH	$37,887	$17,700	$55,587	22,400	10,600	7,100	66.98%	$96,300	Pinellas	1
Tampa	St Pete / Largo	33706	St. Pete Beach	PINELLAS COUNTY - SOUTH	$16,851	$13,542	$30,393	15,600	8,200	5,400	65.85%	$94,200	Pinellas	1
Tampa	St Pete / Largo	33707	St. Pete Beach / Gulfport	PINELLAS COUNTY - SOUTH	$11,506	$26,472	$37,978	27,400	13,200	7,200	54.55%	$78,300	Pinellas	1
Tampa	St Pete / Largo	33703	St. Pete NE	PINELLAS COUNTY - SOUTH	$7,460	-	$7,460	24,200	11,800	6,800	57.63%	$82,400	Pinellas	1
Tampa	St Pete / Largo	33705	St. Pete Old Southeast	PINELLAS COUNTY - SOUTH	$3,650	-	$3,650	22,400	10,800	5,200	48.15%	$72,400	Pinellas	1
Tampa	St Pete / Largo	33712	St. Pete South	PINELLAS COUNTY - SOUTH	$5,500	-	$5,500	21,800	10,200	4,400	43.14%	$66,400	Pinellas	1
Tampa	St Pete / Largo	33711	St. Pete SW	PINELLAS COUNTY - SOUTH	$4,119	-	$4,119	22,800	10,600	4,200	39.62%	$62,800	Pinellas	1
Tampa	St Pete / Largo	33710	St. Pete West / Jungle	PINELLAS COUNTY - SOUTH	$1,900	$13,750	$15,650	28,400	13,800	7,200	52.17%	$78,400	Pinellas	1
Tampa	St Pete / Largo	33715	Tierra Verde	PINELLAS COUNTY - SOUTH	$14,988	-	$14,988	9,200	5,100	3,700	72.55%	$138,600	Pinellas	1

Chart 6c.

Tampa / St Petersburg Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Tampa	Clearwater / Palm Harbor	33759	Clearwater / Safety Harbor	PINELLAS COUNTY - NORTH	$4,537	-	$4,537	20,800	9,600	6,200	64.58%	$96,400	Pinellas	2
Tampa	Clearwater / Palm Harbor	33767	Clearwater Beach	PINELLAS COUNTY - NORTH	$2,979	-	$2,979	7,800	4,600	3,800	82.61%	$118,600	Pinellas	2
Tampa	Clearwater / Palm Harbor	33756	Clearwater Central	PINELLAS COUNTY - NORTH	-	$6,295	$6,295	26,800	13,200	6,400	48.48%	$72,800	Pinellas	2
Tampa	Clearwater / Palm Harbor	33763	Clearwater NW / Dunedin S	PINELLAS COUNTY - NORTH	$1,958	-	$1,958	26,400	13,200	7,600	57.58%	$84,400	Pinellas	2
Tampa	Clearwater / Palm Harbor	33755	Downtown Clearwater	PINELLAS COUNTY - NORTH	-	$9,000	$9,000	22,600	10,800	5,200	48.15%	$72,400	Pinellas	2
Tampa	Clearwater / Palm Harbor	34698	Dunedin	PINELLAS COUNTY - NORTH	$14,282	$24,513	$38,795	28,900	13,100	7,600	58.02%	$84,700	Pinellas	2
Tampa	Clearwater / Palm Harbor	33762	Feather Sound / Clearwater	PINELLAS COUNTY - NORTH	$6,291	-	$6,291	18,400	8,600	5,200	60.47%	$88,400	Pinellas	2
Tampa	Clearwater / Palm Harbor	34683	Palm Harbor Central	PINELLAS COUNTY - NORTH	$14,733	-	$14,733	22,400	10,800	6,700	62.04%	$98,400	Pinellas	2
Tampa	Clearwater / Palm Harbor	34685	Palm Harbor East / Ridge	PINELLAS COUNTY - NORTH	-	$5,866	$5,866	38,600	15,200	11,400	75.00%	$112,600	Pinellas	2
Tampa	Clearwater / Palm Harbor	34684	Palm Harbor West	PINELLAS COUNTY - NORTH	-	$12,000	$12,000	28,600	13,800	8,200	59.42%	$94,600	Pinellas	2
Tampa	Clearwater / Palm Harbor	34695	Safety Harbor	PINELLAS COUNTY - NORTH	$12,574	$11,000	$23,574	29,100	12,400	8,700	70.16%	$104,300	Pinellas	2
Tampa	Clearwater / Palm Harbor	34689	Tarpon Springs	PINELLAS COUNTY - NORTH	$4,486	$10,766	$15,252	17,400	8,200	4,600	56.10%	$78,600	Pinellas	2
Tampa	Clearwater / Palm Harbor	34688	Tarpon Springs East	PINELLAS COUNTY - NORTH	$8,698	-	$8,698	28,600	11,200	8,400	75.00%	$108,400	Pinellas	2

Chart 6c.

Tampa / St Petersburg Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Tampa	Spring Hill / Hudson	34433	Citrus Springs	CITRUS / HERNANDO / PASCO EAST	$7,433	$11,940	$19,373	14,200	6,800	3,400	50.00%	$58,200	Citrus	3
Tampa	Spring Hill / Hudson	34429	Crystal River	CITRUS / HERNANDO / PASCO EAST	-	$6,600	$6,600	11,400	5,800	2,400	41.38%	$58,400	Citrus	3
Tampa	Spring Hill / Hudson	34434	Floral City	CITRUS / HERNANDO / PASCO EAST	$6,618	-	$6,618	8,200	4,200	1,800	42.86%	$54,200	Citrus	3
Tampa	Spring Hill / Hudson	34442	Hernando / Citrus Hills	CITRUS / HERNANDO / PASCO EAST	-	$12,000	$12,000	18,400	9,100	4,400	48.35%	$68,400	Citrus	3
Tampa	Spring Hill / Hudson	34446	Homosassa / Sugarmill Wds	CITRUS / HERNANDO / PASCO EAST	-	$9,600	$9,600	18,600	9,200	3,900	42.39%	$62,400	Citrus	3
Tampa	Spring Hill / Hudson	34601	Brooksville	CITRUS / HERNANDO / PASCO EAST	$1,195	-	$1,195	18,600	8,200	3,400	41.46%	$58,600	Hernando	3
Tampa	Spring Hill / Hudson	34604	Brooksville South	CITRUS / HERNANDO / PASCO EAST	$13,268	-	$13,268	29,100	11,800	5,400	45.76%	$66,400	Hernando	3
Tampa	Spring Hill / Hudson	34609	Spring Hill Central	CITRUS / HERNANDO / PASCO EAST	$33,351	-	$33,351	34,800	14,200	7,100	50.00%	$68,300	Hernando	3
Tampa	Spring Hill / Hudson	34606	Spring Hill East	CITRUS / HERNANDO / PASCO EAST	$9,568	-	$9,568	26,400	13,200	5,800	43.94%	$64,800	Hernando	3
Tampa	Spring Hill / Hudson	34607	Spring Hill West	CITRUS / HERNANDO / PASCO EAST	$13,045	-	$13,045	12,800	6,400	3,200	50.00%	$64,200	Hernando	3
Tampa	Spring Hill / Hudson	34669	Hudson / Bayonet Point	CITRUS / HERNANDO / PASCO EAST	$2,046	-	$2,046	32,400	12,800	5,200	40.63%	$62,800	Pasco	3
Tampa	Spring Hill / Hudson	34667	Hudson / Spring Hill South	CITRUS / HERNANDO / PASCO EAST	-	$17,431	$17,431	38,900	17,800	7,600	42.70%	$62,800	Pasco	3
Tampa	Spring Hill / Hudson	34652	New Port Richey	CITRUS / HERNANDO / PASCO EAST	$2,996	$3,249	$6,245	21,200	10,800	4,800	44.44%	$64,800	Pasco	3
Tampa	Spring Hill / Hudson	34654	New Port Richey East	CITRUS / HERNANDO / PASCO EAST	$569	-	$569	24,600	10,200	4,200	41.18%	$64,800	Pasco	3
Tampa	Spring Hill / Hudson	34668	Port Richey / Hudson S	CITRUS / HERNANDO / PASCO EAST	$2,500	-	$2,500	44,600	19,800	7,600	38.38%	$62,400	Pasco	3
Tampa	Spring Hill / Hudson	34610	Spring Hill SE / Pasco	CITRUS / HERNANDO / PASCO EAST	$6,000	-	$6,000	22,600	8,800	4,200	47.73%	$68,400	Pasco	3
Tampa	Spring Hill / Hudson	34655	Trinity / New Port Richey E	CITRUS / HERNANDO / PASCO EAST	$6,385	$27,051	$33,436	46,200	17,500	11,300	64.57%	$102,400	Pasco	3

Chart 6c.

Tampa / St Petersburg Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Tampa	Wesley Chapel / Zephyrhills	33543	Wesley Chapel South	PASCO COUNTY - WEST	$149,526	$127,874	$277,400	68,200	25,400	17,800	70.08%	$112,800	Hillsborough	4
Tampa	Wesley Chapel / Zephyrhills	33525	Dade City / San Antonio	PASCO COUNTY - WEST	$17,575	$35,996	$53,571	35,600	13,700	6,900	50.36%	$71,200	Pasco	4
Tampa	Wesley Chapel / Zephyrhills	34637	Land O Lakes East	PASCO COUNTY - WEST	$8,327	$19,094	$27,421	42,100	15,800	9,200	58.23%	$88,600	Pasco	4
Tampa	Wesley Chapel / Zephyrhills	34639	Land O Lakes South	PASCO COUNTY - WEST	$14,999	$3,212	$18,211	50,200	18,400	10,600	57.61%	$91,400	Pasco	4
Tampa	Wesley Chapel / Zephyrhills	34638	Land O Lakes West	PASCO COUNTY - WEST	$30,381	$43,668	$74,049	57,300	21,100	13,200	62.56%	$96,700	Pasco	4
Tampa	Wesley Chapel / Zephyrhills	33576	San Antonio / Pasco	PASCO COUNTY - WEST	$28,003	$21,575	$49,578	28,900	10,800	5,200	48.15%	$74,600	Pasco	4
Tampa	Wesley Chapel / Zephyrhills	33545	Wesley Chapel East	PASCO COUNTY - WEST	$35,157	$26,891	$62,048	48,700	17,800	10,800	60.67%	$94,300	Pasco	4
Tampa	Wesley Chapel / Zephyrhills	33544	Wesley Chapel North	PASCO COUNTY - WEST	$4,000	-	$4,000	46,800	17,200	11,400	66.28%	$98,600	Pasco	4
Tampa	Wesley Chapel / Zephyrhills	33540	Zephyrhills	PASCO COUNTY - WEST	$18,328	-	$18,328	26,100	9,800	4,300	43.88%	$66,200	Pasco	4
Tampa	Wesley Chapel / Zephyrhills	33542	Zephyrhills East	PASCO COUNTY - WEST	-	$3,000	$3,000	18,400	7,200	2,800	38.89%	$62,400	Pasco	4
Tampa	Wesley Chapel / Zephyrhills	33541	Zephyrhills West	PASCO COUNTY - WEST	$51,560	$10,793	$62,353	54,200	19,600	10,100	51.53%	$72,600	Pasco	4

Chart 6c.

Tampa / St Petersburg Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Tampa	Ocala / Lakeland	34432	Dunnellon	MARION / VOLUSIA / POLK	$4,157	$8,134	$12,291	9,800	4,900	2,400	48.98%	$58,600	Marion	5
Tampa	Ocala / Lakeland	34473	Marion Oaks / Ocala SW	MARION / VOLUSIA / POLK	$1,748	$3,753	$5,501	20,400	9,600	3,800	39.58%	$58,400	Marion	5
Tampa	Ocala / Lakeland	34472	Silver Springs Shores	MARION / VOLUSIA / POLK	$4,900	-	$4,900	30,200	13,400	5,800	43.28%	$62,400	Marion	5
Tampa	Ocala / Lakeland	34476	SW Ocala	MARION / VOLUSIA / POLK	$8,752	-	$8,752	41,800	18,400	8,600	46.74%	$68,200	Marion	5
Tampa	Ocala / Lakeland	34481	SW Ocala / On Top of World	MARION / VOLUSIA / POLK	$118,750	$39,895	$158,645	32,100	17,200	8,900	51.74%	$62,400	Marion	5
Tampa	Ocala / Lakeland	32163	The Villages SE	MARION / VOLUSIA / POLK	-	$4,800	$4,800	9,800	5,400	2,200	40.74%	$72,400	Marion	5
Tampa	Ocala / Lakeland	32162	The Villages SW	MARION / VOLUSIA / POLK	$9,589	-	$9,589	44,200	22,800	9,600	42.11%	$74,800	Marion	5
Tampa	Ocala / Lakeland	33803	Lakeland Central	MARION / VOLUSIA / POLK	-	$44,182	$44,182	37,200	15,800	7,300	46.20%	$68,900	Polk	5
Tampa	Ocala / Lakeland	33805	Lakeland North	MARION / VOLUSIA / POLK	$2,500	-	$2,500	34,200	13,800	5,200	37.68%	$58,400	Polk	5
Tampa	Ocala / Lakeland	33813	South Lakeland	MARION / VOLUSIA / POLK	-	$13,100	$13,100	40,200	16,400	9,600	58.54%	$92,400	Polk	5
Tampa	Ocala / Lakeland	33881	Winter Haven	MARION / VOLUSIA / POLK	$8,400	-	$8,400	29,400	12,200	5,200	42.62%	$62,800	Polk	5
Tampa	Ocala / Lakeland	32724	DeLand	MARION / VOLUSIA / POLK	-	$4,765	$4,765	31,200	13,800	6,400	46.38%	$68,400	Volusia	5

Chart 6c.

Tampa / St Petersburg Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Tampa	DTWN Tampa/ Lutz / South Tampa	33611	Ballast Point / South Tampa	CENTRAL / NORTHEAST	$7,014	-	$7,014	31,800	14,200	9,400	66.20%	$128,400	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33609	Beach Park / Westshore	CENTRAL / NORTHEAST	$1,000	$15,900	$16,900	26,400	11,800	8,600	72.88%	$124,800	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33624	Carrollwood	CENTRAL / NORTHEAST	$6,224	$9,000	$15,224	38,200	14,800	10,100	68.24%	$108,400	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33618	Carrollwood Village	CENTRAL / NORTHEAST	$11,346	-	$11,346	34,200	13,600	8,900	65.44%	$108,200	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33625	Citrus Park	CENTRAL / NORTHEAST	$9,997	$10,000	$19,997	40,100	15,200	10,200	67.11%	$104,600	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33602	Downtown Tampa	CENTRAL / NORTHEAST	$24,948	$70,741	$95,689	20,100	9,800	6,700	68.37%	$96,400	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33606	Hyde Park / Davis Islands	CENTRAL / NORTHEAST	$77,508	$14,466	$91,974	21,800	9,200	7,300	79.35%	$158,200	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33549	Lutz	CENTRAL / NORTHEAST	$6,846	$9,129	$15,975	39,800	15,100	8,700	57.62%	$94,200	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33559	Lutz / Carrollwood North	CENTRAL / NORTHEAST	$3,500	$12,670	$16,170	44,200	16,400	9,800	59.76%	$96,400	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33558	Lutz / Cheval	CENTRAL / NORTHEAST	$5,186	-	$5,186	46,200	17,400	12,800	73.56%	$124,600	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33548	Lutz South / Northdale	CENTRAL / NORTHEAST	$2,800	-	$2,800	28,400	11,200	8,200	73.21%	$104,200	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33556	Odessa	CENTRAL / NORTHEAST	$15,268	$41,197	$56,465	55,100	20,300	14,600	71.92%	$124,500	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	34677	Oldsmar	CENTRAL / NORTHEAST	$18,662	-	$18,662	29,800	12,100	7,900	65.29%	$102,800	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33616	Port Tampa / South Tampa S	CENTRAL / NORTHEAST	-	$16,458	$16,458	22,100	9,400	4,400	46.81%	$74,800	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33629	South Tampa / Palma Ceia	CENTRAL / NORTHEAST	$13,861	$105,983	$119,844	31,200	13,100	10,200	77.86%	$142,600	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33614	Town N Country	CENTRAL / NORTHEAST	$7,250	$8,198	$15,448	34,200	13,600	5,800	42.65%	$68,200	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33634	Town N Country West	CENTRAL / NORTHEAST	$3,800	$15,400	$19,200	23,100	10,100	5,800	57.43%	$76,400	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33626	Westchase	CENTRAL / NORTHEAST	$4,419	-	$4,419	42,600	16,200	12,200	75.31%	$122,400	Hillsborough	6
Tampa	DTWN Tampa/ Lutz / South Tampa	33607	Westshore / Airport Area	CENTRAL / NORTHEAST	$13,160	$22,603	$35,763	28,300	12,400	7,100	57.26%	$84,600	Hillsborough	6

Chart 6c.

Tampa / St Petersburg Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Tampa	New Tampa / Brandon / Riverview	33572	Apollo Beach	SOUTH / NORTHWEST / CENTRAL	$31,700	$27,858	$59,558	34,900	14,200	8,400	59.15%	$98,700	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33511	Brandon	SOUTH / NORTHWEST / CENTRAL	$2,474	-	$2,474	44,200	17,200	9,400	54.65%	$88,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33510	Brandon North	SOUTH / NORTHWEST / CENTRAL	$12,998	-	$12,998	24,800	10,200	5,200	50.98%	$82,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33527	Dover	SOUTH / NORTHWEST / CENTRAL	$16,761	-	$16,761	14,200	5,800	2,900	50.00%	$74,300	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33534	Gibsonton	SOUTH / NORTHWEST / CENTRAL	$4,332	-	$4,332	10,400	4,200	1,800	42.86%	$62,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33547	Lithia / FishHawk Ranch	SOUTH / NORTHWEST / CENTRAL	$9,094	$5,877	$14,971	26,800	10,100	5,600	55.45%	$106,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33647	New Tampa / Tampa Palms	SOUTH / NORTHWEST / CENTRAL	$88,014	$29,058	$117,072	62,400	22,800	15,900	69.74%	$118,300	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33565	Plant City North	SOUTH / NORTHWEST / CENTRAL	$34,409	$21,232	$55,641	21,400	7,900	4,100	51.90%	$68,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33579	Riverview SE / Summerfield	SOUTH / NORTHWEST / CENTRAL	$3,750	$15,650	$19,400	68,400	25,200	14,800	58.73%	$92,100	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33569	Riverview South	SOUTH / NORTHWEST / CENTRAL	$27,169	-	$27,169	37,200	13,800	7,300	52.90%	$84,200	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33578	Riverview West	SOUTH / NORTHWEST / CENTRAL	$14,413	$35,242	$49,655	55,400	20,600	10,800	52.43%	$87,300	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33570	Ruskin	SOUTH / NORTHWEST / CENTRAL	-	$27,398	$27,398	24,600	9,800	4,400	44.90%	$68,700	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33584	Seffner	SOUTH / NORTHWEST / CENTRAL	$8,419	$33,385	$41,804	37,100	13,900	7,200	51.80%	$82,100	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33603	Seminole Heights	SOUTH / NORTHWEST / CENTRAL	$29,829	$12,362	$42,191	24,600	10,400	5,300	50.96%	$72,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33604	Seminole Heights North	SOUTH / NORTHWEST / CENTRAL	$14,780	$7,500	$22,280	26,400	11,200	5,000	44.64%	$66,800	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33573	Sun City Center	SOUTH / NORTHWEST / CENTRAL	$7,325	$3,988	$11,313	40,800	16,200	7,800	48.15%	$78,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33617	Temple Terrace	SOUTH / NORTHWEST / CENTRAL	$8,500	-	$8,500	28,600	11,400	5,600	49.12%	$74,600	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33637	Temple Terrace NE	SOUTH / NORTHWEST / CENTRAL	$4,493	-	$4,493	21,800	9,200	4,800	52.17%	$78,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33592	Thonotosassa	SOUTH / NORTHWEST / CENTRAL	$3,694	$3,591	$7,285	12,800	5,200	2,800	53.85%	$82,600	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33594	Valrico	SOUTH / NORTHWEST / CENTRAL	$9,300	$12,618	$21,918	32,700	12,100	6,100	50.41%	$88,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33596	Valrico / Brandon SE	SOUTH / NORTHWEST / CENTRAL	$8,915	-	$8,915	40,200	15,400	11,200	72.73%	$108,600	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33598	Wimauma / Southshore	SOUTH / NORTHWEST / CENTRAL	-	$7,518	$7,518	46,800	17,400	7,800	44.83%	$72,400	Hillsborough	7
Tampa	New Tampa / Brandon / Riverview	33605	Ybor City / East Tampa	SOUTH / NORTHWEST / CENTRAL	$5,270	-	$5,270	22,400	9,800	3,600	36.73%	$58,200	Hillsborough	7

Chart 6d.

Nashville Affiliate Location

Territory Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Nashville	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of Households over 75k
1	CENTRAL	$246,758	$336,997	$583,755	605,800	255,800	147,600	57.70%
2	NORTH	$171,242	$329,926	$501,168	331,200	132,800	71,800	54.07%
3	SOUTH / EAST	$521,540	$436,724	$958,264	465,400	179,400	104,200	58.08%
4	SOUTH / WEST	$242,258	$490,679	$732,937	396,000	153,200	95,000	62.01%
	LOCATION TOTALS	$1,181,798	$1,594,326	$2,776,124	1,798,400	721,200	418,600	58.04%
	AVERAGE	$295,450	$398,582	$694,031	$449,600	$180,300	$104,650	58.04%

Nashville	Revenue per Territory	Est. 2025 Population	Est. 2025 Households	HH Income >$75K
HIGH	$958,264	605,800	255,800	147,600
LOW	$501,168	331,200	132,800	71,800
AVERAGE	$694,031	449,600	180,300	104,650
MEDIAN	$658,346	430,700	166,300	99,600
ABOVE AVG	2 of 4	2 of 4	2 of 4	1 of 4
BELOW AVG	2 of 4	2 of 4	2 of 4	3 of 4
ABOVE AVG %	50.00%	50.00%	50.00%	25.00%
BELOW AVG %	50.00%	50.00%	50.00%	75.00%

NASHVILLE – Territory Overview

Chart 6d.

Nashville Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Nashville	Downtown / Mt Juliet	37211	Antioch North / Woodbine	CENTRAL	$27,937	$17,813	$45,750	52,400	20,800	10,800	51.92%	$74,600	Davidson	1
Nashville	Downtown / Mt Juliet	37013	Antioch South / Lavergne	CENTRAL	$12,500	-	$12,500	78,400	30,200	12,800	42.38%	$68,400	Davidson	1
Nashville	Downtown / Mt Juliet	37205	Belle Meade / West Meade	CENTRAL	$8,648	$5,181	$13,829	22,400	10,200	8,400	82.35%	$168,400	Davidson	1
Nashville	Downtown / Mt Juliet	37204	Berry Hill / 12 South	CENTRAL	$32,304	$5,050	$37,354	18,400	8,800	6,400	72.73%	$124,600	Davidson	1
Nashville	Downtown / Mt Juliet	37218	Bordeaux / North Nashville	CENTRAL	$2,937	-	$2,937	24,400	10,200	4,200	41.18%	$58,400	Davidson	1
Nashville	Downtown / Mt Juliet	37214	Donelson	CENTRAL	$11,079	$11,000	$22,079	38,400	16,200	8,400	51.85%	$84,600	Davidson	1
Nashville	Downtown / Mt Juliet	37243	Downtown / State Capitol	CENTRAL	$2,370	-	$2,370	2,400	1,200	800	66.67%	$96,400	Davidson	1
Nashville	Downtown / Mt Juliet	37219	Downtown Nashville	CENTRAL	$5,448	-	$5,448	8,400	4,800	3,600	75.00%	$102,400	Davidson	1
Nashville	Downtown / Mt Juliet	37206	East Nashville	CENTRAL	$11,803	$56,729	$68,532	34,200	15,800	9,400	59.49%	$98,600	Davidson	1
Nashville	Downtown / Mt Juliet	37215	Green Hills / Oak Hill	CENTRAL	$10,038	$12,144	$22,182	28,400	12,400	10,200	82.26%	$148,600	Davidson	1
Nashville	Downtown / Mt Juliet	37076	Hermitage	CENTRAL	$21,092	$70,761	$91,853	46,200	17,400	10,200	58.62%	$88,600	Davidson	1
Nashville	Downtown / Mt Juliet	37212	Hillsboro Village / Belmont	CENTRAL	$26,811	$21,346	$48,157	22,800	11,400	8,200	71.93%	$96,200	Davidson	1
Nashville	Downtown / Mt Juliet	37207	Inglewood / Madison S	CENTRAL	$3,675	$13,500	$17,175	46,200	18,400	7,400	40.22%	$62,400	Davidson	1
Nashville	Downtown / Mt Juliet	37115	Madison	CENTRAL	$4,250	-	$4,250	34,400	14,200	6,800	47.89%	$68,400	Davidson	1
Nashville	Downtown / Mt Juliet	37122	Mount Juliet	CENTRAL	$37,895	$110,433	$148,328	44,800	16,400	10,800	65.85%	$104,200	Wilson	1
Nashville	Downtown / Mt Juliet	37220	Oak Hill	CENTRAL	$5,120	-	$5,120	18,400	8,200	6,400	78.05%	$152,400	Davidson	1
Nashville	Downtown / Mt Juliet	37138	Old Hickory	CENTRAL	$4,700	-	$4,700	22,400	9,200	5,200	56.52%	$84,400	Wilson	1
Nashville	Downtown / Mt Juliet	37203	The Gulch / SoBro	CENTRAL	$2,778	$6,425	$9,203	24,400	12,800	8,400	65.63%	$108,400	Davidson	1
Nashville	Downtown / Mt Juliet	37209	West Nashville / Nations	CENTRAL	$15,373	$6,615	$21,988	38,400	17,200	9,200	53.49%	$88,400	Davidson	1

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Nashville	Gallatin / Hendersonville	37010	Adams	NORTH	$5,782	-	$5,782	8,400	3,800	1,800	47.37%	$58,400	Robertson	2
Nashville	Gallatin / Hendersonville	37031	Castalian Springs / Bethpage	NORTH	-	$7,050	$7,050	16,400	6,800	3,200	47.06%	$68,400	Sumner	2
Nashville	Gallatin / Hendersonville	37048	Cottontown / Bethpage	NORTH	$2,289	-	$2,289	14,400	6,200	3,200	51.61%	$68,400	Sumner	2
Nashville	Gallatin / Hendersonville	37049	Cross Plains	NORTH	-	$7,790	$7,790	12,400	5,200	2,400	46.15%	$68,400	Robertson	2
Nashville	Gallatin / Hendersonville	37058	Dover / Land Between Lakes	NORTH	-	$11,030	$11,030	8,400	3,800	1,800	47.37%	$54,200	Stewart	2
Nashville	Gallatin / Hendersonville	37066	Gallatin	NORTH	$43,251	$151,566	$194,817	62,400	23,800	14,600	61.34%	$82,400	Sumner	2
Nashville	Gallatin / Hendersonville	37072	Goodlettsville	NORTH	$5,349	$5,298	$10,647	32,400	13,200	7,200	54.55%	$78,400	Davidson	2
Nashville	Gallatin / Hendersonville	37073	Greenbrier	NORTH	-	$11,776	$11,776	22,400	8,800	4,200	47.73%	$68,400	Robertson	2
Nashville	Gallatin / Hendersonville	37075	Hendersonville	NORTH	$78,520	$77,913	$156,433	58,200	21,600	13,800	63.89%	$94,600	Sumner	2
Nashville	Gallatin / Hendersonville	37080	Joelton	NORTH	$2,820	$22,621	$25,441	16,400	6,400	3,400	53.13%	$72,400	Davidson	2
Nashville	Gallatin / Hendersonville	37146	Pleasant View / Pegram	NORTH	-	$5,267	$5,267	14,400	6,200	3,200	51.61%	$76,400	Sumner	2
Nashville	Gallatin / Hendersonville	37148	Portland	NORTH	$6,696	$20,000	$26,696	22,400	9,200	4,200	45.65%	$64,800	Sumner	2
Nashville	Gallatin / Hendersonville	42164	Scottsville KY	NORTH	$7,775	-	$7,775	9,800	4,400	2,200	50.00%	$58,400	Allen	2
Nashville	Gallatin / Hendersonville	37181	Waverly / Humphreys Co	NORTH	$3,878	$6,490	$10,368	8,400	3,600	1,800	50.00%	$58,400	Dickson	2
Nashville	Gallatin / Hendersonville	37188	White House	NORTH	$14,882	$3,125	$18,007	24,400	9,800	4,800	48.98%	$82,400	Robertson	2

Chart 6d.

Nashville Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Nashville	Brentwood / Murfreesboro	37027	Brentwood	SOUTH / EAST	$126,582	$196,598	$323,180	68,400	25,800	19,600	75.97%	$142,800	Williamson	3
Nashville	Brentwood / Murfreesboro	37166	Carthage / Gordonsville	SOUTH / EAST	-	$12,000	$12,000	16,400	7,200	3,200	44.44%	$58,400	Smith	3
Nashville	Brentwood / Murfreesboro	37055	Dickson	SOUTH / EAST	$4,300	-	$4,300	24,400	10,200	5,400	52.94%	$68,400	Dickson	3
Nashville	Brentwood / Murfreesboro	37086	La Vergne	SOUTH / EAST	$10,514	-	$10,514	28,400	11,200	6,400	57.14%	$78,400	Rutherford	3
Nashville	Brentwood / Murfreesboro	37090	Lebanon	SOUTH / EAST	$94,466	$32,932	$127,398	32,400	12,200	7,400	60.66%	$78,400	Wilson	3
Nashville	Brentwood / Murfreesboro	37087	Lebanon East	SOUTH / EAST	$9,719	$18,184	$27,903	34,400	13,800	7,200	52.17%	$76,400	Wilson	3
Nashville	Brentwood / Murfreesboro	37130	Murfreesboro Central	SOUTH / EAST	$22,978	$11,523	$34,501	52,400	20,200	10,200	50.50%	$76,800	Rutherford	3
Nashville	Brentwood / Murfreesboro	37127	Murfreesboro NW	SOUTH / EAST	$6,362	$29,870	$36,232	28,400	10,800	5,600	51.85%	$78,400	Rutherford	3
Nashville	Brentwood / Murfreesboro	37128	Murfreesboro South	SOUTH / EAST	$197,151	$81,746	$278,897	82,600	30,200	18,400	60.93%	$84,200	Rutherford	3
Nashville	Brentwood / Murfreesboro	37129	Murfreesboro West	SOUTH / EAST	$11,000	$12,845	$23,845	46,800	18,200	10,400	57.14%	$86,400	Rutherford	3
Nashville	Brentwood / Murfreesboro	37167	Smyrna	SOUTH / EAST	$36,452	$41,026	$77,478	38,400	14,200	7,600	53.52%	$82,600	Rutherford	3
Nashville	Brentwood / Murfreesboro	37184	Watertown	SOUTH / EAST	$2,016	-	$2,016	12,400	5,400	2,800	51.85%	$66,400	Wilson	3

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Nashville	Franklin / Nolensville	37014	Arrington / Nolensville S	SOUTH / WEST	$23,352	$45,524	$68,876	18,400	7,200	4,200	58.33%	$96,400	Williamson	4
Nashville	Franklin / Nolensville	37221	Bellevue	SOUTH / WEST	$8,569	$10,784	$19,353	44,200	17,400	11,200	64.37%	$96,400	Davidson	4
Nashville	Franklin / Nolensville	38462	Centerville	SOUTH / WEST	$3,615	-	$3,615	8,400	3,800	1,800	47.37%	$54,200	Hickman	4
Nashville	Franklin / Nolensville	37046	College Grove	SOUTH / WEST	$9,074	$51,093	$60,167	12,400	4,800	3,200	66.67%	$112,400	Williamson	4
Nashville	Franklin / Nolensville	38401	Columbia	SOUTH / WEST	$25,571	$4,500	$30,071	42,400	16,400	8,200	50.00%	$72,400	Maury	4
Nashville	Franklin / Nolensville	37062	Fairview	SOUTH / WEST	$30,777	$31,163	$61,940	22,400	8,800	5,600	63.64%	$82,400	Williamson	4
Nashville	Franklin / Nolensville	37064	Franklin	SOUTH / WEST	$70,145	$157,627	$227,772	74,200	27,400	18,800	68.61%	$124,600	Williamson	4
Nashville	Franklin / Nolensville	37067	Franklin East	SOUTH / WEST	$14,951	$66,045	$80,996	28,600	11,200	7,800	69.64%	$116,400	Williamson	4
Nashville	Franklin / Nolensville	37069	Franklin North / Crockett Pk	SOUTH / WEST	-	$28,827	$28,827	18,600	7,400	5,400	72.97%	$132,400	Williamson	4
Nashville	Franklin / Nolensville	37091	Lewisburg	SOUTH / WEST	$2,245	$9,915	$12,160	24,400	9,600	4,200	43.75%	$62,400	Marshall	4
Nashville	Franklin / Nolensville	37098	Lyles / Hickman Co	SOUTH / WEST	$2,039	-	$2,039	8,400	3,800	1,800	47.37%	$54,200	Hickman	4
Nashville	Franklin / Nolensville	37135	Nolensville	SOUTH / WEST	$2,467	$61,855	$64,322	42,600	15,800	11,200	70.89%	$118,400	Williamson	4
Nashville	Franklin / Nolensville	37179	Nolensville / Triune	SOUTH / WEST	$13,301	$17,372	$30,673	26,400	10,200	6,400	62.75%	$98,400	Williamson	4
Nashville	Franklin / Nolensville	37174	Spring Hill South	SOUTH / WEST	$36,152	$5,974	$42,126	24,600	9,400	5,200	55.32%	$88,400	Williamson	4

Chart 6e.

Ft Myers Affiliate Location

Territory Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

FT MYERS	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of Households over 75k
TERRITORY 1	NORTH	$204,383	$205,664	$410,047	297,600	124,200	67,200	54.11%
TERRITORY 2	CENTRAL	$408,068	$283,776	$691,844	541,400	233,000	133,600	57.34%
TERRITORY 3	SOUTH / BONITA	$649,272	$275,991	$925,263	350,400	139,000	80,000	57.55%
TERRITORY 4	SOUTH / NAPLES	$286,451	$230,751	$517,202	397,600	177,400	113,000	63.70%
	LOCATION TOTALS	$1,548,174	$996,182	$2,544,356	1,587,000	673,600	393,800	58.46%
	AVERAGE TERRITORY	$387,044	$249,046	$636,089	396,750	168,400	98,450	

FT MYERS	Revenue per Territory	Est. 2025 Population	Est. 2025 Households	HH Income >$75K
HIGH	$925,263	541,400	233,000	133,600
LOW	$410,047	297,600	124,200	67,200
AVERAGE	$636,089	396,750	168,400	98,450
MEDIAN	$604,523	374,000	158,200	96,500
ABOVE AVG	2 OF 4	2 OF 4	2 OF 4	2 OF 4
BELOW AVG	2 OF 4	2 OF 4	2 OF 4	2 OF 4
ABOVE AVG %	50.00%	50.00%	50.00%	50.00%
BELOW AVG %	50.00%	50.00%	50.00%	50.00%

FT MYERS – Territory Overview

Chart 6e.

Ft Myers Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

LOCATION	KEY AREAS	Zip Code	Area / Neighborhood	TERRITORY	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	Avg Household Income	County	Territory
Ft. Myers	CAPE CORAL / PUNTA GORDA	33921	Boca Grande / Gasparilla Isl	NORTH	$3,503	$10,493	$13,996	8,400	4,200	3,200	76.19%	$178,400	Lee	1
Ft. Myers	CAPE CORAL / PUNTA GORDA	33990	Cape Coral East	NORTH	$17,471	-	$17,471	28,400	12,200	6,400	52.46%	$76,400	Lee	1
Ft. Myers	CAPE CORAL / PUNTA GORDA	33909	Cape Coral NE	NORTH	$12,171	-	$12,171	42,400	16,800	7,400	44.05%	$72,400	Lee	1
Ft. Myers	CAPE CORAL / PUNTA GORDA	33993	Cape Coral NW	NORTH	$20,573	$33,436	$54,009	52,400	20,800	10,400	50.00%	$78,400	Lee	1
Ft. Myers	CAPE CORAL / PUNTA GORDA	33991	Cape Coral SW	NORTH	$14,158	$57,091	$71,249	42,400	17,200	9,400	54.65%	$84,400	Lee	1
Ft. Myers	CAPE CORAL / PUNTA GORDA	33914	Cape Coral SW / Yacht Club	NORTH	-	$11,357	$11,357	52,400	22,400	13,400	59.82%	$94,400	Lee	1
Ft. Myers	CAPE CORAL / PUNTA GORDA	33950	Punta Gorda	NORTH	$53,474	$12,828	$66,302	24,400	11,200	6,400	57.14%	$88,400	Charlotte	1
Ft. Myers	CAPE CORAL / PUNTA GORDA	33955	Punta Gorda / Burnt Store	NORTH	$20,986	$3,779	$24,765	18,400	8,200	4,800	58.54%	$88,400	Charlotte	1
Ft. Myers	CAPE CORAL / PUNTA GORDA	33982	Punta Gorda East / Babcock	NORTH	$62,047	$76,680	$138,727	28,400	11,200	5,800	51.79%	$72,400	Charlotte	1

LOCATION	KEY AREAS	Zip Code	Area / Neighborhood	TERRITORY	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	Avg Household Income	County	Territory
Ft. Myers	FT MYERS / DOWTNTOWN	33920	Alva	CENTRAL	$73,055	$15,419	$88,474	18,400	7,600	4,200	55.26%	$74,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33916	Downtown Fort Myers	CENTRAL	-	$6,140	$6,140	22,400	10,200	4,200	41.18%	$64,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33901	Downtown Fort Myers Core	CENTRAL	$3,357	-	$3,357	22,400	10,200	5,200	50.98%	$68,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33907	Fort Myers / US41 Corridor	CENTRAL	$7,265	-	$7,265	28,400	12,800	7,800	60.94%	$84,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33931	Fort Myers Beach / Estero I	CENTRAL	$15,889	$20,236	$36,125	18,400	8,800	5,600	63.64%	$98,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33966	Fort Myers E / Colonial	CENTRAL	$25,529	-	$25,529	28,400	11,800	7,800	66.10%	$94,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33905	Fort Myers East / Buckingham	CENTRAL	$14,161	$3,165	$17,326	42,400	16,800	7,800	46.43%	$74,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33912	Fort Myers SW / Six Mile	CENTRAL	$31,063	$5,871	$36,934	44,200	18,400	12,200	66.30%	$108,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33913	Gateway / Fort Myers E	CENTRAL	$40,658	$86,681	$127,339	62,400	24,800	15,400	62.10%	$104,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33936	Lehigh Acres Central	CENTRAL	$4,890	-	$4,890	24,400	11,800	5,400	45.76%	$62,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33972	Lehigh Acres East	CENTRAL	-	$3,050	$3,050	18,400	8,400	3,400	40.48%	$58,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33917	North Fort Myers	CENTRAL	$107,132	$91,354	$198,486	62,400	24,200	13,800	57.02%	$72,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33903	North Fort Myers South	CENTRAL	$10,938	$5,313	$16,251	24,400	10,800	5,400	50.00%	$68,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33957	Sanibel Island	CENTRAL	$26,682	$20,512	$47,194	10,800	5,800	4,200	72.41%	$168,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33908	South Fort Myers / Iona	CENTRAL	$22,958	$26,035	$48,993	38,400	16,800	10,400	61.90%	$104,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33919	South Fort Myers / McGregor	CENTRAL	$19,491	-	$19,491	34,400	15,800	9,800	62.03%	$104,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33956	St. James City / Pine Island	CENTRAL	$3,050	-	$3,050	8,400	4,200	2,800	66.67%	$82,400	Lee	2
Ft. Myers	FT MYERS / DOWTNTOWN	33967	Three Oaks / Fort Myers SE	CENTRAL	$1,950	-	$1,950	32,400	13,800	8,200	59.42%	$94,400	Lee	2

Chart 6e.

Ft Myers Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

LOCATION	KEY AREAS	Zip Code	Area / Neighborhood	TERRITORY	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	Avg Household Income	County	Territory
Ft. Myers	BONITA SPRINGS / GOLDEN GATE	34135	Bonita Springs	SOUTH / BONITA	$128,426	$56,960	$185,386	68,400	27,200	17,800	65.44%	$108,400	Lee	3
Ft. Myers	BONITA SPRINGS / GOLDEN GATE	34134	Bonita Springs Beach / Bay	SOUTH / BONITA	$24,321	-	$24,321	18,400	9,200	6,800	73.91%	$138,400	Lee	3
Ft. Myers	BONITA SPRINGS / GOLDEN GATE	33928	Estero / Bonita Springs N	SOUTH / BONITA	$244,219	$75,363	$319,582	78,400	29,600	18,200	61.49%	$112,400	Lee	3
Ft. Myers	BONITA SPRINGS / GOLDEN GATE	34116	Golden Gate / Naples W	SOUTH / BONITA	-	$5,245	$5,245	38,400	15,800	7,400	46.84%	$72,400	Collier	3
Ft. Myers	BONITA SPRINGS / GOLDEN GATE	34120	Golden Gate Estates N	SOUTH / BONITA	$136,530	$48,030	$184,560	74,200	28,400	16,200	57.04%	$88,400	Collier	3
Ft. Myers	BONITA SPRINGS / GOLDEN GATE	34117	Golden Gate Estates S	SOUTH / BONITA	-	$10,460	$10,460	28,400	11,400	5,400	47.37%	$72,400	Collier	3
Ft. Myers	BONITA SPRINGS / GOLDEN GATE	34142	Immokalee	SOUTH / BONITA	$115,776	$79,933	$195,709	44,200	17,400	8,200	47.13%	$48,400	Collier	3

LOCATION	KEY AREAS	Zip Code	Area / Neighborhood	TERRITORY	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	Avg Household Income	County	Territory
Ft. Myers	NAPLES / MARCO ISLAND	34140	Everglades City / Goodland	SOUTH / NAPLES	$5,844	-	$5,844	4,800	2,400	1,600	66.67%	$58,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34145	Marco Island	SOUTH / NAPLES	$9,499	$74,783	$84,282	22,400	10,800	6,400	59.26%	$138,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34103	Naples / Park Shore	SOUTH / NAPLES	$7,796	$7,665	$15,461	18,400	9,200	7,200	78.26%	$168,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34104	Naples Central / Davis Blvd	SOUTH / NAPLES	-	$3,148	$3,148	32,400	14,800	7,200	48.65%	$78,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34112	Naples East / Bayshore	SOUTH / NAPLES	$3,684	$15,596	$19,280	38,400	16,800	8,400	50.00%	$82,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34114	Naples East / Golden Gate E	SOUTH / NAPLES	$127,676	$74,730	$202,406	52,400	21,800	12,400	56.88%	$82,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34113	Naples East / Lely Resort	SOUTH / NAPLES	$2,356	$7,440	$9,796	32,400	14,800	7,800	52.70%	$88,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34109	North Naples / Pelican Bay	SOUTH / NAPLES	$18,262	$2,106	$20,368	38,400	16,800	11,800	70.24%	$138,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34110	North Naples / Pelican Bay N	SOUTH / NAPLES	$54,603	$13,424	$68,027	34,400	15,800	10,800	68.35%	$128,400	Lee	4
Ft. Myers	NAPLES / MARCO ISLAND	34119	North Naples / Vineyards	SOUTH / NAPLES	$18,698	$16,085	$34,783	58,400	22,400	15,800	70.54%	$138,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34105	North Naples Central	SOUTH / NAPLES	$6,429	$15,774	$22,203	28,400	12,800	8,400	65.63%	$118,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34102	Old Naples / Port Royal	SOUTH / NAPLES	$19,498	-	$19,498	14,400	7,800	6,400	82.05%	$224,400	Collier	4
Ft. Myers	NAPLES / MARCO ISLAND	34108	Pelican Bay / Naples N	SOUTH / NAPLES	$12,106	-	$12,106	22,400	11,200	8,800	78.57%	$188,400	Collier	4

Chart 6f.

Sarasota Affiliate Location

Territory Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

SARASOTA	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of Households over 75k
1	NORTH + EAST	$429,049	$466,452	$895,501	338,900	139,700	79,830	57.14%
2	CENTRAL	$204,605	$498,813	$703,418	213,500	96,950	56,680	58.46%
3	SOUTH	$416,777	$379,088	$795,865	427,200	192,600	89,350	46.39%
	LOCATION TOTALS	$1,050,431	$1,344,353	$2,394,784	979,600	429,250	225,860	52.62%
	AVERAGE	$350,144	$448,118	$798,261	$326,533	$143,083	$75,287	52.62%

SARASOTA	Revenue per Territory	Est. 2025 Population	Est. 2025 Households	HH Income >$75K
HIGH	$895,501	427,200	192,600	89,350
LOW	$703,418	213,500	96,950	56,680
AVERAGE	$798,261	326,533	143,083	75,287
MEDIAN	$795,865	338,900	139,700	79,830
ABOVE AVG	1 OF 3	2 OF 3	1 OF 3	2 OF 3
BELOW AVG	2 OF 3	1 OF 3	2 OF 3	1 OF 3
ABOVE AVG %	33.33%	66.67%	33.33%	33.33%
BELOW AVG %	66.67%	33.33%	66.67%	66.67%

SARASOTA – Territory Overview

Chart 6f.

Sarasota Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Sarasota	BRADENTON / LAKEWOOD RANCH	34208	Braden River	NORTH / EAST	-	$19,500	$19,500	22,800	9,500	4,000	42.11%	$72,100	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34212	Bradenton East / LWR	NORTH / EAST	$10,589	$19,200	$29,789	33,400	12,500	8,500	68.00%	$105,600	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34203	Bradenton South	NORTH / EAST	$6,343	$10,500	$16,843	33,200	13,700	7,100	51.82%	$77,500	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34215	Cortez	NORTH / EAST	-	$15,885	$15,885	5,400	2,700	1,500	55.56%	$71,400	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34205	Downtown Bradenton	NORTH / EAST	$1,460	-	$1,460	22,100	10,200	4,100	40.20%	$61,300	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34202	Lakewood Ranch	NORTH / EAST	$36,861	$86,221	$123,082	39,400	15,100	10,700	70.86%	$118,900	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34211	Lakewood Ranch East	NORTH / EAST	$184,505	$155,131	$339,636	44,200	16,300	11,400	69.94%	$112,400	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34221	Palmetto	NORTH / EAST	$48,529	$29,397	$77,926	29,200	11,700	6,100	52.14%	$71,200	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34219	Parrish	NORTH / EAST	$118,516	$98,624	$217,140	33,500	12,800	7,600	59.38%	$84,200	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34207	Pinecraft / South Bradenton	NORTH / EAST	$3,455	-	$3,455	19,800	9,100	3,600	39.56%	$58,900	Sarasota	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34250	Terra Ceia	NORTH / EAST	$6,995	-	$6,995	2,900	1,300	730	56.15%	$74,100	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34201	University Pkwy / UTC	NORTH / EAST	$4,732	$8,049	$12,781	14,600	6,000	4,300	71.67%	$96,300	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34210	West Bradenton	NORTH / EAST	$7,064	$11,000	$18,064	18,700	9,100	4,800	52.75%	$76,800	Manatee	1
Sarasota	BRADENTON / LAKEWOOD RANCH	34209	West Bradenton / Palma Sola	NORTH / EAST	-	$12,945	$12,945	19,700	9,700	5,400	55.67%	$82,600	Manatee	1

Chart 6f.

Sarasota Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34216	Anna Maria	CENTRAL	-	$4,973	$4,973	1,900	1,050	780	74.29%	$118,600	Manatee	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34239	Arlington Park	CENTRAL	$7,318	$45,234	$52,552	14,300	6,700	4,200	62.69%	$86,200	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34233	Bee Ridge	CENTRAL	$12,009	$22,681	$34,690	22,900	9,900	5,400	54.55%	$79,300	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34236	Downtown Sarasota	CENTRAL	$6,928	$128,180	$135,108	8,700	4,900	3,300	67.35%	$101,500	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34240	East Sarasota	CENTRAL	$70,726	$64,018	$134,744	25,100	9,300	5,900	63.44%	$88,700	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34231	Gulf Gate Estates	CENTRAL	$14,139	$51,581	$65,720	21,700	10,100	4,800	47.52%	$69,400	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34217	Holmes Beach / Anna Maria Island	CENTRAL	$9,440	$6,675	$16,115	9,800	5,400	3,900	72.22%	$108,200	Manatee	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34228	Longboat Key	CENTRAL	$53,251	$43,833	$97,084	7,800	4,300	3,200	74.42%	$124,300	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34232	Sarasota / Fruitville	CENTRAL	$1,172	$3,118	$4,290	25,900	11,400	5,600	49.12%	$74,200	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34241	Sarasota East	CENTRAL	$17,163	$38,800	$55,963	18,900	7,700	4,400	57.14%	$76,500	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34235	Sarasota Springs	CENTRAL	-	$68,028	$68,028	20,800	9,500	5,000	52.63%	$73,800	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34242	Siesta Key	CENTRAL	$12,459	-	$12,459	8,500	4,800	3,700	77.08%	$121,800	Sarasota	2
Sarasota	DOWNTOWN / SRQ ISLANDS / UTC	34243	UTC Area / Sarasota North	CENTRAL	-	$21,692	$21,692	27,200	11,900	6,500	54.62%	$87,400	Manatee	2

Chart 6f.

Sarasota Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

Location	Key Areas	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% of HHs >$75K	AVG Household Income	County	Territory
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	33983	Deep Creek	SOUTH	$6,336	-	$6,336	27,000	11,600	4,600	39.66%	$65,300	Charlotte	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34224	Englewood East	SOUTH	$11,694	-	$11,694	18,700	8,900	3,900	43.82%	$66,200	Charlotte	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34223	Englewood North	SOUTH	$88,458	$89,123	$177,581	22,400	10,900	5,300	48.62%	$78,600	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34234	Indian Beach / Sapphire Shores	SOUTH	$21,430	-	$21,430	15,600	7,500	3,400	45.33%	$74,600	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34275	Nokomis	SOUTH	$81,669	$5,000	$86,669	18,600	8,700	5,300	60.92%	$83,500	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34288	North Port Central	SOUTH	-	$3,761	$3,761	22,400	9,800	3,800	38.78%	$63,400	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34289	North Port East	SOUTH	$30,210	$2,632	$32,842	26,100	10,200	4,800	47.06%	$64,800	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34287	North Port West	SOUTH	$2,687	-	$2,687	18,300	8,500	3,200	37.65%	$62,700	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34229	Osprey	SOUTH	-	$9,000	$9,000	8,800	4,100	2,900	70.73%	$91,400	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34238	Palmer Ranch	SOUTH	$5,082	$7,801	$12,883	27,200	11,600	7,700	66.38%	$104,700	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	33946	Placida / Cape Haze	SOUTH	-	$20,000	$20,000	3,900	2,000	950	47.50%	$82,300	Charlotte	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	33952	Port Charlotte Central	SOUTH	-	$40,781	$40,781	45,200	20,100	7,500	37.31%	$62,100	Charlotte	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	33980	Port Charlotte East	SOUTH	-	$13,103	$13,103	27,100	12,200	4,400	36.07%	$61,800	Charlotte	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	33954	Port Charlotte North	SOUTH	$1,484	-	$1,484	17,600	7,800	3,100	39.74%	$64,100	Charlotte	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	33953	Port Charlotte West	SOUTH	$4,430	-	$4,430	29,100	12,800	5,000	39.06%	$63,700	Charlotte	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	33947	Rotonda West	SOUTH	$34,979	$14,300	$49,279	12,400	6,000	2,900	48.33%	$68,900	Charlotte	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	33981	South Gulf Cove	SOUTH	$41,828	$69,560	$111,388	14,600	7,100	3,500	49.30%	$67,400	Charlotte	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34293	South Venice	SOUTH	$78,568	$78,423	$156,991	31,200	14,100	7,400	52.48%	$72,300	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34285	Venice	SOUTH	$3,922	-	$3,922	19,200	9,200	4,100	44.57%	$79,600	Sarasota	3
Sarasota	NORTH PORT / PORT CHARLOTTE / VENICE	34292	Venice East	SOUTH	$4,000	$25,604	$29,604	21,800	9,500	5,600	58.95%	$80,700	Sarasota	3

Chart 6g.

FLA East Affiliate Location

Territory Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

FLA EAST	TERRITORY	Indoor Total	Outdoor Total	TOTAL	Est. 2025 Population	Est. 2025 Households	HH Income >$75K	% OF HOUSEHOLDS OVER 75k
TERRITORY 1	NORTH	$439,822	$362,649	$802,471	512,800	208,200	101,700	48.85%
TERRITORY 2	SOUTH	$316,023	$241,746	$557,769	580,900	235,600	115,500	49.02%
	LOCATION TOTALS	$755,845	$604,395	$1,360,240	1,093,700	443,800	217,200	48.94%
	AVERAGE TERRITORY	$377,923	$302,198	$680,120	546,850	221,900	108,600	48.94%

FLA EAST	REVENUE PER TERRITORY	Est. 2025 Population	Est. 2025 Households	HH Income >$75K
HIGH	$802,471	580,900	235,600	115,500
LOW	$557,769	512,800	208,200	101,700
AVERAGE	$680,120	546,850	221,900	108,600
MEDIAN	$680,120	546,850	221,900	108,600

FLA EAST – Territory Overview

Chart 6f.

FLA East Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

LOCATION	AREAS	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	2025 Est. Population	2025 Est. Households	HHs w/ Avg HHI > $75K	% of HHs >$75K	AVERAGE HOUSEHOLD INCOME	County	TERRITORY
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34949	Fort Pierce, FL	NORTH	$11,432	$67,529	$78,961	6,700	2,900	1,100	37.90%	$54,200	St. Lucie	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34957	Jensen Beach, FL	NORTH	$0	$23,204	$23,204	16,400	6,900	3,700	53.60%	$85,400	Martin	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	33458	Jupiter, FL	NORTH	$31,516	$70,528	$102,044	56,400	22,600	13,900	61.50%	$108,600	Palm Beach	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	33408	North Palm Beach, FL	NORTH	$1,301	$22,322	$23,623	20,600	9,400	5,800	61.70%	$97,200	Palm Beach	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34972	Okeechobee, FL	NORTH	$5,889	$0	$5,889	21,300	8,100	2,500	30.90%	$51,800	Okeechobee	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34990	Palm City, FL	NORTH	$0	$11,410	$11,410	29,200	11,500	6,600	57.40%	$107,300	Martin	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34987	Port St. Lucie W., FL	NORTH	$91,557	$23,749	$115,305	45,300	17,400	8,500	48.90%	$79,600	St. Lucie	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34953	Port St. Lucie, FL	NORTH	$0	$14,350	$14,350	57,200	22,400	9,700	43.30%	$72,800	St. Lucie	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34984	Port St. Lucie, FL	NORTH	$4,505	$4,000	$8,505	32,800	12,700	5,600	44.10%	$70,100	St. Lucie	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34952	Port St. Lucie, FL	NORTH	$1,981	$0	$1,981	42,400	17,600	7,900	44.90%	$69,400	St. Lucie	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34986	St. Lucie West, FL	NORTH	$0	$5,580	$5,580	39,100	15,200	7,400	48.70%	$80,200	St. Lucie	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	34997	Stuart, FL	NORTH	$61,490	$57,977	$119,468	32,600	13,700	6,400	46.70%	$87,500	Martin	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	33469	Tequesta/Jupiter, FL	NORTH	$3,854	$0	$3,854	15,600	7,000	4,400	62.90%	$114,800	Palm Beach	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	32963	Vero Beach (Island), FL	NORTH	$11,547	$0	$11,547	9,200	4,300	2,900	67.40%	$124,600	Indian River	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	32967	Vero Beach N., FL	NORTH	$128,089	$45,511	$173,600	12,200	4,900	2,200	44.90%	$73,400	Indian River	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	32968	Vero Beach SW, FL	NORTH	$16,819	$0	$16,819	18,600	7,600	3,300	43.40%	$69,800	Indian River	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	32966	Vero Beach W., FL	NORTH	$11,163	$0	$11,163	15,400	6,400	3,000	46.90%	$74,200	Indian River	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	32960	Vero Beach, FL	NORTH	$53,930	$16,489	$70,419	22,500	9,200	3,500	38.00%	$64,100	Indian River	1
FLA EAST	VERO BEACH / PORT ST LUCIE / JUPITER	32962	Vero Beach, FL	NORTH	$4,749	$0	$4,749	19,300	8,400	3,300	39.30%	$63,500	Indian River	1

Chart 6f.

FLA East Affiliate

Zip Code Analysis: Indoor Revenue, Outdoor Revenue, Total Revenue, High, Low, Average, Median, Demographics

LOCATION	AREAS	Zip Code	Area / Neighborhood	Territory	Indoor Revenue	Outdoor Revenue	Total Revenue	2025 Est. Population	2025 Est. Households	HHs w/ Avg HHI > $75K	% of HHs >$75K	AVERAGE HOUSEHOLD INCOME	County	TERRITORY
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33434	Boca Raton N., FL	SOUTH	$3,000	$0	$3,000	34,900	14,600	8,800	60.30%	$107,900	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33473	Boynton Beach SW, FL	SOUTH	$0	$6,346	$6,346	30,100	12,100	6,600	54.50%	$90,200	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33472	Boynton Beach W., FL	SOUTH	$0	$23,442	$23,442	26,700	11,300	6,000	53.10%	$89,600	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33436	Boynton Beach, FL	SOUTH	$12,898	$0	$12,898	32,800	13,800	7,000	50.70%	$76,800	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33445	Delray Beach, FL	SOUTH	$20,079	$11,800	$31,879	32,600	14,300	7,200	50.30%	$83,400	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33308	Fort Lauderdale N., FL	SOUTH	$2,774	$0	$2,774	29,000	12,800	6,400	50.00%	$83,800	Broward	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33460	Lake Worth Beach, FL	SOUTH	$3,710	$0	$3,710	26,700	10,500	3,900	37.10%	$59,200	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33467	Lake Worth W., FL	SOUTH	$71,962	$13,512	$85,473	43,100	16,200	6,800	42.00%	$73,600	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33470	Loxahatchee, FL	SOUTH	$18,348	$4,560	$22,908	38,700	13,500	6,700	49.60%	$90,400	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33418	Palm Beach Gardens E., FL	SOUTH	$27,223	$35,167	$62,391	47,400	20,000	12,200	61.00%	$107,200	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33410	Palm Beach Gardens, FL	SOUTH	$6,282	$0	$6,282	38,200	16,600	10,100	60.80%	$106,800	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33062	Pompano Beach, FL	SOUTH	$9,996	$0	$9,996	25,600	11,300	5,400	47.80%	$76,400	Broward	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33404	Riviera Beach, FL	SOUTH	$1,150	$0	$1,150	34,700	13,100	4,000	30.50%	$53,600	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33414	Wellington, FL	SOUTH	$11,049	$40,851	$51,900	34,800	13,500	6,600	48.90%	$93,800	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33405	West Palm Beach S., FL	SOUTH	$0	$75,365	$75,365	23,500	9,400	3,500	37.20%	$63,400	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33411	West Palm Beach W., FL	SOUTH	$12,893	$16,437	$29,330	39,000	15,600	7,400	47.40%	$83,200	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33401	West Palm Beach, FL	SOUTH	$29,043	$5,990	$35,033	24,400	10,000	3,300	33.00%	$56,800	Palm Beach	2
FLA EAST	WEST PALM / BALM BEACH / BOYNTON	33412	Westlake / Acreage, FL	SOUTH	$85,616	$8,276	$93,892	18,700	7,000	3,600	51.40%	$106,200	Palm Beach	2

Chart 7

7a. Appointments and Completed Sales for Affiliate Locations: High, Low, Average, Median
Total Completed Sales / Total Appointments, Revenue per Appointment, Revenue per Sale

7b. Appointments and Completed Sales for Affiliate Locations:
Digital, Business Development, Referrals & Other Marketing
Total Completed Sales / Total Appointments, Revenue per Appointment, Revenue per Sale

Chart 7a.

Appointments and Completed Sales for Affiliate Locations: High, Low, Average, Median
Total Completed Sales / Total Appointments, Revenue per Appointment, Revenue per Sale

Category	INDIANAPOLIS	DALLAS / FORT WORTH	TAMPA / ST PETERSBURG	NASHVILLE	FT MYERS	SARASOTA	FLA EAST	TOTALS
AVG Revenue per Completed Sale	$5,357	$8,717	$7,680	$8,363	$6,331	$7,256	$7,497	$6,758
Highest Completed Sale	$55,546	$76,000	$203,772	$82,944	$44,618	$68,229	$45,714	$203,772
Lowest Completed Sale	$108	$150	$290	$379	$215	$80	$563	$80
Total Sales Above the Average Sale	390	155	116	122	144	107	57	1,087
Total Sales Above the Average Sale %	35.10%	36.99%	30.85%	36.86%	36.83%	27.37%	31.67%	33.98%
Total Sales Below the Average Sale	721	264	260	209	247	284	123	2,112
Total Sales Below the Average Sale %	64.90%	63.01%	69.15%	63.14%	63.17%	72.63%	68.33%	66.02%
Top 1/3 of Sales - AVG Revenue per Completed Sale	$10,949	$16,305	$15,631	$16,458	$15,631	$14,418	$13,971	$13,665
Middle 1/3 of Sales - AVG Revenue per Completed Sale	$3,933	$7,075	$5,299	$6,301	$5,299	$5,425	$5,800	$5,123
Bottom 1/3 of Sales - AVG Revenue per Completed Sale	$1,227	$4,974	$2,262	$2,385	$2,262	$1,975	$2,721	$1,848
Median Completed Sale	$3,939	$7,000	$5,117	$5,870	$5,117	$5,040	$5,857	$5,000
ALL SALES								
Total Sales Revenue	$5,951,304	$3,639,624	$2,952,922	$2,776,114	$2,544,353	$2,394,779	$1,360,238	$21,619,335
Total Appointments	2,080	1,424	957	742	974	816	550	7,543
Total Competed Sales	1,111	419	376	331	391	391	180	3,199
Total Completed Sales / Total Appointments	53.41%	29.42%	39.29%	44.61%	40.14%	47.92%	32.73%	42.41%
AVG Revenue per Appointment	$2,861	$2,556	$3,086	$3,741	$2,612	$2,935	$2,473	$2,866
AVG Revenue per Completed Sale	$5,357	$8,686	$7,854	$8,387	$6,507	$6,125	$7,557	$6,758

Chart 7b.

Appointments and Completed Sales for Affiliate Locations: Digital, Business Development, Referrals & Other Marketing
Total Completed Sales / Total Appointments, Revenue per Appointment, Revenue per Sale

Category	INDIANAPOLIS	DALLAS / FORT WORTH	TAMPA / ST PETERSBURG	NASHVILLE	FT MYERS	SARASOTA	FLA EAST	TOTALS
DIGITAL - ONLY								
Total Sales Revenue	$2,152,351	$2,422,885	$2,007,575	$1,488,172	$1,067,303	$1,045,143	$402,896	$10,586,325
% of Total Location Sales Revenue	36.17%	66.57%	67.99%	53.61%	41.95%	43.64%	29.62%	48.97%
Total Appointments	866	1,196	640	479	536	420	296	4,433
Total Competed Sales	361	289	221	158	159	159	57	1,404
Total Completed Sales / Total Appointments	41.69%	24.16%	34.53%	32.99%	29.66%	37.86%	19.26%	31.67%
AVG Revenue per Appointment	$2,485	$2,026	$3,137	$3,107	$1,991	$2,488	$1,361	$2,388
AVG Revenue per Completed Sale	$5,962	$8,384	$9,084	$9,419	$6,713	$6,573	$7,068	$7,540
BUSINESS DEVELOPMENT - ONLY								
Total Sales Revenue	$2,085,861	$673,825	$509,670	$649,711	$988,643	$730,836	$541,661	$6,180,207
% of Total Location Sales Revenue	35.05%	18.51%	17.26%	23.40%	38.86%	30.52%	39.82%	28.59%
Total Appointments	700	144	216	165	312	250	207	1,994
Total Competed Sales	367	55	86	92	155	155	78	988
Total Completed Sales / Total Appointments	52.43%	38.19%	39.81%	55.76%	49.68%	62.00%	37.68%	49.55%
AVG Revenue per Appointment	$2,980	$4,679	$2,360	$3,938	$3,169	$2,923	$2,617	$3,099
AVG Revenue per Completed Sale	$5,684	$12,251	$5,926	$7,062	$6,378	$4,715	$6,944	$6,255
REFERRALS AND OTHER MARKETING - ONLY								
Total Sales Revenue	$1,713,092	$542,914	$435,677	$638,231	$488,408	$618,800	$415,682	$4,852,804
% of Total Location Sales Revenue	28.79%	14.92%	14.75%	22.99%	19.20%	25.84%	30.56%	22.45%
Total Appointments	514	84	101	98	126	146	47	1,116
Total Competed Sales	383	75	69	81	77	77	45	807
Total Completed Sales / Total Appointments	74.51%	89.29%	68.32%	82.65%	61.11%	52.74%	95.74%	72.31%
AVG Revenue per Appointment	$3,333	$6,463	$4,314	$6,513	$3,876	$4,238	$8,844	$4,348
AVG Revenue per Completed Sale	$4,473	$7,239	$6,314	$7,879	$6,343	$8,036	$9,237	$6,013

NOTES TO ITEM 19:

A. Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

B. For purposes of this Item 19, unless otherwise indicated, all amounts are rounded to the nearest dollar.

C. The historic financial performance representation included in this Item 19 includes certain performance information reported by the Affiliate Locations during the Measurement Period only. It is not a projection of what you can expect to achieve in connection with the operation of a Franchised Business, or a projection of what any of the Affiliate Locations will achieve in the future.

D. In Chart 1(a) and in Chart 4 and its subparts, please note that the Affiliate Locations did not pay the "imputed" franchise-related fees to us during the Measurement Period (i.e., the Royalty fee, Brand Fund Contribution, Sales Center Fee, Digital Marketing and Advertising Management Fee, and Technology Fee). The amounts indicated for these in each of the above Charts are the amounts that each Affiliate Location would have been required to pay to us had each of the Affiliate Locations entered into our current form of Franchise Agreement. These amounts are included for illustrative purposes only. You will be responsible for these fees and any other recurring fees due to us under the Franchise Agreement.

E. In Chart 1(a), Chart 2, and Charts 4(a) – 4(g), the "disclosed expenses" consist only of those expenses indicated in the applicable Chart and does not include or reflect all operating expenses you may incur in the operation of a Franchised Business.

F. You should develop your own business plan for your franchise, including capital budgets, financial statements, projections, pro forma financial statements, and other elements appropriate to your circumstances. We encourage you to consult with your own accounting, business, and legal advisors to assist you in preparing your business plan.

G. Other than the payroll tax information disclosed above, the information presented in this Item 19 excludes tax liabilities, including sales tax and local, state and federal taxes. You will be responsible for all taxes incurred in connection with the operation of your Franchised Business. You are strongly advised to consult with a tax professional before investing in this franchise opportunity.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting our Chief Executive Officer, George Huizinga, at 1990 Main Street, Suite 750-#1520, Sarasota, Florida 34236, (317) 339-1166, as well as the Federal Trade Commission and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary For Years 2023 through 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company-Owned	2023	5	5	0
	2024	5	6	+1
	2025	6	7	+1
Total Outlets	2023	5	5	0
	2024	5	6	+1
	2025	6	7	+1

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 through 2025

State	Year	Number of Transfers
Total	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchised Outlets for Years 2023 through 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Totals	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

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Table No. 4
Status of Company-Owned and Affiliate Owned Outlets for Years 2023 through 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
Florida	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	1	0	0	0	5
Indiana	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Tennessee	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Texas	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	5	0	0	0	0	5
	2024	5	1	0	0	0	6
	2025	6	1	0	0	0	7

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Totals	**0**	**0**	**0**

Exhibit F lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2025. Exhibit F also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement, or who has not communicated with us within ten (10) weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

None of our current and former franchisees have signed agreements with us that contain provisions that restrict their ability to speak openly about certain aspects of their experience with us and/or our System.

We do not currently have any trademark specific organizations associated with the franchise system being offered that we have created, sponsored, or endorsed.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit C to this disclosure document is our audited opening day balance sheet as of April 3, 2026. We have not been franchising for three or more years, and therefore do not have any other audited financial statements required to be included in this Item. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

The following agreements are attached to this disclosure document:

Exhibit A:	Franchise Agreement (and Exhibits, including Franchisee Compliance Certification Questionnaire)
Exhibit E:	State-Specific Addenda
Exhibit H:	Receipts

ITEM 23
RECEIPTS

Attached to this Disclosure Document as Exhibit H, in duplicate, is a Receipt to be signed by the prospective Franchisee receiving this Disclosure Document. You must sign each Receipt and return one copy to us.

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EXHIBIT A
TO
ZINGA'S FRANCHISING, INC
FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

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ZINGA'S FRANCHISING, INC.

FRANCHISE AGREEMENT

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Exhibit A: Data Sheet
Exhibit B: Personal Guaranty
Exhibit C: EFT Authorization Form
Exhibit D: Confidentiality and Restrictive Covenant Agreement
Exhibit E: Conditional Assignment of Telephone Numbers and Domain Names
Exhibit F: Franchisee Disclosure Acknowledgement Statement

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ZINGA'S FRANCHISING, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into on this _____ ("Effective Date,") by and between: (i) Zinga's Franchising, Inc., a Delaware corporation with an address at 1990 Main Street, Suite 750-#1520, Sarasota, Florida 34236 (the "Franchisor"); and (ii) _____, a _____ with an address at _____ (the "Franchisee").

BACKGROUND

A. Franchisor and its affiliate/principal have developed and own a system (the "System") related to the development, opening, and ongoing operation of a business that offers and installs customized shading products and solutions that Franchisor authorizes now or in the future, including blinds, shades, shutters, draperies, pergolas, awnings, and other similar professional shading products and solutions (collectively, the "Approved Products," with the installation and any other related services referred to as the "Approved Services") for residential and commercial customers (each, a "Client"). For purposes of this Agreement, each such business will be referred to herein as a "Franchised Business."

B. Franchisor's System is comprised of various elements, including without limitation: proprietary methodology and procedures for the establishment and operation of a Franchised Business; standards and specifications for the supplies, inventory and methodology associated with providing the Approved Products and Approved Services; advertising; marketing; standards and specifications for equipment; Franchisor's confidential and proprietary operations manual and, at Franchisor's option, other instructional manuals (collectively, the "Manuals"); and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Franchised Business. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor's related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information that makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant Manuals are proprietary and confidential.

C. The System and Franchised Businesses are primarily identified by the mark ZINGA'S, as well as certain other trade names, trademarks, service marks and trade dress, all of which Franchisor may modify, update, supplement or substitute in the future (collectively, the "Proprietary Marks"). The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor is in the business of granting qualified individuals and entities a franchise for the right to independently own and operate Franchised Businesses utilizing the Proprietary Marks and System.

E. Franchisee desires to acquire the right and undertake the obligation to operate a single Franchised Business.

F. Franchisor is willing to grant Franchisee the right to operate a Franchised Business based on the representations contained in the franchise application and subject to the terms and conditions set forth in this Agreement.

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AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereto, intending to be legally bound, do agree as follows:

1. PREAMBLES, ACKNOWLEDGEMENTS AND REPRESENTATIONS OF FRANCHISEE

A. Franchisee acknowledges and represents that Franchisor, itself or through any officer, director, member, manager, employee, or agent, has not made, and Franchisee has not received or relied upon, any oral, written, visual, express, or implied information, representations, warranties, guarantees, or promises regarding the amount of sales levels or income Franchisee might expect to earn from the franchise granted hereby, except as set forth in the Franchise Disclosure Document.

B. Franchisee acknowledges that Franchisee's success in connection with the franchise granted hereunder will be largely dependent upon Franchisee's ability as an independent businessperson.

C. Franchisee has had the opportunity and adequate time to independently investigate, analyze, and construe both the franchise being offered and the terms and provisions of this Agreement, utilizing the services of legal counsel, accountants, and other advisors (if Franchisee so elects).

D. Any and all applications, financial statements, and representations submitted to Franchisor by Franchisee, whether oral or in writing, were complete and accurate when submitted and are complete and accurate as of the date of execution of this Agreement unless the same has been otherwise amended in writing. Franchisee is not presently involved in any business activity that could be considered competitive in nature, unless previously disclosed to Franchisor in writing.

E. Franchisee's signature to this Agreement has not been induced by any representation inconsistent with the terms of this Agreement or inconsistent with the Franchise Disclosure Document given to Franchisee by Franchisor.

F. Franchisee agrees and acknowledges that it is solely responsible for ensuring that: (i) it acquires and maintains all business licenses, permits and approvals, including those related to the provision of the Approved Products and Approved Services, that are necessary to operate the Franchised Business; and (ii) the Franchised Business is otherwise operated in full compliance with all applicable federal, state and local laws and regulations at all times during the term of this Agreement.

G. Franchisee agrees and acknowledges that: (i) Franchisor may enter into franchise agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement, including without limitation, franchise agreements for the operation of a Franchised Business; and (ii) the existence of different forms of agreement and the fact that Franchisor and other franchisees may have different rights and obligations does not affect the parties' duty to comply with the terms of this Agreement.

H. Franchisee agrees and acknowledges as follows:

1. Franchisee will have sole authority and control over the day-to-day operations of the Franchised Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates.

2. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractors.

2. GRANT OF FRANCHISE

A. **Grant of Franchise**. Franchisor hereby grants Franchisee, subject to the terms, conditions, and obligations of this Agreement, a non-exclusive right and license to use the Proprietary Marks and System in connection with the establishment and operation of a single Franchised Business.

B. **Approved Location; Territory.** Unless Franchisor approves otherwise in writing, Franchisee will be required to operate the Franchised Business at an approved location that meets Franchisor's then-current criteria and is set forth on the Data Sheet attached to this Agreement (the "Approved Location") within the designated territory, or territories, set forth in the Data Sheet attached to this Agreement (whether one or more territories, collectively, the "Territory"). Franchisee may not relocate the Franchised Business to any location other than the Approved Location without Franchisor's prior written consent, which Franchisor will not unreasonably withhold, provided: (i) Franchisee secures an alternate location for the Franchised Business within the Territory (as defined below); and (ii) Franchisee reimburses Franchisor for the reasonable costs and expenses that Franchisor incurs in connection with evaluating and approving the proposed relocation.

1. **Territory Size; Additional Qualified Household Fee**. Franchisor and Franchisee hereby agree and acknowledge that Franchisor does not guarantee that Franchisee's Territory will consist of any minimum size. Notwithstanding the foregoing, in the event Franchisee is granted a Territory pursuant to this Agreement that contains more than 100,000 "qualified households" (each defined as a household with an average household income of $75,000 or greater), then Franchisee shall pay to Franchisor upon execution of this Agreement an Additional Qualified Household Fee equal to Sixty Cents ($0.60) per each additional qualified household in the Territory in excess of 100,000. Upon execution of this Agreement, Franchisee hereby agrees to pay to Franchisor the Additional Qualified Household Fee as set forth on the Data Sheet attached to this Agreement.

C. **Territory.** Franchisee shall only have the right to operate the Franchised Business and market within the Territory. For so long as Franchisee is in compliance with this Agreement, Franchisor will not open or operate, or license a third party the right to open or operate, any other Franchised Business that utilizes the System and Proprietary Marks

within the Territory. Franchisee shall be permitted to provide the Approved Products and Approved Services in connection with homes outside of the Territory only if (i) Franchisee does not market directly to such customers and (ii) such customers are direct referrals from existing or past customers or from one of Franchisee's existing trade relationships.

D. **Rights Not Granted**. Franchisee acknowledges and agrees that this Agreement does not grant Franchisee any right or option to open any additional Franchised Businesses nor does this Agreement provide Franchisee with any right to sub-license or sub-franchise any of the rights granted hereunder. Franchisee may not use the Proprietary Marks or System for any purpose other than promoting and operating the Franchised Business within the Territory. Franchisor will have sole discretion as to whether it decides to grant Franchisee the right to open any additional Franchised Businesses, each of which will be governed by a separate form of Franchisor's then-current franchise agreement.

E. **Reservation of Rights**. Notwithstanding anything contained in this Agreement, Franchisor and its affiliates hereby reserve the exclusive right to: (i) own and operate businesses at any location(s) outside of the Territory under the Proprietary Marks and System, or to license others the right to own and operate businesses at any location(s) outside of the Territory under the Proprietary Marks and System; (ii) own and operate businesses under different marks at any location(s) inside or outside of the Territory, or license to others the right to own and operate such businesses under different marks at any location(s) inside or outside of the Territory; (iii) market, promote, distribute and sell the Approved Products and Approved Services to non-traditional customers or to "National Accounts" (as described more full in Section 2(G) below); (iv) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution; (v) market, promote, sell and distribute through wholesale and retail channels, including the internet, products for others to use to perform services the same as or similar to Approved Services for themselves or others, whether or not using Proprietary Marks; and (vi) use the Proprietary Marks and System, and license others to use the Marks and System to engage in any other activities not expressly prohibited in this Agreement. Nothing in this Agreement provides Franchisee with the right to conduct in any of the foregoing activities, or share in the revenue generated by any of these activities.

F. **Modification of System**. Franchisor reserves the right to supplement, revise or otherwise modify the System or any aspect/component thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and make such reasonable expenditures as may be necessary to comply therewith. Any change or modification that Franchisor makes to the System will not materially alter Franchisee's fundamental rights under this Agreement. Moreover, Franchisor will provide Franchisee with a reasonable amount of time to comply with any change or modification to the System once Franchisee has been notified of such change/modification in writing (via the Manuals or otherwise).

G. **National Accounts**. Franchisor will have the exclusive right, on behalf of itself, its affiliate(s), Franchisee, and/or other franchisees utilizing the Proprietary Marks, to negotiate and enter into agreements or approve forms of agreement to provide services to "National Accounts," including National Accounts that Franchisee has solicited or serviced. Franchisee may not solicit any National Accounts outside of the Territory, or solicit any National Accounts within or outside of the Territory who are already under contract with Franchisor. The term "National Account" means any business or businesses

under common control, ownership, or branding, which operate locations in or deliver products and services beyond one protected territory, regardless of the volume of products and/or services to be purchased by the customer. Any dispute as to whether a particular customer is a National Account will be determined by Franchisor in its sole discretion and Franchisor's determination will be final and binding. Franchisee acknowledges and agrees that Franchisor shall have the right, exercisable in its sole discretion, to (i) provide, directly or through any other licensee or franchisee using the Proprietary Marks, such services to the National Account customer location(s) within the Territory and/or (ii) contract with another party to provide such services to the National Account customer location(s) within the Territory, on the terms and conditions contained in the National Account bid or contract between Franchisor and the National Account customer. Franchisee agrees that neither the direct provision by Franchisor or a franchisee, licensee, or designee of Franchisor of services to National Account customers as authorized above, nor Franchisor's contracting with another party to provide such services as authorized above, shall constitute a violation of the grant of license contained in this Agreement or any other provision of this Agreement, even if such services are delivered from a location within the Territory. Franchisee disclaims any right to compensation or consideration for work performed by others in the Territory pursuant to this Section.

3. TERM AND RENEWAL

A. **Term**. Unless previously terminated pursuant to this Agreement, the term of this Agreement shall be for a period of ten (10) years ("Initial Term") commencing as of the Effective Date.

B. **Renewal**. Franchisee may submit a request to renew this Agreement for up to two (2) additional, consecutive terms of five (5) years each, and must provide each request to renew no less than six (6) months and no more than twelve (12) months prior to the end of the then-current term. Failure to provide such notice to Franchisor will be deemed an indication that Franchisee does not wish to renew the franchise relationship. Franchisor shall not unreasonably withhold its approval of such requests for renewal, provided Franchisee complies with the following conditions:

1. Franchisee must not have: (i) any uncured material defaults under this Agreement (including any monetary defaults) or any other agreement between Franchisee or Franchisee's affiliates and Franchisor or Franchisor's approved suppliers, either at time of Franchisee's renewal request or at the time of renewal; and (ii) received two (2) or more separate, written notices of default from Franchisor with respect to this Agreement in the twelve (12) month period preceding the renewal request date or renewal date.

2. Franchisee must execute Franchisor's then-current form of franchise agreement, which may contain materially different terms and conditions from those contained in this Agreement.

3. Franchisee pays Franchisor a renewal fee amounting to twenty-five percent (25%) of the then-current Initial Franchise Fee prior to Franchisor entering into the renewal form of franchise agreement described in Section 3(B)(2) above. Franchisee will not be required to pay an additional Initial Franchisee Fee upon renewal.

4. At Franchisor's option, Franchisee and/or the Designated Manager attends a prescribed training refresher course at least thirty (30) days before the expiration of the then-current term of this Agreement. Franchisee will be responsible for all expenses incurred in connection with attending this refresher training.

5. Franchisee executes a general release, in a form satisfactory to Franchisor, of any and all claims it may have against Franchisor and its affiliates, officers, directors, shareholders, and employees in their corporate and individual capacities, including without limitation, all claims arising under any federal, state, or local law, rule, or ordinance.

6. Franchisee agrees, at its sole cost and expense, to re-image, renovate, refurbish, and modernize the Approved Vehicle(s) and Franchised Business within the time frame required by Franchisor, including without limitation the design, equipment, vehicle wrap, displays, inventory assortment and depth, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies, and other products and materials, as necessary to meet Franchisor's then-current System standards, specifications, and design criteria for a newly opened Franchised Business.

4. FEES AND PAYMENTS

A. **Fees**. In consideration of the rights and license granted herein, Franchisee agrees and acknowledges that it must pay the following amounts to Franchisor or, as noted below, Franchisor's designated supplier(s):

1. *Initial Franchise Fee.* Upon execution of this Agreement, Franchisee must pay Franchisor an initial franchise fee in the amount set forth on the Data Sheet attached hereto, (the "Initial Franchise Fee"), which fee shall be deemed fully earned and non-refundable under any circumstances upon payment.

2. *Royalty Fee.* Once the Franchised Business is open and operating (and/or required to be open and operating under this Agreement), Franchisee shall pay Franchisor a continuing royalty fee in an amount equal to the greater of: (i) seven percent (7%) of the Net Revenue of the Franchised Business from the preceding reporting period; or (ii) the applicable minimum royalty (the "Minimum Royalty") set forth in Section 4(A)(2)(a) below (collectively, the "Royalty Fee"). Unless Franchisor designates a different collection interval in accordance with this Agreement, the Royalty Fee shall be collected weekly based on the Net Revenue generated by the Franchised Business during the immediately preceding calendar week. The Royalty Fee is deemed fully earned and non-refundable upon payment.

a. *Minimum Royalty*. Commencing in the thirteenth (13th) month following the opening of the Franchised Business, Franchisee shall be required to pay to Franchisor a minimum royalty, calculated as follows: (i) for months 13-24 after the opening of the Franchise Business: $2,100 per Territory per month; (ii) for months 25-36 after the opening of the Franchised Business: $2,800 per Territory per month; and (iii) for months 37 through the duration of the Term of this Agreement: $3,500 per Territory per month (each the applicable "Minimum Royalty"). If, as of the end of any applicable reporting period beginning in or after the thirteenth (13th) month of operations, the aggregate Royalty Fees actually

collected by Franchisor based on the Net Revenue of the Franchised Business are less than the applicable Minimum Royalty, then Franchisor shall have the right to collect from Franchisee's EFT Account the difference between the applicable Minimum Royalty and the Royalty Fees actually paid to Franchisor for the applicable period (the "Shortfall Payment"), which Shortfall Payment shall be due on the fifth (5th) of the following month.

b. *Reduced Royalty on Net Revenue in Excess of Milestones*. In the event Franchisee achieves Net Revenue in excess of $1 million during any one-year period (as measured from the anniversary of the Effective Date of this Agreement) during the Term of this Agreement, then Franchisee's Royalty on the portion of Net Revenue exceeding $1 million for such year shall be 5.5% of Net Revenue. In the event Franchisee achieves Net Revenue in excess of $2 million during any one-year period (as measured from the anniversary of the Effective Date of this Agreement) during the Term of this Agreement, then Franchisee's Royalty on the portion of Net Revenue exceeding $2 million for such year shall be 4% of Net Revenue. For clarity, the calculation of Franchisee's Net Revenue for purposes of this Section shall be reset to $0 upon each one-year anniversary of the Effective Date of this Agreement.

3. *Definition of Net Revenue*. As used in this Agreement, "Net Revenue" means the revenue generated by the Franchised Business, including all revenue generated from the sale and provision of Approved Products and Approved Services and any and all gift cards at or through the Franchised Business and all proceeds from any business interruption insurance related to the non-operation of the Franchised Business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. "Net Revenue" does not include (a) tips received by Franchised Business personnel and not collected by the Franchised Business, (b) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any client of the Franchised Business that is (i) credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Approved Services, and (ii) otherwise afforded in compliance with Franchisor's System standards and Manuals.

4. *Brand Development Fund Contribution.* Franchisor has established a System-wide marketing and technology fund (the "Fund"). Commencing in the 13th month of operation of the Franchised Business, Franchisee shall make monthly contributions to the Fund (the "Fund Contribution") amounting to the greater of (i) one percent (1%) of the Net Revenue of the Franchised Business from the preceding reporting period, or (ii) the Minimum Fund Contribution per Territory per month. For purposes of this Section, the Minimum Fund Contribution is as follows: (a) for months 13-24 of operation: $300 per month; (b) for months 25-36 of operation: $400 per month; and (c) for months 37 through the duration of the Term of this Agreement: $500 per month. Franchisor may increase the required Fund Contribution to up to two percent (2%) of Net Revenue upon thirty (30) days' written notice to Franchisee. The Fund Contribution shall be paid at the same time and in the same manner as the Royalty Fee. In the event Franchisee achieves Net Revenue in excess of $1 million during any one-year period (as measured from the anniversary of the Effective Date of this Agreement) during the Term of this Agreement, then Franchisee's required Fund Contribution on the portion of Net

Revenue exceeding $1 million for such year shall be 0.75% of Net Revenue. In the event Franchisee achieves Net Revenue in excess of $2 million during any one-year period (as measured from the anniversary of the Effective Date of this Agreement) during the Term of this Agreement, then Franchisee's Fund Contribution on the portion of Net Revenue exceeding $2 million for such year shall be 0.25% of Net Revenue. For clarity, the calculation of Franchisee's Net Revenue for purposes of this Section shall be reset to $0 upon each one-year anniversary of the Effective Date of this Agreement.

5. *Technology Fee.* Franchisee must pay Franchisor or its Approved Supplier its designated technology fee in connection with technology products or services Franchisor determines to (a) associate or utilize in connection with the System, and (b) use the Technology Fee to cover all or certain portion of the corresponding costs (the "Technology Fee"). Franchisee shall commence paying the Technology Fee to Franchisor not later than one (1) month prior to the opening of the Franchised Business. As of the Effective Date, the Technology Fee is One Thousand Dollars ($1,000) per month. The Technology Fee shall be payable at the same time and same manner as the Royalty Fee. Franchisor shall not increase the Technology Fee by more than ten percent (10%) per year during the Initial Term of this Agreement.

6. *On-Site Initial Training Fee; Other Pre-Opening Amounts Payable to Franchisor or its Affiliate Supplier.*

   a. *On-Site Initial Training Fee.* Upon execution of this Agreement, Franchisee must pay Franchisor an on-site initial training fee amounting to $5,000 (the "On-Site Initial Training Fee"), which fee shall be deemed fully earned and non-refundable under any circumstances upon payment.

   b. *Business Management System Fee.* Upon execution of this Agreement, Franchisee must pay Franchisor a fee amounting to $9,500 in connection with integrating all technology associated with the Technology Fee, as well as all Required Software (the "Business Management System Fee"), unless the Franchised Business is the second or subsequent franchise being developed pursuant to a multi-unit development or similar agreement with Franchisor.

   c. *Pre-Opening Project Management Support Fee.* Upon execution of this Agreement, Franchisee must pay Franchisor a fee amounting to $5,000 in connection with the assistance and/or performance that Franchisor determines appropriate to assist Franchisee through the site selection evaluation/approval process through the buildout at and from an Approved Premises through the grand opening of the Franchised Business (the "Pre-Opening Project Management Support Fee").

   d. *Start-Up Business Expenses*. Prior to opening and upon invoicing, Franchisee must purchase and acquire from Franchisor, Franchisor's affiliate, and/or Franchisor's approved supplier(s) certain marketing materials, vehicle wrap(s), branded apparel, and initial inventory and equipment that Franchisor will set forth in its Manual(s) or otherwise in writing.

B. **Method of Payment; Bank Accounts.**

1. *Method of Payment.* Unless otherwise designated by Franchisor, Franchisee shall pay all fees and other amounts due to Franchisor and/or its affiliates under this Agreement through an electronic funds transfer program (the "EFT Program"), under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor or its affiliates, from the bank account Franchisee provides to Franchisor for use in connection with the EFT Program (the "EFT Account"). Franchisor reserves the right to change the method of payment at any time upon reasonable notice to Franchisee. Notwithstanding the foregoing, Franchisor may at its discretion permit Franchisee to make certain payments for inventory purchased from Franchisor, Franchisor's affiliates, or Franchisor's designated suppliers via credit card.

2. *Use of EFT Account for Operational Funds.* Franchisee shall immediately deposit all revenues from operation of the Franchised Business into the EFT Account immediately upon receipt, including cash, checks, and credit card receipts. At least ten (10) days prior to opening the Franchised Business, Franchisee shall provide Franchisor with: (i) Franchisee's bank name, address and account number; and (ii) a voided check from such bank account, if required. At least ten (10) days prior to opening the Franchised Business, Franchisee shall sign and provide to Franchisor and Franchisee's bank, all documents, including Franchisor's form of EFT Authorization Form attached as Exhibit C to this Agreement, necessary to effectuate the EFT Program and Franchisor's ability to withdraw funds from such bank account via electronic funds transfer. Franchisee shall immediately notify Franchisor of any change in Franchisee's banking relationship, including any change to the EFT Account.

C. **Access to Computer System**. Franchisor may, without notice to Franchisee, have the right to independently and remotely access any proprietary software program and/or the computer system that Franchisee uses in connection with the Franchised Business or will be required to use in the future (the "Computer System"), via the Internet other electronic means, in order to obtain any financial and/or Client information that is related to the operation of the Franchised Business, including without limitation, Net Revenue and Client contact and property information. Franchisee must obtain and use the Computer System hardware, software and other components that Franchisor prescribes for use in connection with the Franchised Business and utilize and participate in any intranet/extranet that Franchisor establishes in connection with the System. Franchisee hereby consents to Franchisor using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by Franchisor or disclosed to Franchisor in accordance with this Agreement.

D. **Operational Reports; Right to Modify Payment Interval**.

1. Franchisee shall provide Franchisor with the following reports and information, all of which must be certified as true and correct by Franchisee and in the form and manner prescribed by Franchisor: (i) a signed Net Revenue report no later than the fifth (5^{th}) of each month for Net Revenue generated during the immediately preceding month detailing the information from the preceding month, including

the amount of all fees owed to Franchisor or its affiliates and such evidence that Franchisee has made its required local advertising expenditures; (ii) on or before the twentieth (20th) of each month, an unaudited profit and loss statement for the Franchised Business for the preceding calendar month; (iii) within sixty (60) days of Franchisor's request, a financial statement that details the total assets and liabilities of the Franchised Business (and, if appropriate, of Franchisee and any personal guarantors under this Agreement); (iv) within sixty (60) days after the close of each fiscal year of Franchisee, financial statements which must include a profit and loss statement and a balance sheet of the Franchised Business, all as of the end of such fiscal year; and (v) any other financial information or performance metrics of the Franchised Business that Franchisor may reasonably request.

2. The parties agree and acknowledge that Franchisor may modify the interval at which it collects Franchisee's Royalty Fee, Fund Contribution and other recurring fees under this Agreement upon written notice (e.g., Franchisor may provide Franchisee with notice that it will be collecting these fees on a monthly rather than weekly basis). In such event, Franchisee's reporting obligations may also be modified by Franchisor accordingly.

3. Franchisee hereby grants Franchisor permission to report and distribute Franchisee's sales, expense, and profit information to other existing franchisees of Franchisor with such additional information as Franchisor may deem appropriate to make the information a useful business aid to Franchisee and other franchisees of Franchisor. Franchisee will save and hold harmless Franchisor against and from any and all claims, liabilities, or suits resulting from or in connection with any acts or omission of Franchisor in the aforementioned reporting of financial information.

E. **Late Payments**. If any payment due under this Agreement is not received by Franchisor by the scheduled date due, Franchisee shall be in default under this Agreement. If any payment is overdue, whether due to insufficient funds or otherwise, Franchisee shall pay a late payment fee of Five Hundred Dollars ($500) per occurrence, and in addition to the overdue amount, interest at a rate of the lesser of one and a half percent (1.5%) per month or the highest amount permitted by applicable law in the state where the Franchised Business is located, beginning from the date of non-payment or underpayment, until paid. Entitlement to collect such interest shall be in addition to any and all other remedies Franchisor may have.

F. **Taxes Owed by Franchisee**. No payments to be made to Franchisor by Franchisee, whether for royalties, advertising, merchandise, special programs, or otherwise, may be reduced on account of the imposition by any federal, state, or local authority of any tax, charge, or assessment, or by any claim Franchisee may have against Franchisor, subject to the definition of Net Revenue as set forth above. All taxes, charges, or assessments shall be paid by Franchisee to the taxing authorities when due, in addition to the amounts due to Franchisor.

5. DUTIES OF FRANCHISOR

A. **Initial Training**.

1. *Initial Training Prior to Opening.* Franchisor will provide its initial training program (the "Initial Training Program") to Franchisee (or its operating principal if Franchisee

is an entity) and, if applicable, the individual that Franchisee has designated and Franchisor has approved to handle the day-to-day management of the Franchised Business (a "Designated Manager"). Except for the On-Site Initial Training Fee described herein, Franchisor will not charge any training fee to provide the Initial Training Program or appropriate components thereof for up to two (2) total individuals, provided both individuals attend such training at the same time prior to opening the Franchised Business. The parties agree and acknowledge that: (i) certain portions of the Initial Training Program may be provided by Franchisor remotely; (ii) other portions of the Initial Training Program must be attended and completed at Franchisor's headquarters or other designated training facility; and (iii) Franchisee shall bear all its costs and expenses incurred by Franchisee and all other trainees in connection with the Initial Training Program, including without limitation, travel, lodging, meals, local transportation and wages for any personnel.

2. *Replacement Personnel.* Franchisor will also provide the Initial Training Program or appropriate portions thereof to any replacement personnel that will serve as Franchisee's Designated Manager of the Franchised Business, provided Franchisee pays Franchisor's then-current training fee for such initial training (as well as any costs and expenses incurred) and subject to the schedule and availability of Franchisor's training staff.

B. **On-Site Assistance; On-Site Initial Training Fee.** Subject to Franchisee's payment of the On-Site Initial Training Fee, Franchisor shall provide on-site assistance at the Franchised Business or otherwise within the Territory that typically lasts up to five (5) days and is provided around the time that Franchisor approves Franchisee to commence operations of the Franchised Business. Franchisee shall be responsible for reimbursing Franchisor for all expenses that Franchisor incurs in providing on-site assistance.

C. **Additional and Refresher Training**.

1. *Required Additional Training.* Franchisor may, as it deems appropriate in its discretion, develop additional and refresher training courses, and require Franchisee and/or its Designated Manager to attend such courses no more frequently than: (i) two (2) sessions of additional/refresher training year, which, combined will not exceed seven (7) total days and may take place at Franchisor's designated training facility (or other location that Franchisor designates); and (ii) twenty-four (24) hours of additional or refresher training via webinar or other medium that allows for remote attendance and completion ("Additional Training"). Franchisor will not require Franchisee to pay its then-current training fee in connection with any Additional Training that Franchisor requires under this Section, but Franchisee will be responsible for the costs and expenses incurred in connection with Franchisee and its designated personnel attending such training, which may take place at a training facility that Franchisor designates.

2. *Requested Additional Training and/or On-Site Assistance.* Franchisor may also provide Additional Training or other on-site assistance at Franchisee's reasonable written request, subject to: (i) the schedule and availability of Franchisor's training personnel; and (ii) Franchisee paying Franchisor's then-current training fee for each trainer that is provided in connection with the requested training, as well as Franchisee covering the costs and expenses that such personnel incur in providing such training.

Franchisor will provide training under this Section as it deems appropriate in its discretion.

3. *Remedial Training.* Franchisor may require Franchisee to attend up to five (5) days of remedial training that Franchisor reasonably determines Franchisee and appropriate personnel must undertake in response to: (i) the failure of Franchisee or any other required personnel to sufficiently complete the Initial Training Program or any type of Additional Training that Franchisor requires under Section 5(C)(1) above; or (ii) Franchisee's failure to operate the Franchised Business in accordance with the terms of the Franchise Agreement after Franchisor has provided Franchisee with written notice of such failure ("Remedial Training"). Franchisor reserves the right to charge its then-current training fee for any Remedial Training that is provided to Franchisee and/or its personnel at any location. Franchisee must also cover the costs and expenses incurred by Franchisor and its personnel in providing such Remedial Training.

D. **Manuals**. Franchisor will provide access to, or otherwise loan, Franchisee one (1) copy of the Manuals prior to the opening of the Franchised Business. Franchisor will also loan Franchisee a list of: (i) all furnishings, equipment, inventory, supplies and other items that Franchisee is required to purchase or lease in connection with the establishment and ongoing operation of the Franchised Business (collectively, the "Required Items"); (ii) a list of all suppliers from which Franchisee must purchase or lease any Required Items, which may include Franchisor or its affiliates (collectively, the "Approved Suppliers"); and (iii) a list of the Approved Services that Franchisee is authorized to offer, sell or provide at and from the Franchised Business. The foregoing lists may be provided as part of the Manuals or otherwise in writing prior to opening, and Franchisor has the right to revise, supplement or otherwise modify these lists and the Manuals at any time upon written notice to Franchisee. Franchisor may also establish and maintain a website portal or other intranet for use by Franchisee and other Franchised Business owners (the "Web Portal"), wherein Franchisor may post content that will automatically become part of, and constitute a supplement to, the Manuals, all of which Franchisee must strictly comply with promptly after such content is posted or otherwise listed on the Web Portal. In the event Franchisee or its personnel saves or prints out a hard copy of any Manual, then such electronic/hard versions of said Manuals must be immediately returned upon expiration or termination of this Agreement for any reason (and never used for any competitive purpose).

E. **Site Selection Review and Approval**. Following execution of this Agreement, Franchisor may: (i) provide Franchisee with basic site selection criteria that Franchisor establishes for a third-party premises of a Franchised Business, if any; (ii) review and evaluate any site relocation proposals from Franchisee; and (iii) approve or reject such site selection proposals if requested.

F. **Grand Opening**. Franchisor may assist Franchisee, as it deems appropriate in its discretion, in developing and conducting the marketing and advertising campaign in connection with the grand opening of the Franchised Business. Franchisee shall pay to Franchisor the Pre-Opening Project Management Support Fee upon execution of this Agreement.

G. **Continuing Assistance**.

1. Franchisor may, as it deems appropriate and advisable in its sole discretion, provide continuing advisory assistance in the operation of the Franchised Business.

Franchisor's determination not to provide any particular service, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.

2. Franchisor may provide such assistance via any communication channel Franchisor deems appropriate, subject to the availability and schedules of Franchisor's personnel.

3. In the event Franchisee requests that Franchisor provide any type of assistance or training on-site at the Franchised Business, then Franchisee may be required to pay Franchisor's then-current training tuition fee in connection with such training (in addition to reimbursing Franchisor for any costs/expenses that Franchisor's personnel incurs in connection with providing such assistance).

H. **Review of Advertising Materials**. Franchisor will review and approve/reject any advertising or marketing materials proposed by Franchisee in connection with the Franchised Business as described more fully in Section 9 of this Agreement.

I. **Website**. For so long as Franchisor has an active website containing content designed to promote the ZINGA'S brand, System and Proprietary Marks (collectively, the "Website"), Franchisor will list the contact information of the Franchised Business on this Website, provided Franchisee is not in material default under this Agreement.

J. **Email Addresses**. Franchisor will provide Franchisee with at least one (1) email address, which: (i) Franchisee is required to use in connection with the Franchised Business; and (ii) must be the only email address(es) used in connection with the Franchised Business.

K. **Private Label Products**. Franchisor may, directly or indirectly through Franchisor's affiliates or designated vendors, develop and provide Franchisee with private label products or other merchandise bearing the Proprietary Marks to be used by Franchisee and/or offered and sold by Franchisee as part of the Approved Products and Approved Services that are provided by the Franchised Business. Franchisee may be required to purchase these items from Franchisor or any other Approved Supplier that Franchisor designates.

L. **Inspections**. Franchisor will, as it deems appropriate in its sole discretion, conduct inspections and/or audits of the Franchised Business to ensure that Franchisee is operating its Franchised Business in compliance with the terms of this Agreement, the Manuals and the System standards and specifications. Such inspections may include: (i) inspections of the Approved Location, any and all vehicle(s) used in connection with the Franchised Business, and any and all books and records; or (ii) conducting inspections designed to evaluate the Approved Products and Approved Services provided by the Franchised Business and any pre-sale activities involved with the same. Inspections will only occur during normal business hours. Franchisee is solely responsible for ensuring that the Franchised Business is being operated in compliance with all applicable laws and regulations. With respect to the Approved Location, inspections will only involve the physical area that is specifically devoted to the Franchised Business.

M. **Administration of Fund**. Franchisor will administer the Fund as it deems advisable to the System in its sole discretion as described more fully in Section 9 of this Agreement.

N. **No Assumption of Liability**. Franchisor shall not, by virtue of any approvals or advice provided to the Franchisee under this Agreement, including site approval or other approval provided under this Section 5, assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable. Franchisee acknowledges that any assistance provided by Franchisor is only for the purpose of determining compliance with System standards and does not constitute a representation, warranty, or guarantee, express, implied or collateral that the Franchised Business is likely to achieve any level of volume, profit or success.

O. **Delegation of Duties**. Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by this Agreement, as Franchisor may direct.

P. **Pre-Opening Obligations Acknowledgement**. If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within sixty (60) days following the opening of the Franchised Business. Absent such notice to Franchisor, Franchisee acknowledges, agrees and grants that Franchisor fully complied with all of its pre-opening and opening obligations set forth in this Agreement.

Q. **Annual Conference**. Franchisor may establish and conduct an annual conference for all franchise owners and may require Franchisee (or its Designated Manager) to attend this conference, but for no more than five (5) days each year. Franchisee will be solely responsible for all expenses incurred in attending the annual conference (including any employee wages), and Franchisor reserves the right to require Franchisee to pay Franchisor its then-current convention fee prior to attending.

R. **Sales Center**. Franchisor has established or has designated a third-party provider of a call center (the "Sales Center") to provide customer intake and call center services for the benefit of System franchisees, and Franchisee is required to utilize the Sales Center that Franchisor specifies in connection with the operation of the Franchised Business. Franchisee shall pay the amount of $400 per month, plus $35 per booked appointment for the use of the Sales Center (the "Sales Center Fee"). Franchisor reserves the right to collect or to designate an affiliate to collect the Sales Center Fee.

6. DUTIES OF FRANCHISEE

A. **Securing an Approved Location**. Franchisee shall operate the Franchised Business from the Approved Location, which must be approved by Franchisor in writing.

B. **Time to Open**. Franchisor must provide its prior written consent before Franchisee may open the Franchised Business, and Franchisor reserves the right to inspect the Approved Vehicle(s) or the Franchised Business at any reasonable time prior to the opening date. Should Franchisee fail to open the Franchised Business for operation within six (6) months of the Effective Date of this Agreement or, if applicable, within an extension of time approved in writing by Franchisor, this Agreement will be deemed terminated upon written notice from Franchisor to Franchisee, without the necessity of further action or documentation by either party.

C. **Licenses and Permits for Franchised Business**. Prior to opening, Franchisee must obtain and maintain (throughout the term of this Agreement) all required licenses, permits and

approvals to establish, open and operate the Franchised Business at the Approved Location and within the Territory, including all required licenses and permits related to the offer, sale, and performance of Approved Products and Approved Services.

D. **Licensing Requirements for Personnel**. Franchisee must ensure that the Approved Services provided by the Franchised Business are, as applicable, only conducted by individuals that have the necessary contractors' or equivalent licenses and/or other applicable certifications or approval, if any, necessary to provide the Approved Services at issue. Franchisee acknowledges it is Franchisee's responsibility to keep current all applicable state, local, and federal licenses required to operate the Franchised Business.

E. **Approved Services and Approved Products; Provision of Approved Services by Licensed Personnel**

1. *Authorized Products and Services Only.* Franchisee must offer and sell only the Approved Products and Approved Services through the Franchised Business. Franchisee may not offer or provide any other products or services and must not deviate from Franchisor's System standards and specifications related to the manner in which the Approved Products and Approved Services are offered and sold, unless Franchisor provides its prior written consent. Franchisor has the right to add, delete or otherwise modify certain of the Approved Products or Approved Services from time to time as Franchisor specifies in the Manuals or otherwise in writing, as it deems appropriate in its sole discretion. In the event of a dispute between Franchisee and Franchisor concerning Franchisee's right to carry any particular product or to offer any specific service, Franchisee will immediately remove the disputed products from inventory, remove the disputed service from those services offered, or, if the same are not already in inventory or such services not yet being offered, will defer offering for sale such products and services pending resolution of the dispute.

2. *Personnel that May Provide Certain Approved Services.* Franchisee must ensure that any Approved Services provided through the Franchised Business are provided by individual(s) who possess the required license and/or certification (if and as required) to provide such Approved Services, or, as applicable, individual(s) who have completed any specific training required by Franchisor (which may be Franchisee or its Designated Manager or other individual).

F. **Approved Vehicles, Signs, and Inventory**. Franchisee must maintain at all times during the term of this Agreement and any renewals hereof, at Franchisee's expense, the vehicle(s) that must be used in connection with the Franchised Business (the "Approved Vehicle(s)"), the Franchised Business itself, and all equipment and inventory therein as necessary to comply with Franchisor's standards and specifications as prescribed in the Manuals or otherwise in writing. Franchisee must also make such additions, alterations, repairs, and replacements to the foregoing as Franchisor requires. At Franchisor's request, which shall not be more often than once every five (5) years, Franchisee shall refurbish and/or upgrade the Approved Vehicles, any equipment thereon, and other components of the Franchised Business at its expense, to conform to the design, trade dress, color schemes, and presentation of Proprietary Marks consistent with Franchisor's then-current standards and conditions for the System, including without limitation, redecoration, remodeling, and modifications to existing improvements, but specifically excluding vehicle wraps,

lettering, and/or trade dress for those vehicles used in the operation of the Franchised Business that may be updated more frequently (collectively, the "Vehicle Updates").

G. **Compliance with Applicable Laws**. Franchisee must at all times conduct and operate the Franchised Business in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto.

H. **Approved Vehicle; Other Required Items**. Franchisee must: (i) purchase, lease, and/or maintain any and all Required Items that Franchisor designates for use in connection with the Franchised Business that may include, without limitation, the Approved Vehicle(s), Computer System, equipment, supplies, and inventory; (ii) ensure that all Required Items meet Franchisor's standards and specifications; and (iii) purchase all items Franchisor specifies from the Approved Supplier(s) that Franchisor designates, which may include Franchisor or its affiliates. Franchisee agrees and acknowledges that Franchisor and/or its affiliates may derive revenue from the offer and sale of Required Items. Franchisee shall cause the Approved Vehicle(s) to be wrapped or painted in signage and artwork as approved by Franchisor prior to opening the Franchised Business. Franchisee agrees to maintain any Approved Vehicle(s) in good mechanical condition and an appearance that properly represents the System to the public and to improve vehicle appearance at the request of the Franchisor.

I. **Required Purchases of Inventory and Supplies**. Franchisee must purchase all inventory and supplies required to sell and provide the Approved Services, as well as thereafter maintain such inventory/supply levels, as Franchisee deems reasonably necessary and appropriate to meet current customer demand and any anticipated customer demand in the near future.

J. **Inspection of Items**. Franchisee shall permit Franchisor or its agents, at any reasonable time, to remove from the Franchised Business samples of items without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent, certified laboratory to determine whether said samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor, or if the sample fails to conform to Franchisor's specifications.

K. **Alternative Supplier Approval**. If Franchisee wishes to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, to the extent known. At Franchisor's request, Franchisee must also provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. If Franchisor incurs any costs in connection with testing a particular product or evaluating an unapproved supplier at Franchisee's request, Franchisee must reimburse Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the item or supplier. Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within thirty (30) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's

request will be deemed denied. Franchisor may, but is not obligated to, provide Franchisee's proposed supplier with its specifications for the item that Franchisee wishes the third-party to supply, provided that third-party executes Franchisor's prescribed form of non-disclosure agreement. Each supplier that Franchisor approves must comply with any of Franchisor's requirements regarding insurance, indemnification and non-disclosure. If Franchisor approves any supplier, Franchisee may enter into supply contracts with such third party, but under no circumstances will Franchisor guarantee Franchisee's performance of any supply contract. Franchisor may re-inspect and revoke Franchisor's approval of particular products or suppliers when Franchisor determines, in Franchisor's sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole. Franchisor has the right to receive payments from suppliers on account of their dealings with Franchisee and other franchisees and to use all amounts Franchisor receives without restriction (unless instructed otherwise by the supplier) for any purposes Franchisor deems appropriate.

L. **Computer Issues**. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders in connection with the operation of the Franchised Business, including the any proprietary software used in connection with the System.

M. **Training Completion and Conference Attendance**.

1. Franchisee must ensure that Franchisee and its Designated Manager (if applicable) each attend and successfully complete the Initial Training Program prior to opening the Franchised Business.

2. Franchisee must also ensure that Franchisee and its Designated Manager or other personnel (if applicable) attend and complete any Additional Training or Remedial Training that may be required pursuant to this Agreement.

3. Franchisee agrees and acknowledges that it will be solely responsible for: (i) all costs associated with Franchisee and/or its designated personnel attending any initial or ongoing training provided by Franchisor or any third-party trainer pursuant to this Agreement; and (ii) paying Franchisor its then-current Training Fee for any (a) Additional Training requested by Franchisee, (b) Remedial Training that Franchisee is required to complete as part of its cure actions with respect to a default hereunder, or (c) any replacement or new personnel that needs to attend any portion of the Initial Training Program, as set forth in this Agreement.

4. Any failure by Franchisee and/or its Designated Manager (if applicable) to (a) attend and complete the Initial Training Program, or (b) any other training/conferences that such individual(s) are required to attend and/or complete hereunder will constitute a material default of this Agreement and grounds for

termination if not cured within the appropriate cure period set forth in this Agreement.

N. **Training of Personnel.** Franchisee or at least one (1) of Franchisee's personnel that has successfully completed the entire Initial Training Program must conduct training classes for, and properly train, all of Franchisee's employees on all information that is relevant to each individual's role with the Franchised Business, including Franchisor's standards and specifications for operating the Franchised Business, as Franchisor may set forth in the Manuals or otherwise in writing. Further, at least one (1) person that has completed the entire Initial Training Program must manage the Franchised Business at all times.

O. **Hours of Operation**. Franchisee shall keep the Franchised Business open and in normal operation for such minimum hours and days as Franchisor may prescribe in the Manuals or otherwise in writing and must ensure that the Franchised Business is sufficiently staffed.

P. **Image**. Franchisee shall maintain the image of the Approved Vehicles and Franchised Business at all times in accordance with Franchisor's standards and specifications, including: (i) ensuring that each Approved Vehicle is maintained in a clean and orderly manner; and (ii) ensuring that all equipment and fixtures used in connection with the Franchised Business remain in good, clean condition.

Q. **Customer Lists and Data/Agreements; Privacy Laws**.

1. Franchisee must (i) maintain a list of all of its current and former Clients, as well as their properties and any Approved Services contracts associated therewith (the "Client Information"), at the Premises; and (ii) make such lists and contracts available for Franchisor's inspection upon request. Franchisee must promptly return this information to Franchisor upon expiration or termination of this Agreement for any reason. This Client Information is deemed "Confidential Information" (as later defined in this Agreement) and Franchisor's exclusive property hereunder, including all Approved Services contracts with such Clients. Franchisee acknowledges that Franchisor may have automatic access to any or all of this information via the Computer System and related software that Franchisor requires for use in connection with the Franchised Business.

2. Franchisee agrees to comply with all applicable laws pertaining to the privacy of the Client, employee, and transactional information ("Privacy Laws"). Franchisee further agrees to comply with Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee will: (i) comply with the requirements of applicable law; (ii) immediately provide Franchisor written notice of said conflict; and (iii) promptly and fully cooperate with Franchisor in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent.

S. **Promotional Prices; Pricing Guidelines**. To the extent permitted under applicable law, Franchisee must use commercially reasonable efforts to follow Franchisor's general pricing guidelines, including any promotional prices set by Franchisor for a particular Approved Product or Approved Service. As an independent contractor, however,

Franchisee may exercise flexibility in meeting competition with respect to the pricing of the Approved Products and Approved Services.

T. **Operation of Franchised Business and Customer Service**. Franchisee shall manage and operate the Franchised Business in an ethical and honorable manner and must ensure that all those working at the Franchised Business provide courteous and professional services to customers and always keep its customers' interests in mind while protecting the goodwill of the Proprietary Marks, System and the Franchised Business. Franchisee must handle all customer complaints and requests for returns and adjustments in a manner consistent with Franchisor's standards and specifications, and in a manner that will not detract from the name and goodwill enjoyed by Franchisor. Franchisee must consider and act promptly with respect to handling of customer complaints and implement complaint response procedures that Franchisor outlines in the Manuals or otherwise in writing.

U. **Access for Inspections/Audit**. To determine whether Franchisee is complying with this Agreement, Manuals and the System, Franchisor and its designated agents or representatives may at all times and without prior written notice to Franchisee: (i) observe and monitor the operation of the Franchised Business for consecutive or intermittent periods as Franchisor deems necessary; (ii) inspect photograph, or videotape the Franchised Business, equipment, or operations therein; (iii) interview or survey personnel and Clients of the Franchised Business; and (iv) inspect, audit and/or copy any books, records, and agreements relating to the operation of the Franchised Business, including all financial information. Franchisee agrees to cooperate with Franchisor fully in connection with these undertakings by Franchisor (if taken) and take such steps as may be necessary to immediately correct the deficiencies detected during any such inspection. If Franchisor exercises any of these rights, Franchisor will use commercially reasonable efforts to not unreasonably interfere with the operation of the Franchised Business.

V. **Personal Participation by Franchisee**. Franchisee must personally participate in the direct management operation of the Franchised Business on a full-time basis, unless Franchisee engages a Designated Manager that Franchisor approves in writing to manage the day-to-day operations of the Franchised Business when Franchisee is not present. If Franchisee designates a manager at any time, that Designated Manager must successfully complete the Initial Training Program prior to assuming any management responsibilities in connection with the Franchised Business and must manage the Franchised Business on a full-time basis. Regardless of whether Franchisee engages a Designated Manager, Franchisee is solely responsible for all aspects of the operation of the Franchised Business and ensuring that all the terms, conditions, and requirements set forth in this Agreement and in the Manuals are met and kept.

W. **Credit Cards and Payment Methods**. Franchisee must accept credit cards in connection with the Franchised Business to facilitate sales, including Visa, MasterCard, American Express, and Discover and any other major credit cards designated by Franchisor. Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards ("PCI DSS"), as such standards may be revised and modified by the PCI Security Standards Council (see www.pcisecuritystandards.org), or any successor organization or standards that Franchisor may reasonably specify. Franchisee's requirements include, but are not limited to, implementing the enhancement, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

X. **Payment Obligations**. Franchisee agrees to promptly pay amounts that are due to Franchisor, its affiliates or any Approved Supplier.

Y. **Employment and Other Personnel Decisions**. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee's employees must be competent, conscientious, and properly trained.

7. PROPRIETARY MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

A. **Ownership of Proprietary Marks**. Franchisee acknowledges the exclusive ownership and/or right to use the Proprietary Marks by Franchisor, and Franchisee agrees that during the term of this Agreement and after its expiration or termination Franchisee will not directly or indirectly contest or aid in contesting the validity of the Proprietary Marks or the ownership or rights of the Proprietary Marks by Franchisor. Furthermore, Franchisee intends and hereby concedes that any commercial use Franchisee may make of the Proprietary Marks shall contribute and inure to the commercial use and benefit of Franchisor, which Franchisor may claim to strengthen and further secure ownership of the Proprietary Marks.

B. **Permitted Use**. It is understood and agreed that the permitted use by Franchisee of Franchisor's Proprietary Marks applies only in connection with the operation of the Franchised Business in the Territory pursuant to this Agreement, and includes only such Proprietary Marks as are now designated, or which may hereafter be designated in the Manuals or otherwise in writing as part of the System (which might or might not be all of the Proprietary Marks pertaining to the System owned by the Franchisor), and does not include any other mark, name, or indicia of origin of Franchisor now existing or which may hereafter be adopted or acquired by Franchisor.

C. **Use of Proprietary Marks in Advertising and Signage**. To develop and maintain high, uniform standards of quality and service and thereby protect Franchisor's reputation and goodwill, as well as that of the System, Franchisee agrees to:

1. Operate and advertise the Franchised Business only under the Proprietary Marks authorized by Franchisor as specified in this Agreement or the Manuals;

2. Maintain and display signage and advertising bearing the Proprietary Marks that reflects the current commercial image of the System and, upon notice from Franchisor, to immediately discard and cease use of Proprietary Marks or other imagery that has become obsolete and no longer authorized by Franchisor.

3. Upon Franchisor's request and in the manners designated by Franchisor, Franchisee shall affix in a prominent and visible area of the Approved Location a sign stating that Franchisee is an independently owned and operated business that is an authorized franchisee of Zinga's Franchising, Inc.

D. **Proprietary Marks are Sole Property of Franchisor**. Franchisee acknowledges that the Proprietary Marks, System, Manuals, and all other information and items delivered to Franchisee by Franchisor pursuant to this Agreement or in furtherance of the System, are

the sole and exclusive property of Franchisor, and Franchisee's right to use the same are contingent upon Franchisee's continued full and timely performance under this Agreement. Franchisee acknowledges it acquires no rights, interests, or claims to any of said property, except for Franchisee's rights to use the same under this Agreement for the term hereof and strictly in the manner prescribed. Franchisee agrees that it will not, during the term of this Agreement or any time thereafter, contest or challenge the sole and exclusive proprietary rights of Franchisor (and, if appropriate, Franchisor's affiliates) to the Proprietary Marks, System, Manuals, and other information, intellectual property, and items delivered or provided or to which Franchisee obtains access under this Agreement, nor shall Franchisee claim any proprietary interest in such property. Franchisee agrees that it will not adopt, display, attempt to register or otherwise use any names, marks, insignias, or symbols in any business that are or may be confusingly similar to the Proprietary Marks licensed under this Agreement.

E. **Legal Action Involving Proprietary Marks**. Furthermore, Franchisee agrees to cooperate with and assist Franchisor in connection with any legal action brought by or against either of them regarding the protection and preservation of the Proprietary Marks, System, or the Manuals and other information and intellectual property delivered to Franchisee or used by Franchisee under this Agreement.

F. **Improvements**. Franchisee agrees to disclose promptly to Franchisor any and all inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by Franchisee or its employees or agents that are in any way related to the establishment or operation of the Franchised Business (collectively, the "Improvements"), all of which shall be automatically and without further action owned by Franchisor without compensation to Franchisee (including all intellectual property rights therein). Whenever requested to do so by Franchisor, Franchisee will execute any and all applications, assignments, or other instruments that Franchisor may deem necessary to apply for and obtain intellectual property protection or to otherwise protect Franchisor's interest therein. These obligations shall continue beyond the termination or expiration of this Agreement. If a court should determine that Franchisor cannot automatically own certain of the Improvements that may be developed, then Franchisee hereby agrees to grant Franchisor a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

G. **Modification or Substitution of Marks by Franchisor**. If in Franchisor's reasonable determination, the use of Proprietary Marks in connection with the System will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Proprietary Marks, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify, discontinue, or to use one (1) or more additional or substitute trade or service Proprietary Marks then upon notice from Franchisor, Franchisee will terminate or modify, within a reasonable time, such use in the manner prescribed by Franchisor. If Franchisor changes the Proprietary Marks in any manner, Franchisor will not reimburse Franchisee for any out-of-pocket expenses that Franchisee incurs to implement such modifications or substitutions. Franchisor is not obligated to reimburse Franchisee for any loss of goodwill or revenue associated with any modified or discontinued Proprietary Mark, nor is Franchisor responsible for reimbursing Franchisee for any other costs or damages.

H. **Modification of Proprietary Marks by Franchisee**. Franchisee agrees not to make any changes or amendments whatsoever in or to the use of the Proprietary Marks unless directed by Franchisor in writing.

I. **Non-Exclusive Use of Proprietary Marks**. Franchisee understands and agrees that its right to use the Proprietary Marks is non-exclusive, that Franchisor in its sole discretion has the right to grant licenses to others to use the Proprietary Marks and obtain the benefits of the System in addition to the licenses and rights granted to Franchisee under this Agreement, and that Franchisor may develop and license other trademarks or service marks in conjunction with systems other than the System on any terms and conditions as Franchisor may deem advisable where Franchisee will have no right or interest in any such other trademarks, licenses, or systems.

J. **Acknowledgements**. With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement, Franchisee acknowledges and agrees that:

1. Franchisee shall not use the Proprietary Marks as part of Franchisee's corporate or any other business name, domain name, e-mail address or any social media or social networking profile/page, unless permitted in writing by Franchisor;

2. Franchisee shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such a manner as might in any way make Franchisor liable therefor without Franchisor's prior written consent; and

3. Franchisee shall execute any documents and provide such other assistance deemed necessary by Franchisor or its counsel to obtain protection for Proprietary Marks or to maintain the continued validity of such Proprietary Marks.

K. **Use Outside Scope**. Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license without Franchisor's prior written consent is an infringement of Franchisor's exclusive ownership of the Proprietary Marks and, during the term of this Agreement and after the expiration or termination hereof, Franchisee covenants not to directly or indirectly commit an act of infringement, contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any other action in derogation thereof.

L. **Notification of Infringement**. Franchisee shall notify Franchisor within three (3) calendar days of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Proprietary Marks licensed hereunder. Franchisee will not communicate with any persons other than Franchisor or Franchisor's legal counsel in connection with any such infringement, challenge, or claim. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may be necessary in the opinion of counsel for Franchisor to carry out such defense or prosecution.

M. **Indemnification Regarding Marks**. Franchisor will indemnify and defend Franchisee against any third-party claim brought against Franchisee that arises solely out of Franchisee's authorized use of the Proprietary Marks licensed under this Agreement in

connection with the Franchised Business, provided: (i) such use is in full compliance with Franchisor's standards and specifications; and (ii) Franchisee notifies Franchisor in writing of this third-party claim within three (3) calendar days of receiving notice or otherwise learning of the claim. Franchisor will have complete control over the defense and, if appropriate, settlement negotiations and resolution regarding the claims described in this Section, including the right to select legal counsel Franchisor deems appropriate. Franchisee must fully cooperate with Franchisor in connection with Franchisor's defense or settlement of any third-party claim that Franchisor determines to take control of under this Section.

N. **Other Obligations of Franchisee**. In addition to all other obligations of Franchisee with respect to the Proprietary Marks licensed herein, Franchisee agrees:

1. To feature and use the Proprietary Marks solely in the manner prescribed by Franchisor and not use the Proprietary Marks on the Internet, except as approved in writing by Franchisor; and

2. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time.

8. OPERATIONS MANUALS AND CONFIDENTIAL INFORMATION

A. **Manuals**. Franchisor will loan or provide online access to one (1) copy of the Manuals to Franchisee. The Manuals shall at all times remain the sole property of Franchisor and any and all copies (hard copies or electronic files) of the Manuals must be returned to Franchisor upon termination or expiration and non-renewal of this Agreement. In order to protect the reputation and goodwill of Franchisor and the System, and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct the Franchised Business in strict accordance with Franchisor's Manuals. In order for Franchisee to benefit from new knowledge, information, methods, and technology adopted and used by Franchisor in the operation of the System, Franchisor may from time to time revise the Manuals, and Franchisee agrees to adhere to and abide by all such revisions (at its expense). Franchisee agrees at all times to keep its copy of the Manuals current and up-to-date. In the event of any dispute as to the contents of Franchisee's Manual, the terms of the master copy of the Manuals maintained by Franchisor at its home office shall be controlling. Franchisor may provide any supplements, updates or revisions to the Manuals via the Internet, email, the System-wide intranet/extranet or any other electronic or traditional mediums it deems appropriate.

B. **Control of Franchised Business**. Franchisee acknowledges any Manuals provided by Franchisor to Franchisee are intended to protect Franchisor's standards, systems, names, and marks, and are not intended to control day-to-day operation of the Franchised Business. Franchisee further acknowledges and agrees that the Franchised Business will be under the control of the Franchisee at all times, and that Franchisee will be responsible for the day-to-day operation thereof.

C. **Confidential Information**. In connection with the operation of the Franchised Business, Franchisee will from time to time become acquainted with, work with, and generate certain information, procedures, techniques, data, and materials that are and, by this Agreement,

will become proprietary to Franchisor. Franchisee and all persons signing this Agreement agree to keep confidential any of Franchisor's trade secrets or proprietary information as defined below and will not use such for its or their own purpose or supply or divulge same to any person, firm, association, or corporation except as reasonably necessary to operate the Franchised Business. Franchisee agrees that it will have no proprietary interest in any work product developed or used by it that arises out of the operation of the Franchised Business. Franchisee will, from time to time as may be requested by Franchisor, do all things that may be necessary to establish or document Franchisor's ownership of any such work product, including without limitation, the execution of assignments.

D. **Trade Secrets and Confidential Information**. The confidentiality requirements set forth in the preceding paragraph will remain in full force and effect during the term of this Agreement and in perpetuity after its termination or expiration and non-renewal. Franchisor's trade secrets and proprietary/confidential information include, without limitation, the following (which shall be defined collectively as the "Confidential Information"):

1. The Manuals;

2. Any customer data, including the names, contact information, purchasing history, and any other information concerning Clients, except for credit card numbers, bank information or other financial data related to the transaction of funds between the Franchisee and Clients (collectively, the "Customer Data");

3. Any and all information and materials, including all items covered by copyright or any other intellectual property, associated with any proprietary software used in connection with the system;

4. Any information or materials, whether technical or non-technical, that is used in connection with or otherwise related to the establishment and operation of a Franchised Business or the System that is not commonly known by, or available to, the public, including without limitation, any proprietary software; and

5. Any other information that may be imparted to Franchisee from time to time and designated by Franchisor as confidential.

E. **Confidential Information as Property of Franchisor**. Franchisee acknowledges and agrees that the Confidential Information, which includes the Customer Data, and any business goodwill of the Franchise are Franchisor's sole and exclusive property and that Franchisee will preserve the confidentiality thereof. Upon the termination or expiration and non-renewal of this Agreement, all items, records, documentation, and recordings incorporating any Confidential Information will be immediately turned over by Franchisee, at Franchisee's sole expense, to Franchisor or to Franchisor's authorized representative.

F. **Information Not Confidential**. Excepted from Confidential Information for purposes of non-disclosure to any third parties by Franchisee and/or its Restricted Persons (as defined in Section 8(H) below) is information that:

1. Becomes publicly known through no wrongful act of Franchisee or Restricted Persons; or

2. Is known by Franchisee or Restricted Persons without any confidential restriction at the time of the receipt of such information from Franchisor or becomes rightfully known to them without confidential restriction from a source other than Franchisor.

A. **Reasonable Efforts to Maintain Confidentiality**. Franchisee shall at all times treat the Confidential Information as confidential and shall use all reasonable efforts to keep such information secret and confidential, including without limitation, all logins/passwords/keys necessary to access any component of the Computer System or related software used in connection with the Franchised Business. The Manuals must remain at the Approved Location and be kept in a secure location, under lock and key, except when it is being studied by Franchisee or Franchisee's employees. Franchisee shall not, at any time without Franchisor's prior written consent, copy, scan, duplicate, record, distribute, disseminate, or otherwise make the Manuals available to any unauthorized person or entity, in whole or in part.

B. **Prevention of Unauthorized Use or Disclosure**. Franchisee shall adopt and implement all reasonable procedures as Franchisor may prescribe from time to time to prevent the unauthorized use or disclosure of any of the Confidential Information. Franchisee must ensure and require that all of its officers, agents, directors, shareholders, trustees, beneficiaries, partners, employees, and independent contractors (which shall include the Designated Manager if applicable), who may obtain or who are likely to obtain knowledge concerning the Confidential Information (collectively, "Restricted Persons") execute Franchisor's prescribed form of confidentiality agreement that will be in substantially the same form attached to this Agreement as Exhibit D (the "Confidentiality and Restrictive Covenant Agreement"). Franchisee must obtain a signed copy of the Confidentiality and Restrictive Covenant Agreement from any such person prior to, or at the same time of, that person undertaking its role and/or employment or association with Franchisee or the Franchised Business. Franchisee must provide Franchisor with a copy of each signed Confidentiality and Restrictive Covenant Agreement within ten (10) days of Franchisor's request.

9. ADVERTISING

A. **Advertising and Sales Promotion Programs**. Franchisor may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all or some of the Franchised Businesses operating under the System. Franchisee must participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor for each program. In all aspects of these programs, including without limitation, the type/quantity/timing/placement and choice of media, and market areas and advertising agencies, the System standards and specifications established by Franchisor shall be final and binding upon Franchisee. Franchisor may also request that Franchisee purchase and/or use certain other advertising or promotional materials that Franchisor designates for use in connection with the Franchised Business.

B. **Approval for all Advertising/Promotional Materials**. All advertising and promotion by Franchisee in any medium must be conducted in a professional manner and shall conform to Franchisor's standards and requirements as set forth in the Manuals or otherwise. Franchisee shall obtain Franchisor's approval of all advertising and promotional plans and materials twenty (20) days prior to use if such plans and materials have not been prepared

by Franchisor or previously approved by Franchisor during the twelve (12) months prior to their proposed use. Franchisee must submit unapproved plans and materials to Franchisor, and Franchisor will have fifteen (15) days to notify Franchisee of its approval or disapproval of such materials. If Franchisor does not provide its specific approval of the proposed materials within this fifteen (15) day period, the proposed materials will be deemed rejected. Any plans and materials that Franchisee submits to Franchisor for its review will become Franchisor's property and there will be no restriction on Franchisor's use or dissemination of such materials. Once approved, Franchisee may use the proposed materials for a period of twelve (12) months, unless Franchisor prescribes a different time period for use or requires Franchisee to discontinue using the previously-approved materials in writing. Franchisor may revoke its approval of any previously-approved advertising materials upon notice to Franchisee. Franchisor reserves the right to require Franchisee to include certain language on all advertising to be used locally by Franchisee, including, but not limited to, the phrase "Franchises Available" and references to Franchisor's telephone number and/or website.

C. **Pre-Opening Project Management Support Fee**. Upon execution of this Agreement, Franchisee must pay Franchisor a Pre-Opening Project Management Support Fee of Five Thousand Dollars ($5,000), which funds shall be expended on local advertisement and promotion of the grand opening of the Franchised Business, in accordance with a marketing plan that Franchisor approves prior to or around the time of opening. Prior to their use, all grand opening marketing materials must be approved by Franchisor. Franchisor will have the right to approve and/or designate the type of expenditures that are made as part of Franchisee's pre-opening and grand opening marketing.

D. **Local Advertising Requirement; Digital Marketing and Advertising Management Fee.** Franchisee shall comply with the following requirements in regard to digital and local advertising:

1. Commencing in the fourth (4^{th}) month following Franchisee's opening of the Franchised Business, Franchisee must expend a specified minimum amount each month on advertising and promoting the Franchised Business within the Territory in accordance with an advertising/marketing plan that Franchisor approves (the "Local Advertising Requirement"). The required minimum Local Advertising Requirement expenditures are calculated as follows: (a) for months 4-12 of operation: the greater of (i) 11% of Net Revenue, or (ii) $6,500 per month; (b) for months 13-24 of operation: the greater of (i) 7% of Net Revenue, or (ii) $5,000 per month; and (c) for months 25 through the duration of the Term of this Agreement: the greater of (i) 4% of Net Revenue, or (ii) $3,500 per month. Franchisor reserves the right to require that the Local Advertising Requirement be paid directly to Franchisor or its affiliate for expenditure on local advertising on Franchisee's behalf.

2. Commencing not later than one (1) month prior to the opening of the Franchised Business, Franchisee shall pay to Franchisor (or its designated affiliate) One Thousand Dollars ($1,000) per month (collectively, the "Digital Marketing and Advertising Management Fee") for Franchisor's or its affiliate's management of Franchisee's digital and local marketing initiatives.

3. Franchisor may require Franchisee to prepare an initial comprehensive local advertising plan and program prior to opening the Franchise Business that details

Franchisee's budget and anticipated expenditures for the Local Advertising Requirement for the Franchised Business's first year of operations, which must be approved by Franchisor prior to opening. Franchisor may further require that Franchisee submit an annual advertising plan or program for each subsequent year of the Franchised Business's operation on or before the beginning of the Franchised Business's fiscal year that must be approved by Franchisor prior to implementation. Franchisor may from time to time provide to Franchisee, at Franchisee's expense, such approved advertising and promotional plans and materials as Franchisor deems advisable. Franchisor may, as it deems necessary in its sole discretion, provide general guidelines for conducting local advertising so as to better assist Franchisee. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on digital and local advertising for the preceding month.

4. Franchisee must ensure that: (i) the Franchised Business has a dedicated phone line for use in connection with the Franchised Business only; and (ii) the Franchised Business is listed in the appropriate Internet-based directories and any other directories that Franchisor designates.

5. Franchisee may not advertise and promote the Franchised Business outside of the Territory, unless Franchisor provides its prior consent in writing.

E. **Brand Development Fund Contribution**. Franchisor has established a Fund for certain marketing and technology associated with the System, into which Franchisee is required to contribute the greater of (i) one percent (1%) of the Net Revenue of the Franchised Business from the preceding reporting period, or (ii) the applicable Minimum Fund Contribution as set forth in Section 4(A)(4) (the "Fund Contribution"). Franchisor may modify these Fund contribution requirements upon thirty (30) days written notice to Franchisee. The Fund will be maintained and administered by Franchisor or Franchisor's designee as follows:

1. Franchisor will use the Fund and all contributions to it and any earnings therefrom exclusively for preparing, directing, conducting, placing, and administering advertising, marketing, public relations, and/or promotional programs and materials, and any other activities, that Franchisor believes would enhance the image of the System, Proprietary Marks, and Approved Products or Approved Services.

2. Franchisor is not obligated to spend monies from the Fund in any particular franchisee's market in proportion to the payments to the Fund made by the franchisee in that market. Franchisor does not represent that it will spend any particular amount of advertising funds locally, regionally, or nationally.

3. The Fund may be used to meet any and all costs of maintaining, administering, directing, and preparing advertising, as well as other costs related to brand development. This includes, among other things, direct mail advertising, marketing surveys and other public relations activities, developing and maintaining the Franchisor's Website, employing advertising and public relations agencies, purchasing promotional items, and providing other marketing materials and services to the Franchised Businesses operating under the System. These costs may include the proportionate salary share of Franchisor's employees that devote

time and render services for advertising and promotion or the administration of the Fund, including administrative costs, salaries, and overhead expenses related to administering the Fund and its programs. No part of the Fund shall be used by Franchisor to defray any of its general operating expenses, other than those reasonably allocable to the advertising described in this Section or other activities reasonably related to the administration or direction of the Fund.

4. Franchisor shall administratively segregate all contributions to the Fund on its books and records. All such payments to the Fund may be deposited in Franchisor's general operating account, may be commingled with Franchisor's general operating funds, and may be deemed an asset of Franchisor, subject to Franchisor's obligation to expend the monies in the Fund in accordance with the terms hereof. Franchisor may, in its sole discretion, elect to accumulate monies in the Fund for such periods of time, as it deems necessary or appropriate, with no obligation to expend all monies received in any fiscal year during that fiscal year. In the event Franchisor's expenditures for the Fund in any fiscal year shall exceed the total amount contributed to the Fund during such fiscal year, Franchisor shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Fund or to use such excess as a credit against its future contributions. The parties do not intend that the Fund be deemed a trust.

5. Franchisor will, on an annual basis, account for the operation of the Fund and prepare an unaudited financial statement evidencing such accounting that will be available to Franchisee, upon Franchisee's written request, one hundred twenty (120) days after the Franchisor's fiscal year end.

6. Franchisor may dissolve, suspend, modify and/or reinstate the Fund at any time after it is established.

F. **Advertising Council**. Franchisor may establish, if and when it deems appropriate in its sole discretion, a council to provide advice and guidance regarding the administration of the Fund and various other advertising/marketing matters (an "Advertising Council"). If Franchisor establishes an Advertising Counsel, it may serve in only an advisory capacity and may consist of franchisees, personnel from Franchisor's affiliate-owned businesses, or other management/employees that Franchisor designates. If an Advertising Council is established, the membership of such Advertising Council, along with the policies and procedures by which it operates, will be determined by Franchisor. The recommendations of the Advertising Council shall not be binding on Franchisor.

G. **Website**. Franchisor may establish an interior page on its corporate website to display the contact information associated with the Franchised Business for so long as (i) the Franchised Business is open and actively operating, and (ii) Franchisee is not in default of this Agreement. If Franchisor creates and includes any information about Franchisee on a website, then Franchisor may require Franchisee to prepare all or a portion of the page, at Franchisee's expense, using a template that Franchisor provides. Franchisee may not establish any separate website or other Internet presence in connection with the Franchised Business, System or Proprietary Marks without Franchisor's prior written consent. If approved to establish a separate website, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such website. Franchisee specifically acknowledges and agrees that any website owned or maintained by or for the benefit of Franchisee shall be deemed "advertising"

under this Agreement and will be subject to (among other things) Franchisor's approval as described in this Section 9. Franchisee may not promote or otherwise list its Franchised Business, or the Proprietary Marks or System, on any social media or networking site, without Franchisor's prior written consent. Franchisor shall have the right to modify the provisions of this Section relating to Franchisee's use of separate websites and social media, as Franchisor determines necessary or appropriate. Franchisee must follow Franchisor's social media policies and directives as set forth in the Manuals.

H. **Cooperatives**. Franchisor may establish regional advertising cooperatives that are comprised of multiple Franchised Business owners located within a geographical region that Franchisor designates (each, a "Cooperative"). If Franchisor establishes a Cooperative and designates Franchisee as a member thereof, Franchisee may be required to contribute to the Cooperative in a weekly or monthly specified amount. All amounts paid to a Cooperative will be credited towards Franchisee's Local Advertising Requirement and will not exceed the Local Advertising Requirement unless approved by a majority of franchisees in the Cooperative. Franchisor may specify the governing rules, terms and operating procedures of any Cooperative.

10. ACCOUNTING AND RECORDS

A. **Maintenance of Records**. Franchisee must, in a manner satisfactory to Franchisor and in accordance with generally accepted accounting principles, maintain original, full, and complete register tapes, computer files, back-up files, other records, accounts, books, data, licenses, contracts, and product vendor invoices which shall accurately reflect all particulars relating to the Franchised Business, as well as other statistical and financial information and records Franchisor may require. All of this information must be kept for the duration of this Agreement and for a period of at least five (5) years thereafter. Upon Franchisor's request, Franchisee must furnish Franchisor with copies of any or all product or equipment supply invoices reflecting purchases by or on behalf of the Franchised Business. In addition, Franchisee shall compile and provide to Franchisor any statistical or financial information regarding the operation of the Franchised Business, the products and services sold by it, or data of a similar nature, including without limitation, any financial data that Franchisor believes that it needs to compile or disclose in connection with the sale of franchises or that Franchisor may elect to disclose in connection with the sale of franchises. All data provided to the Franchisor under this Section 10 shall belong to Franchisor and may be used and published by Franchisor in connection with the System (including in Franchisor's disclosure documents).

B. **Examination and Audit of Records**. Franchisor and its designated agents shall have the right to examine and audit Franchisee's records, accounts, books, computer files and data, including the any proprietary software used in connection with the System, at all reasonable times to ensure that Franchisee is complying with the terms of this Agreement. If such audit discloses that Franchisee has underreported the Net Revenue of the Franchised Business (or any amount due to Franchisor) by two percent (2%) or more in any given reporting period, then Franchisee must: (i) reimburse Franchisor any costs/expenses incurred in connection with conducting the inspection and audit; and (ii) immediately pay any amount due and owing Franchisor as a result of Franchisee's underreporting, along with any accrued interest on said amounts.

C. **Computer System for Records**. Franchisee shall record all transactions of the Franchised Business on a Computer System designated or approved by Franchisor. Franchisor will,

at all times and without notice to Franchisee, have the right to independently and remotely access and view Franchisee's Computer System as described in Section 4(C) of this Agreement.

D. **Computer System Files and Passwords**. Franchisee shall not install or load any computer software on the hard disks of the Computer System used in connection with the Franchised Business without Franchisor's prior written consent. All computer and file passwords associated with the Computer System must be supplied as a list to Franchisor by Franchisee, along with any modifications or changes to that list. The passwords to access the Computer System used by the Franchised Business, as well as all computer files and records related to the Franchised Business, are the exclusive property of Franchisor and Franchisee must provide Franchisor with these files and information upon the termination or expiration of this Agreement. Consistent with the other provisions of this Agreement, Franchisee agrees and acknowledges that Franchisor may have automatic access to Franchisee's specific passwords/keys/logins through the Computer System components and related software that Franchisor requires Franchisee to use in connection with the Franchised Business.

E. **Current Contracts, Listings and Projects**. At any time and upon request of Franchisor, Franchisee shall provide Franchisor with a copy or summary listing, at Franchisor's discretion, of all current contracts, listings, agreements, and projects related to Clients and/or properties that Franchisee is involved in or working with.

F. **Tax Returns**. Upon Franchisor's request, Franchisee shall furnish the Franchisor with a copy of each of its reports, returns of sales, use and gross receipt taxes, and complete copies of any state or federal income tax returns covering the operation of the Franchised Business, all of which Franchisee shall certify as true and correct.

G. **Change to Ownership of Franchisee**. In addition to the foregoing statements, Franchisee must provide Franchisor with written reports regarding any authorized change to: (i) the listing of all owners and other holders of any type of interest (legal or beneficial) in Franchisee or the Franchised Business; and (ii) Franchisee's partners, officers, directors, as well as any of the Designated Manager(s) that manage the day-to-day operations of the Franchised Business. Franchisee will notify Franchisor in writing within ten (10) days after any such change, unless Franchisor is required to first notify Franchisor and obtain its approval prior to making any such change in accordance with Section 13 below.

11. INSURANCE

A. **Required Insurance**. Franchisee shall, at its own expense and prior to commencing operations, procure and maintain in full force and effect throughout the term of this Agreement the types of insurance enumerated in the Manuals or otherwise by Franchisor in writing. This insurance shall be in such amounts, coverages, and limits Franchisor designates from time to time. Franchisee shall also be required to obtain any insurance that may be required by applicable law. Franchisor may supplement, update and/or otherwise modify the insurance requirements upon written notice via the Manuals or otherwise.

Franchisee must buy insurance only from carriers rated A or better by A.M. Best, unless Franchisor designates specific carriers from which Franchisee must purchase coverage (in which case Franchisee may only purchase from the designated carrier(s)). Franchisor may periodically modify the amounts of coverage required under these insurance policies and/or

require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies Franchisee purchases must name Franchisor and any other party that Franchisor designates as additional insureds and provide for thirty (30) days' prior written notice to Franchisor of a policy's material modification or cancellation. The cost of Franchisee's premiums will depend on the insurance carrier's charges, terms of payment, and Franchisee's insurance and payment histories. Franchisee shall promptly deliver certificates of all required insurance to Franchisor, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days' prior written notice to Franchisor. The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Agreement.

B. **Failure to Procure and Maintain Insurance**. If Franchisee fails for any reason to procure and maintain the required insurance coverage, Franchisor has the right and authority (without having any obligation to do so) to immediately procure such insurance coverage, in which case Franchisee must: (i) reimburse Franchisor for the costs incurred to obtain the required insurance (including any premium amounts paid); and (ii) pay Franchisor its then-current administrative fee, as may be reasonably charged by Franchisor as consideration for securing the required insurance on Franchisee's behalf.

12. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. **No Fiduciary Relationship**. In all dealings with third parties, including without limitation, employees, suppliers, and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties hereto either to create a fiduciary relationship between them or to constitute the Franchisee an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of Franchisor for any purpose whatsoever.

B. **Independent Contractor Relationship**. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation or to create any obligation on behalf of Franchisor.

C. **Indemnification**.

1. Franchisee, as a material part of the consideration to be rendered to Franchisor, agrees to indemnify, defend and hold Franchisor, as well as Franchisor's directors, officers, principals/owners, managers, shareholders, affiliates (including any affiliate supplier), subsidiaries, employees, servants, agents, successors and assignees (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees (collectively, the "Claims") that arise out of or are otherwise related to Franchisee's (a) breach or attempted breach of, or misrepresentation under, this Agreement, and/or (b) ownership, construction, development, management, or operation of the Franchised Business in any manner. Notwithstanding the foregoing, at Franchisor's option, Franchisor may choose to engage counsel and defend against any such Claim and may require immediate reimbursement from

the Franchisee of all expenses and fees incurred in connection with such defense. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

2. Franchisee will be solely responsible for storing and preparing Required Items and/or Approved Products for use in connection with providing the Approved Services once those products are delivered to Franchisee. Franchisor will not be responsible or liable in connection with any claims involving how such items or products are prepared and/or used by Franchisee once they are delivered to Franchisee. Franchisee must indemnify and hold Franchisor (and/or its designated supplier) harmless in connection with any third-party claims or damages arising out of or related to claims involving how such products are prepared and/or used by Franchisee once they are delivered to Franchisee.

13. TRANSFER AND ASSIGNMENT

A. **No Transfer by Franchisee Without Franchisor's Approval**. Franchisee's rights under this Agreement are personal, and Franchisee shall not sell, transfer, assign or encumber Franchisee's interest in this Agreement or the Franchised Business (or undertake any of the actions identified in Section 13(C) of this Agreement) without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

B. **Death or Disability**.

1. In the event of Franchisee's death, disability or incapacitation (or the death, disability or incapacitation of Franchisee's principals/owners/guarantors), Franchisee's legal representative, or Franchisee's partner's or guarantor's respective legal representative, as applicable, will have the right to continue the operation of the Franchised Business as "Franchisee" under this Agreement if: (i) within ninety (90) days from the date of death, disability or incapacity (the "90 Day Period"), such person has obtained Franchisor's prior written approval and has executed Franchisor's then-current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company Franchisee's obligations to Franchisor and Franchisor's affiliates; and (ii) such person successfully completes Franchisor's training program (which Franchisor will provide at Franchisor's then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to Franchisor.

2. Franchisor is under no obligation to operate the Franchised Business or incur any obligation on behalf of any incapacitated franchisee, during or after the 90 Day Period. If necessary, Franchisee (or Franchisee's legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Franchised Business during the 90 Day Period. In the event of Franchisee's death, disability, absence or otherwise, Franchisor may (but is not required to) operate the Franchised Business on Franchisee's behalf and at Franchisee's expense for such period of time (and under such terms and conditions) as Franchisor determines, including paying out the assets and/or revenues of the

Franchised Business to cover any or all past, current and/or future obligations of the Franchised Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines in Franchisor's sole discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor's management services and other costs. Franchisor may obtain approval of a court or arbitrator for any such arrangements, the attorney's fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Franchised Business. Franchisee (and/or Franchisee's estate) will indemnify Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Franchised Business.

3. Franchisor will not collect any transfer fee if there is a transfer under this Section 13(B) to an immediate family member of Franchisee that Franchisor approves pursuant to Section 13(E).

C. **Ownership.** In addition to those acts described in Section 13(A), a transfer or assignment requiring Franchisor's prior written consent shall be deemed to occur: (i) if Franchisee is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Franchisee's ownership shares/stock or any increase in the number of outstanding shares/stock of Franchisee's ownership/membership units that results in a change of ownership; (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Franchisee is a limited liability company, upon the assignment, sale, pledge or transfer of any interest in the limited liability company. Any new partner, shareholder, or member or manager owning having an ownership interest in the surviving entity after the proposed transfer will be required to personally guarantee Franchisee's obligations under this Agreement. A transfer pursuant to this Section shall not be subject to Franchisor's right of first refusal as set forth in Section 13(D) so long as there is no change in control (ownership or otherwise) with respect to Franchisee.

D. **Right of First Refusal.** If (a) Franchisee proposes to transfer any of its interest in this Agreement or the Franchised Business or any interest in its lease for the Premises, or (b) Franchisee's owners propose to transfer any interest in Franchisee if Franchisee is an entity (other than a corporation or limited liability company as set forth in Section 13(C) hereof or in the event of Franchisee's death/disability as set forth in Section 13(B)), then Franchisee shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 13(E) of this Agreement. Franchisee shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section. Any material change in the terms of the offer will be deemed a new proposal subject to Franchisor's right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal.

E. **Conditions for Approval.** Franchisor may condition Franchisor's approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or any other acts of transfer described in Section 13(C) upon satisfaction of the following occurrences:

1. All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated/approved suppliers and vendors, are satisfied;

2. Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee or Franchisee's affiliates and Franchisor, Franchisor's affiliates, Franchisor's designated/approved suppliers and vendors, within the period permitted for cure and have substantially complied with such agreements during their respective terms;

3. Franchisee and Franchisee's principals (if Franchisee is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and officers, directors, shareholders and employees, in their corporate and individual capacities;

4. Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to faithfully perform all of Franchisee's obligations under this Agreement;

5. The transferee shall demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business or chain which is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee of ours;

6. The transferee shall execute Franchisor's then-current franchise agreement (which may contain materially different terms than this Agreement) for the remaining balance of Franchisee's term under this Agreement, with transferee's term commencing on the date the transferee executes the then-current franchise agreement;

7. Franchisee or transferee shall pay Franchisor a transfer fee equal to Five Thousand Dollars ($5,000), except as otherwise provided in this Section 13.

8. The transferee shall satisfactorily complete Franchisor's Initial Training Program within the time frame Franchisor sets forth without paying an additional tuition fee, but the transferee will be responsible for all costs and expenses associated with attending the Initial Training Program;

9. Franchisee (and Franchisee's principals/guarantors if Franchisee is a partnership, corporation or limited liability company) must comply with the post-termination provisions of this Agreement;

10. The transferee must demonstrate that is has obtained or maintained, within the time limits set by Franchisor, all permits and licenses required for the continued operation of the Franchised Business;

11. To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer; and

12. The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises.

Franchisor will not unreasonably withhold its consent to a proposed transfer or assignment requested by Franchisee, provided the foregoing conditions are met. Franchisor's approval of a transfer shall not operate as a release of any liability of the transferring party nor shall such approval constitute a waiver of any claims Franchisor may have against the transferring party. Furthermore, Franchisor agrees that Franchisee will not be required to pay any transfer fee in the event: (i) Franchisee wishes to transfer its rights under the Franchise Agreement to a newly-established legal business entity that is wholly owned by Franchisee and established solely for purposes of operating the Franchised Business under the Franchise Agreement; or (ii) Franchisee is required to encumber certain assets of the Franchised Business (or subordinate Franchisor's security interest thereto) in order to receive SBA or other traditional bank financing, provided Franchisor otherwise approves of the transfer.

F. **Transfer from an Individual Franchisee to Business Entity**. If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the transfer fee set forth in Section 13(E), and such assignment will not be subject to Franchisor's right of first refusal in Section 13(D): (i) the corporation or limited liability company is newly organized and its activities are confined to operating the Franchised Business; (ii) the entity at issue is wholly owned by Franchisee (and no other party); (iii) the corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder; and (iv) all stockholders of the corporation, or members and managers of the limited liability company, and their respective spouses, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and execute the Personal Guaranty attached to this Agreement as Exhibit B.

G. **Franchisor's Right to Transfer**. Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

14. COVENANTS

Franchisee acknowledges that, as a participant in Franchisor's System, Franchisee will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and

techniques that Franchisor has developed. As such, Franchisee agrees to the covenants in this Section to protect Franchisor, the System, the Proprietary Marks and Franchisor's other franchisees.

A. **During the Term of this Agreement.** During the term of this Agreement, neither Franchisee, its principals, owners, guarantors or Designated Manager, nor any immediate family of Franchisee, its principals, owners, guarantors or Designated Manager, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money or extend credit to, lease/sublease space to, or have any interest in or involvement with, any other business that (a) offers, sells or provides the sale and/or installation of any shading products or other related products or services that are offered or provided by the Franchised Business and/or other System franchisees (each, a "Competing Business"), or (b) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business. For purposes of this Agreement, a Competing Business does not include: (i) any business operated under a Franchise Agreement with Franchisor; or (ii) any business operated by a publicly-traded entity in which the applicable person or entity owns less than two percent (2%) legal or beneficial interest;

2. Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

3. Divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

B. **After the Term of this Agreement.**

1. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.

2. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

a. Own, maintain, engage in, be employed as an officer, director, manager or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with any other Competing Business:
   i. within the Territory;
   ii. within a twenty-five (25) mile radius of the Territory;
   iii. within a twenty-five (25) mile radius of the Territory of any other System franchisee; or

b. Solicit business from Clients or prospective Clients of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose, nor solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee to discontinue employment.

C. **Intent and Enforcement**. It is the parties' intent that the provisions of this Section 14 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 14 by Franchisee, any of Franchisee's principals, or any member of the immediate family of Franchisee or Franchisee's principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee acknowledges that the covenants contained herein are necessary to protect the goodwill of the Franchised Business, other System franchisees, and the System. Franchisee further acknowledges that covenants contained in this Section 14 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Franchisee agrees that in the event of the actual or threatened breach of this Section 14, Franchisor's harm will be irreparable, and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees on Franchisee's own behalf and on behalf of the persons who are liable under this Section 14 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 14 in no way prevent any such person from earning a living. Franchisee further acknowledges and agrees that the time limitation on the restrictive covenants set forth in Section 14(B) shall be tolled during any default under this Section 14.

D. **Confidentiality and Restrictive Covenant Agreement**. Franchisee must ensure that all management personnel of the Franchised Business, as well as any officers and directors of Franchisee, execute Franchisor's then-current form of Confidentiality and Restrictive Covenant Agreement (which will be in substantially the same form as Exhibit D to this Agreement). Franchisee must furnish Franchisor a copy of each executed agreement.

E. **No Defense**. Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 14. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 14.

15. DEFAULT AND TERMINATION

Franchisor may terminate this Agreement as described in this Section, and Franchisee agrees and acknowledges that the defaults, or failure to cure such defaults within the appropriate time period

prescribed below (if any), shall constitute "good cause" and "reasonable cause" for termination under any state franchise laws or regulations that might apply to the operation of the Franchised Business.

A. **Automatic Termination**. This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

1. The Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, unless otherwise prohibited by law;

2. A petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee and not dismissed within thirty (30) days;

3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian in connection with the Franchisee or Franchised Business (or assets of the Franchised Business) is filed and consented to by Franchisee;

4. A receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed;

5. A final judgment in excess of Ten Thousand Dollars ($10,000) against Franchisee remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction), except that Franchisor may provide Franchisee with additional time to satisfy the judgment if Franchisee demonstrates that it is using commercially reasonable efforts to resolve the issues related to the judgment; or

6. Franchisee attempts to sell, transfer, encumber or otherwise dispose of any interest in Franchisee, this Agreement or the Franchised Business in violation of Section 13 hereof.

B. **Termination upon Notice**. Franchisor has the right to terminate this Agreement upon written notice to Franchisee without providing Franchisee any opportunity to cure with respect to any of the following breaches or defaults:

1. If Franchisee or Franchisee's owners/principals commit any fraud or misrepresentation in the establishment or operation of the Franchised Business, including without limitation, any misrepresentation made in Franchisee's franchise application;

2. If Franchisee and any other required attendees fail to attend and complete the Initial Training Program;

3. If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations set forth in Section 15(C) of this Agreement during any twelve (12) month period, whether or not these breaches were timely cured;

4. If Franchisee or Franchisee's owners/principals violate the in-term covenant not to compete or any of the other restrictive covenants set forth in Section 14 of this Agreement;

5. If Franchisee misuses the Proprietary Marks or Confidential Information in any manner, or otherwise violates any provision of this Agreement related to the use of the Proprietary Marks, Confidential Information and any other confidential materials provided by Franchisor (including those provisions related to non-disclosure of the Manuals and other confidential materials that Franchisor loans to Franchisee);

6. If Franchisee misuses the any proprietary software that Franchisor designates for use in connection with the Franchised Business in a competitive or other manner that constitutes misappropriation of said intellectual property or license;

7. If Franchisee or any of Franchisee's principals or affiliates default on any other agreement with Franchisor or any affiliate or Approved Supplier of Franchisor, and such default is not cured within the prescribed time period set forth in that other agreement;

8. If Franchisee loses its right to possess and control the Approved Location to operate the Franchised Business at any time during the term of this Agreement (except in cases of *force majeure* and cases where Franchisor has previously approved Franchisee's relocation request and Franchisee timely relocates);

9. If Franchisee fails to open and commence operations of the Franchised Business within the time period prescribed in Section 6(B) of this Agreement;

10. If Franchisee fails to cure any of the following violations under this Agreement within ten (10) days of being notified by Franchisor: (i) failure to offer only those Approved Products and/or Approved Services that Franchisor authorizes at the Franchised Business; (ii) any purchase of any non-approved item or service for use in connection with the Franchised Business; or (iii) failure to purchase any Required Item that Franchisor designates as necessary for the establishment or operation of the Franchised Business from the appropriate Approved Supplier(s) that Franchisor designates;

11. If Franchisee voluntarily or otherwise abandons the Franchised Business. For purposes of this Agreement, the term "abandon" means: (i) failure to actively operate the Franchised Business for more than two (2) business days without Franchisor's prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Franchised Business in accordance with this Agreement or the Manuals;

12. If Franchisee fails to provide Franchisor with access, or otherwise blocks Franchisor's access, to Franchisee's Computer System or Franchised Business as required under this Agreement, and fails to remedy this default within forty-eight (48) hours of being notified by Franchisor;

13. If Franchisee fails to pay Franchisor, its affiliates, any of its Approved Suppliers or any amount that is due and owing that party within ten (10) days of the date that Franchisor (or other party owed the money) notifies Franchisee of the outstanding amount that is due and owed;

14. If Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchised Business;

15. If Franchisee fails, for a period of ten (10) days after notification of non-compliance, to obtain any other licenses, certificates, permits or approvals necessary to operate the Franchised Business at the Premises;

16. If Franchisee, any person controlling, controlled by, or under common control with the Franchisee, any principal officer or employee of Franchisee, or any person owning an interest in Franchise is convicted of a felony or any other crime or offense (even if not a crime) or engages in other conduct that is reasonably likely in the reasonable opinion of Franchisor to adversely affect the System, any System unit, the Proprietary Marks, or the goodwill associated therewith;

17. If Franchisee takes for Franchisee's own personal use any assets or property of the Franchised Business, including inventory, employee taxes, FICA, insurance or benefits;

18. If there are insufficient funds in Franchisee's EFT Account to cover a check or EFT payment due to Franchisor or its affiliates under this Agreement three (3) or more times within any twelve (12) month period;

19. If Franchisee operates the business in a manner that presents a health or safety hazard to its employees or customers or commits repeated violations of any health, zoning, sanitation, or other regulatory law, standard, or practice; or

20. If Franchisee, on three (3) or more occasions, fails to comply with the standards and specifications set forth in the Manuals during any eighteen (18) month period, whether or not these failures were timely cured.

C. **Termination upon Notice and 30 Days' Cure**. Except for those defaults set forth in Sections 15(A)-(B) of this Agreement, Franchisor may terminate this Agreement upon notice to Franchisee in the event Franchisee: (i) breaches or violates any covenant, obligation, term, condition, warranty, or certification under this Agreement, including Franchisee's failure to comply with any of Franchisor's System standards and specifications as set forth in the Manuals; and (ii) fails to cure such breach or violation within thirty (30) days of the date Franchisee is provided with notice thereof by Franchisor.

D. **Liquidated Damages**. Upon termination of the Franchise Agreement (i) by Franchisor due to Franchisee's material default of this Franchise Agreement or (ii) following Franchisee's purported termination without cause, Franchisee agrees to pay to Franchisor within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees due and owing to Franchisor for the period preceding the effective date of the termination multiplied by (a) 24, or (n) the number of months remaining in the Term of this Agreement had it not been terminated, whichever is less.

16. POST-TERM OBLIGATIONS

Upon the expiration or termination of this Agreement, Franchisee shall immediately:

A. **Cease Ownership and Operation of Franchised Business; Cease Affiliation with Franchisor and Brand Generally**. Cease to be a franchise owner of the Franchised Business under this Agreement and cease to operate the former Franchised Business under the System. If this Agreement is terminated for cause by Franchisor, then Franchisee shall not thereafter directly or indirectly represent to the public that the former Franchised Business is or was operated or in any way connected with the System or hold itself out as a present or former franchise owner of a Franchised Business (unless Franchisor agrees otherwise in writing).

B. **Return Manuals and Confidential Information**.

1. Return to Franchisor the Manuals and all trade secrets, Confidential Information (including all Client lists and Approved Services agreements) and other confidential materials, equipment, software and property owned by Franchisor and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided, however, that Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law; and

2. Pay any outstanding amounts due to Franchisor, its affiliates, or any Approved Supplier within thirty (30) days of the date this Agreement is terminated or expires.

C. **Assignment of Approved Services Contracts, Telephone Numbers, Domain Names and/or Social Media/Network Handles.** Take such action that Franchisor designates to: (i) provide and assign to Franchisor the then-current and up-to-date (a) Client and property lists, and (b) any contracts and other agreements between Clients and the former Franchised Business; and (ii) transfer, disconnect, forward, or assign all telephone numbers, domain names, social media accounts and/or handles used in connection with the Franchised Business, as well as any telephone directory listings, advertisements, and all trade and similar name registrations and business licenses, to Franchisor or its designee and cancel any interest which Franchisee may have in the same (as Franchisor directs in its sole discretion). Franchisee agrees to execute all documents necessary to comply with the obligations of this Section, including the form of Conditional Assignment of Telephone Numbers and Domain Names attached to this Agreement as Exhibit E.

D. **Cease Using Proprietary Marks**. Cease to use in advertising or in any manner whatsoever any methods, procedures, or techniques associated with the System in which Franchisor has a proprietary right, title, or interest, and cease to use the Proprietary Marks and any other marks and indicia of operation associated with the System. Franchisee must also immediately remove all Proprietary Marks, trade dress, and any other identifying characteristics or color schemes associated with the System from the Approved Location and from the Approved Vehicles (and provide documentation thereof to Franchisor as set forth in Section 16(G) below). Upon Franchisor's request, Franchisee must provide all materials bearing the Proprietary Marks to Franchisor upon expiration or termination of this Agreement for any reason, without cost to Franchisor.

E. **Compliance with Post-Term Covenants**. Comply with the post-term covenants not to compete and other restrictive covenants set forth in Section 14 of this Agreement.

F. **Payment of Amounts Due**. Pay Franchisor, its affiliates, as well as each of Franchisor's Approved Suppliers, any and all amounts owed under this Agreement or otherwise in connection with the former Franchised Business.

G. **Written Evidence of Compliance**. Provide Franchisor with written evidence that Franchisee has complied with the post-term obligations set forth herein, within thirty (30) days' notice of termination or scheduled expiration of the franchise.

H. **Purchase of Assets**. Franchisor shall have the option, but not the obligation, within thirty (30) days after the date of termination or expiration and non-renewal of this Agreement to purchase any and all of Franchisee's operating assets from the Franchised Business at a purchase price equal to net depreciated book value, including all unused inventory. If Franchisor elects this option, Franchisor will deliver written notice to Franchisee. Franchisor will have the right to inspect equipment and inventory at any time during this thirty (30) day period. If Franchisor elects to purchase equipment and inventory as part of the asset purchase, Franchisor will be entitled to, and Franchisee must provide, all customary warranties and representations as to compliance with law, the maintenance, function, and condition of the equipment and Franchisee's good title to the equipment (including, but not limited to, that Franchisee owns the equipment free and clear of any liens and encumbrances).

I. **Disconnection of Telephone Number on Termination/Renewal**. Franchisee acknowledges that there will be substantial confusion among the public if, after the termination or expiration and non-renewal of this Agreement, Franchisee continues to use advertisements and/or the telephone number listed in the telephone directory under the name ZINGA'S or any name similar to it. Thus, effective upon the termination or expiration and non-renewal of this Agreement, Franchisee agrees, if necessary, to direct the telephone company servicing Franchisee, per Franchisor's request, to disconnect the telephone number used in connection with the Franchised Business or transfer such number to Franchisor or to any person or location of Franchisor's choosing. If Franchisee fails to take these steps, Franchisee shall be deemed to have hereby irrevocably appointed Franchisor as Franchisee's attorney-in-fact for purposes of directing and accomplishing such transfer. Franchisee understands and agrees that, notwithstanding any billing arrangements with any telephone company or yellow pages directory company, Franchisor will be deemed for purposes hereof to be the subscriber of such telephone numbers, with full authority to instruct the applicable telephone or yellow pages directory company as to the use and disposition of telephone listings and numbers. Franchisee hereby agrees to release, indemnify, and hold such companies harmless from any damages or loss as a result of following Franchisor's instructions.

17. TAXES AND INDEBTEDNESS

A. **Taxes**. Franchisee must promptly pay when due any and all federal, state, and local taxes, including without limitation, unemployment, workers' compensation, lodging, and sales taxes which are levied or assessed with respect to any services or products furnished, used, or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business.

B. **Debts and Obligations**. Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchised Business.

18. WRITTEN APPROVALS; WAIVERS; FORMS OF AGREEMENT; AMENDMENT

A. **Franchisor's Approval**. Whenever this Agreement requires or Franchisee desires to obtain Franchisor's approval, Franchisee shall make a timely written request. Unless a different period is specified in this Agreement, Franchisor shall respond with its approval or disapproval within fifteen (15) days of receipt of such request. If Franchisor has not specifically approved a request within such fifteen (15) day period, such failure to respond shall be deemed as a disapproval of any such request.

B. **No Waiver**. No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. No waiver or approval by Franchisor of any particular breach or default by Franchisee; no delay, forbearance, or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder; and no acceptance by Franchisor of any payments due hereunder shall be considered a waiver or approval by Franchisor of any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Agreement.

C. **Terms of Other Franchise Agreements**. No warranty or representation is made by the Franchisor that all System franchise agreements heretofore or hereafter issued by Franchisor in connection with a Franchised Business do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, in its reasonable business judgment due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other System franchise owners in a non-uniform manner.

D. **Modification of System and Manuals**. Except as provided in Section 22 and Franchisor's right to unilaterally modify the System and Manuals, no amendment, change, or variance from this Agreement shall be binding upon either Franchisor or Franchisee unless set forth in writing and signed by both parties.

E. **No Disclaimers of Franchise Disclosure Document**. Nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor has made in the franchise disclosure document.

19. ENFORCEMENT

A. **No Withholding of Payments**. Franchisee agrees and acknowledges that it may not withhold payments or amounts of any kind due to Franchisor on the premise of alleged nonperformance by Franchisor of any of its obligations hereunder.

B. **Costs and Attorneys' Fees**. If Franchisee is in breach or default of any monetary or non-monetary obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must reimburse Franchisor for all costs/expenses incurred in connection with enforcing its rights under this Agreement including all reasonable attorneys' fees, court costs and litigation expenses. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action

is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

C. **Personal Guaranty.** If Franchisee is a corporation, or subsequent to execution hereof, Franchisee assigns this Agreement to a corporation, all shareholders and their spouses (or if Franchisee is a partnership, or subsequent to execution hereof, Franchisee assigns this Agreement to a partnership, all partners and their spouses, or if Franchisee is a limited liability company, or subsequent to execution hereof Franchisee assigns this Agreement to a limited liability company, all members and managers and their spouses) hereby personally and unconditionally guarantee without notice, demand or presentment, the payment of all of Franchisee's monetary obligations under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, as if each were an original party to this or any other agreement in his or her individual capacity. All such personal guarantors further agree to be bound by the restrictions upon Franchisee's activities upon transfer, termination or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such personal guarantors and their spouses must execute a continuing personal guaranty in the form attached hereto as Exhibit B, and if Franchisee is an individual, Franchisee's spouse must execute a continuing personal guaranty in the form attached hereto as Exhibit B.

20. NOTICES

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices must be provided to each party at the respective addresses set forth below:

To Franchisor:
Zinga's Franchising, Inc.
Attn: George Huizinga
1990 Main Street, Suite 750-#1520
Sarasota, FL 34236

With a copy to:
Fisher Zucker, LLC
Attn: Lane Fisher, Esq.
21 S. 21st Street
Philadelphia, PA 19103

To Franchisee:
_____

_____

_____

Any notice complying with the provisions hereof will be deemed delivered at the earlier of: (i) three (3) days after mailing; or (ii) the actual date of delivery or receipt (as evidenced by the courier). Each party shall have the right to designate any other address for such notices by providing the other party(ies) with written notice thereof at the addresses above, and in such event, all notices to be mailed after receipt of such notice shall be sent to such other address. Franchisor may also provide notice to Franchisee via email, and such notice shall be valid only where Franchisee replies with an email confirming receipt.

21. GOVERNING LAW AND DISPUTE RESOLUTION

A. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to this state's conflict of laws principles, except for any actions or disputes involving any franchise or business opportunity law that must be governed by the law of the state where the Franchised Business is located.

B. **Internal Dispute Resolution**. The parties have reached this Agreement in good faith and with the belief that it is advantageous to each of them. In recognition of the strain on time, unnecessary expense and wasted resources potentially associated with litigation and/or arbitration, and in the spirit of cooperation, the parties pledge to try to resolve any dispute amicably, without litigation or arbitration. Accordingly, Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's President and/or Chief Executive Officer, after providing notice as set forth in Section 20 of this Agreement, and make every effort to resolve the dispute internally. Such internal dispute resolution shall be conducted at an in-person meeting held in Indianapolis, Indiana; provided, however, that in the event applicable state law prohibits requiring such an in-person meeting, the meeting shall instead be held virtually. All owners, members, and/or shareholders of Franchisee (as applicable) must attend such in-person meeting. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

C. **Mediation**. Other than an Excluded Claim brought by Franchisor or a Franchisor Related Party (as defined herein), and with the exception of injunctive relief or specific performance actions, before the filing of any arbitration or legal action, Franchisee and Franchisor agree to mediate any dispute, controversy or claim between Franchisor and/or any of Franchisor's affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a "Franchisor Related Party"), on the one hand, and Franchisee and/or any of Franchisee's affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a "Franchisee Related Party"), including without limitation, in connection with any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement; (b) the parties' relationship; or (c) the events occurring prior to the entry into this Agreement. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any arbitration or legal action, including any action to interpret or enforce this Agreement. This agreement to first attempt resolution of disputes internally and through mediation shall survive termination or expiration of this Agreement.

Mediation will be non-binding and confidential and will be conducted in Indianapolis, Indiana. All owners, members, and/or shareholders of Franchisee, including but not limited to persons authorized to settle the dispute, must attend each mediation session in person. The party seeking mediation (the "Initiating Party") must commence mediation by sending the other party/parties a written notice of its request for mediation (the "Mediation Notice"). The Mediation Notice must specify, to the fullest extent possible, the nature of the dispute, the Initiating Party's version of the facts surrounding the dispute, the amount of damages and the nature of any injunctive or other such relief such party claims, and must identify one or more persons with authority to settle the dispute for the Initiating Party. Upon receipt of the Mediation Notice, the parties will endeavor, in good faith, to resolve the dispute outlined in the Mediation Notice. If the parties have been unable to resolve any

such dispute within thirty (30) days after the date the Mediation Notice is provided by the Initiating Party to the other party, either party may initiate a mediation procedure in accordance with this provision. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible, within sixty (60) days of the notice from the party seeking to initiate the mediation procedures. The parties agree to participate in the mediation procedure to its conclusion, as set forth in this section.

The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible. The mediation may be concluded: (a) by the signing of a settlement agreement by the parties; (b) by the mediator's declaration that the mediation is terminated; or (c) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any arbitration or legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

The fees and expenses of the mediator shall be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert, or counsel for any party with respect to the dispute or any related or similar matter in which either of the parties is involved. The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual, or audio record of the proceedings may be made. Any conduct, statement, promise, offer, view, or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view, or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible shall not be excluded from discovery or made inadmissible simply because of its use in the mediation.

D. **Arbitration**. With the exception of "Excluded Claims" (as defined below), and if not resolved by the negotiation and mediation procedures set forth in Sections 21(B) and 21(C) above, any dispute, controversy or claim between Franchisee and/or any Franchisee Related Party, on the one hand, and Franchisor and/or any Franchisor Related Party, on the other hand, including, without limitation, any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement, (b) the parties' relationship, (c) the events leading up to the entry into this Agreement, (d) the Territory, (e) the scope or validity of the arbitration obligation under this Agreement, (f) any System standard; and/or (g) any claim based in tort or any theory of negligence, shall be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures.

Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action, associational claim, or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or

class action certification of claims is unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts.

The arbitration must take place in Indianapolis, Indiana. The arbitration will be heard before one arbitrator, and the parties will share the costs of the arbitrator and bear their own expenses in connection with the arbitration. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five (5) years of significant experience in franchise law. Any issue as to whether a matter is subject to arbitration will be determined by the arbitrator. A judgment may be entered upon the arbitration award by any state or federal court of competent jurisdiction in Indianapolis, Indiana.

In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; (3) certify a class or a consolidated action; or (4) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that Franchisor sets. The arbitrator shall have the right to make a determination as to any procedural matters that a court of competent jurisdiction would be permitted to make in the State of Indiana.

The arbitrator can issue summary orders disposing of all or part of a claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

The arbitrator shall have subpoena powers limited only by the laws of the State of Indiana. The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute shall otherwise have the same discovery rights as are available in civil actions under the laws of the State of Indiana. All other procedural matters shall be determined by applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in the State of Indiana.

Other than as may be required by law, the entire arbitration proceedings (including, without limitation, any rulings, decisions or orders of the arbitrator), shall remain confidential and shall not be disclosed to anyone other than the parties to this Agreement.

The judgment of the arbitrator on any preliminary or final arbitration award shall be final and binding and may be entered in any court having jurisdiction.

Franchisor reserves the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished Franchisor's right to seek recovery of those costs against Franchisee.

Exceptions to Mediation and/or Arbitration (the "Excluded Claims")

Notwithstanding Section 21(C) or 21(D), the parties agree that the following claims will not be subject to internal dispute resolution, mediation, or arbitration:

(a) any action for injunctive relief pursuant to Section 21(E) below; or

(b) any claim by Franchisor and/or any Franchisor Related Party: (a) relating to Franchisee's failure to pay any fee due to Franchisor and/or its affiliates under this Agreement or any other agreement; (b) relating to Franchisee's or any Franchisee Related Party's failure to comply with the confidentiality and non-competition covenants set forth in this Agreement; (c) relating to Franchisee's indemnification obligations under this Agreement; and/or (d) relating to Franchisee's use of the Proprietary Marks and/or the System, including, without limitation, claims for violations of the Lanham Act.

E. **Injunctive Relief**. Notwithstanding the foregoing, Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Proprietary Marks and Confidential Information (including any proprietary software used in connection with the Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations upon termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's System or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.

F. **Venue**. Subject to this Section 21 and Franchisor's right to obtain injunctive relief in any court of competent jurisdiction, the parties hereby expressly agree that the United States District Court for the Southern District of Indiana or, if such court lacks subject matter jurisdiction, the applicable Indiana state court of general jurisdiction, shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. Franchisee acknowledges and agrees that this Agreement has been entered into in the State of Indiana and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision. Franchisee acknowledges and agrees that this location for venue is reasonable and the most beneficial to the needs of and best meets the interest of all of the members of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the designated venue as set forth in this Section.

G. **Third Party Beneficiaries**. Franchisor's officers, directors, shareholders, owners, members, managers, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section 21, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

H. **Notice Requirement**. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

I. **No Withholding of Payments**. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

J. **Limitation of Actions**. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

K. **Waiver of Punitive Damages**. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining liquidated damages pursuant to this Agreement if it is terminated due to Franchisee's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.

L. **WAIVER OF JURY TRIAL**. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, THE OEPRATION OF THE FRANCHISED BUSINESS, AND/OR FRANCHISEE'S PURCHASE FROM

FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

M. **WAIVER OF CLASS ACTIONS**. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OPERATION OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE OR ITS AFFILIATES/PRINCIPALS/GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/PRINCIPALS/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR OR ITS AFFILIATES/PRINCIPALS/OFFICERS/EMPLOYEES AND ANY OTHER THIRD PARTY.

22. SEVERABILITY AND CONSTRUCTION

A. Should any provision of this Agreement for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this paragraph shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to make fully the provisions hereof. Franchisee understands and acknowledges that Franchisor shall have the right in its sole discretion on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Agreement binding upon Franchisee without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.

B. This Agreement may be executed in any number of counterparts, which may include PDF or comparable electronically-signed pages, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute the same instrument.

C. The table of contents, headings, and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each Section of this Agreement shall be construed independently of any other Section or provision of this Agreement.

23. ACKNOWLEDGMENTS

A. Franchisee acknowledges that it received a complete copy of this Agreement and Franchisor's franchise disclosure document ("FDD") for a period not less than fourteen (14) calendar days, during which time Franchisee conducted an independent investigation of the business licensed hereunder to the extent of Franchisee's desire to do so. Franchisee recognizes and acknowledges that the business venture contemplated by this Agreement

involves business risks, and that its success will be largely dependent upon the ability of the Franchisee as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, that Franchisee will be successful in this venture or that the business will attain any level of sales volume, profits, or success. Franchisee acknowledges that this Agreement, the FDD, and the exhibits hereto constitute the entire agreement of the parties. This Agreement terminates and supersedes any prior agreement between the parties concerning the same subject matter.

B. Franchisee agrees and acknowledges that fulfillment of any and all of Franchisor's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Franchisee for any reason. This is an important part of this Agreement. Franchisee agrees that nothing that Franchisee believes Franchisee has been told by Franchisor or Franchisor's representatives shall be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal on the date first written above.

FRANCHISOR:	**FRANCHISEE:**
ZINGA'S FRANCHISING, INC.	_____
By: _____ George Huizinga, Chief Executive Officer	By: _____
Date: _____	Print Name: _____
	Title: _____
	Date: _____

EXHIBIT A TO THE FRANCHISE AGREEMENT

DATA SHEET AND STATEMENT OF OWNERSHIP

1. INITIAL FRANCHISE FEE: $_____

2. ADDITIONAL QUALIFIED HOUSEHOLD FEE (TOTAL): $_____

3. APPROVED LOCATION

The Franchised Business shall be located at the following Approved Location:

_____

_____

3. NUMBER OF TERRITORIES: _____

4. DESIGNATED TERRITORY(IES)

Franchisee's Territory(ies) will be defined as follows (if identified on a map, please attach map and reference attachment below):

Territory 1: _____

Territory 2: _____

Territory 3: _____

Territory 4: _____

Territory 5: _____

5. Franchisee Contact Person. The following individual is a shareholder, member, or partner of Franchisee and is the principal person to be contacted on all matters relating to the Franchised Business:

Name: _____

Telephone No.: _____

E-mail Address: _____

6. Statement of Ownership. If Franchisee is a corporation, limited liability company, partnership or other business entity, the undersigned agree and acknowledge that the following is a complete list of all of the shareholders, members, or partners of Franchisee and the percentage interest of each individual:

Name	Position/Title	Interest (%)

©2026 Zinga's Franchising, Inc.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

THE PARTIES SIGNING THIS DATA SHEET BELOW AGREE AND ACKNOWLEDGE THAT THIS DATA SHEET, BY ITSELF, DOES NOT CONSTITUTE A FRANCHISE AGREEMENT OR OTHERWISE CONFER ANY FRANCHISE RIGHTS UPON FRANCHISEE. THIS DATA SHEET PROVIDES CERTAIN DEAL-SPECIFIC INFORMATION IN CONNECTION WITH THE FRANCHISE THAT IS GOVERNED BY THE FRANCHISE AGREEMENT TO WHICH THIS DATA SHEET IS AN EXHIBIT.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THE FOREGOING FRANCHISE AGREEMENT MUST BE EXECUTED PRIOR TO OR CONTEMPORANEOUS WITH THIS DATA SHEET FOR ANY RIGHTS TO BE CONFERRED.

IN WITNESS WHEREOF, the undersigned have duly executed this Exhibit to the Franchise Agreement on this _____.

FRANCHISEE

_____

By: _____

Name:_____

Title:_____

FRANCHISOR

ZINGA'S FRANCHISING, INC.

By: _____
George Huizinga, Chief Executive Officer

©2026 Zinga's Franchising, Inc.

EXHIBIT B TO THE FRANCHISE AGREEMENT

PERSONAL GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, THEN EACH INDIVIDUAL/ENTITY WITH AN OWNERSHIP INTEREST IN FRANCHISEE (PRINCIPALS/MEMBERS/SHAREHOLDERS/MANAGERS/ PARTNERS/ETC.) AND THEIR RESPECTIVE SPOUSES MUST EXECUTE THIS FORM OF PERSONAL GUARANTY. IF FRANCHISEE IS AN INDIVIDUAL AND FRANCHISEE'S SPOUSE HAS NOT SIGNED THE FRANCHISE AGREEMENT DIRECTLY, THEN FRANCHISEE'S SPOUSE MUST EXECUTE THIS FORM OF PERSONAL GUARANTY.

ARTICLE I
PERSONAL GUARANTY

The undersigned persons (individually and collectively "you") hereby represent Zinga's Franchising, Inc. (the "Franchisor") that you are all the owners of any interest in _____ (the "Franchisee"), as well as their respective spouses (or, if Franchisee is an individual(s), the spouse of any individual Franchisee), as of the date this Personal Guaranty (the "Personal Guaranty" or "Guaranty") is executed.

In consideration of the grant by Franchisor to the Franchisee as herein provided, each of you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, and any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation: (i) any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement; (ii) the prohibition of any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer as set forth in the Franchise Agreement; (iii) those obligations related to confidentiality, non-disclosure and indemnification; and (iv) the in-term and post-term covenants against competition, as well as all other restrictive covenants set forth in the Franchise Agreement; and (v) the dispute resolution provisions set forth in the Franchise Agreement.

ARTICLE II
GENERAL TERMS

1. **Acknowledgment**. You acknowledge that this Guaranty is not a franchise agreement and does not confer upon you any rights to use the Franchisor's proprietary marks or its system.

2. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of this Guaranty and the mediation, arbitration and other dispute resolution provisions set forth in the Franchise Agreement and incorporated herein, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by you.

3. **JURY TRIAL AND CLASS ACTION WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES**

HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS GUARANTY OR THE FRANCHISE AGREEMENT. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS GUARANTY OR THE FRANCHISE AGREEMENT WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

4. **Limitation of Action.** You further agree that no cause of action arising out of or under this Guaranty may be maintained by you unless brought before the expiration of one year after the act, transaction or occurrence upon which such action is based or the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

5. **Punitive Damages.** You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that your recovery shall be limited to actual damages. If any other term of this Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

6. **Costs and Attorneys' Fees.** Whether or not formal legal proceedings are initiated, in the event Franchisor incurs any legal fees or other costs associated with enforcing the terms of this Guaranty or the Franchise Agreement against you, then Franchisor will be entitled to recover from you all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Guaranty or the Franchise Agreement.

7. **No Waiver.** Franchisor's failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of our right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative. Your election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

8. **No Personal Liability.** You agree that fulfillment of any and all of Franchisor's obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be Franchisor's sole responsibility and none of Franchisor's owners, officers, agents, representatives, nor any individuals associated with Franchisor shall be personally liable to you for any reason. This is an important part of this Guaranty. You agree that nothing that you believe you have been told by us or our representatives shall be binding unless it is written in the Franchise Agreement or this Guaranty.

9. **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this Guaranty shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the

parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

10. **Construction of Language.** Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

11. **Successors.** References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Guaranty on the date stated on the first page hereof.

PERSONAL GUARANTORS

_____	_____
[Insert Signature of Guarantor]	[Insert Signature of Spouse]
_____	_____
[Insert Signature of Guarantor]	[Insert Signature of Spouse]

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EXHIBIT C TO THE FRANCHISE AGREEMENT

EFT AUTHORIZATION FORM

Bank Name: _____
ABA# : _____
Acct. No.: _____
Acct. Name: _____

Effective as of the date of the signature below, _____ (the "Franchisee") hereby authorizes Zinga's Franchising, Inc. (the "Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Franchisor or its affiliates under the franchise agreement dated _____(the "Franchise Agreement") for the franchised business operated within the following territory: _____ (the "Franchised Business"): (i) all Royalty Fees; (ii) Fund Contributions; (iii) any amounts due and owing the Franchisor or its affiliates in connection with technology, marketing materials or other supplies or inventory that is provided by Franchisor or its affiliates; and (iv) all other fees and amounts due and owing to Franchisor or its affiliates under the Franchise Agreement or any other agreement. Franchisee acknowledges each of the fees described above may be collected by the Franchisor (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a monthly basis, or on such other schedule as Franchisor shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Franchisor. Franchisee shall provide Franchisor, in conjunction with this authorization, a voided check from the above-referenced account.

AGREED:

FRANCHISEE

By: _____

Print Name: _____

Title: _____

FRANCHISOR APPROVAL

ZINGA'S FRANCHISING, INC.

By: _____
George Huizinga, Chief Executive Officer

Please attach a voided blank check (if required), for purposes of setting up Bank and Transit Numbers.

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EXHIBIT D TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT
(for trained employees, officers, directors, general partners, members, Designated Managers, and any other management personnel of Franchisee that has not signed a Personal Guaranty)

In consideration of my being a _____ of _____ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Franchisee has acquired the right from Zinga's Franchising, Inc. (the "Franchisor") to: (i) establish and operate a franchised business (the "Franchised Business"); and (ii) use in the operation of the Franchised Business the Franchisor's trade names, trademarks and service marks (collectively, the "Proprietary Marks") and the Franchisor's unique and distinctive format and system relating to the establishment and operation of a Zinga's Franchised Business (the "System"), as they may be changed, improved and further developed from time to time in Franchisor's sole discretion, within the following territory: _____ (the "Territory").

1. Franchisor possesses certain proprietary and confidential information relating to the operation of the Franchised Business and System generally, including without limitation: Franchisor's proprietary and confidential Operations Manual and other manuals providing guidelines, standards and specifications related to the establishment and operation of the Franchised Business (collectively, the "Manuals"); Franchisor's proprietary training materials and programs, as well as proprietary marketing methods and other instructional materials; trade secrets; information related to any other proprietary methodology or aspects of the System or the establishment and continued operation of the Franchised Business; financial information; any and all customer lists, contracts and other customer information obtained through the operation of the Franchised Business, including customers of other businesses utilizing the Proprietary Marks and System; any information related to any type of proprietary software that may be developed and/or used in the operation of with the Franchised Business; and any techniques, methods and know-how related to the operation of a System business or otherwise used in connection with the System, which includes trade secrets, copyrighted materials, methods or other techniques and know-how (collectively, the "Confidential Information").

2. Any other information, knowledge, know-how, and techniques which the Company specifically designates as confidential will also be deemed to be Confidential Information for purposes of this Agreement.

3. In my role with Franchisee, Franchisor and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manuals, and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information, in whole or in part, for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my role with Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that

position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement or by the breach of another individual subject to another agreement regarding the Confidential Information.

6. I will surrender any material containing some or all of the Confidential Information to Franchisor upon request, or upon conclusion of the use for which the information or material may have been furnished.

7. Except as otherwise approved in writing by Franchisor, I shall not, while in my role with Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business that: (i) offers, sells or provides any kind of shading products or installation services and/or any of the other Approved Products and Approved Services offered by a Franchised Business; or (iii) grants or has granted franchises or licenses, or establishes or has established joint ventures, for one or more businesses that earn revenue from shading products or installation services and/or the other Approved Products and Approved Services offered by a Franchised Business (collectively, a "Competing Business"). I also agree that I will not undertake any action to divert business from the Franchised Business to any Competing Business, or solicit any of the former customers or employees of Franchisee for any competitive business purpose.

7.1 *Post-Term Restrictive Covenant for Designated Manager of Franchised Business or Manager/Officers/Directors of Franchisee*. In the event I am a manager of the Franchised Business, or an officer/director/manager/partner of Franchisee that has not already executed a Personal Guaranty agreeing to be bound by the terms of the Franchise Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of two (2) years after the expiration or termination of my role with Franchisee for any reason: (i) at or within a twenty-five (25) mile radius of the Territory; or (ii) within a twenty-five (25) mile radius of any other Franchised Business that exists at the time my employment with Franchisee ceases. I also agree that I will not be involved in the franchising or licensing of any Competing Business at any location, or undertake any action to divert business from the Franchised Business to any Competing Business or solicit any of the former customers or employees of Franchisee for any competitive business purpose, during this two (2) year period following the termination or expiration of my employment with the Franchisee.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with Franchisee. I am aware that my violation of this Agreement will cause Franchisor and Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. I agree to pay Franchisee and Franchisor all the costs

it/they incur, including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and Franchisor, any claim I have against the Franchisee or the Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. I shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Confidential Information and the System.

12. Franchisee shall make all commercially reasonable efforts to ensure that I act as required by this Agreement.

13. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by me shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by me.

14. The parties acknowledge and agree that each of the covenants contained in this Agreement are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, I expressly agree to be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

15. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may be modified only by a duly authorized writing executed by all parties.

16. All notices and demands required to be given must be in writing and sent by personal delivery, delivery by a recognized courier service, certified or registered mail, or electronic mail, (provided that the sender confirms the electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective party at the following address unless and until a different address has been designated by written notice.

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and national holidays.

17. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective successors and assigns.

IN WITNESS WHEREOF, this Agreement is made and entered into by the undersigned parties as of the Effective Date.

UNDERSIGNED

Signature: _____

Name: _____

Title: _____

Notice Address: _____

_____

ACKNOWLEDGED BY FRANCHISEE

By: _____

Print Name: _____

Title: _____

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EXHIBIT E TO THE FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAIN NAMES

1. _____, (the "Assignor"), in exchange for valuable consideration provided by Zinga's Franchising, Inc. (the "Assignee"), receipt of which is hereby acknowledged, hereby conditionally assigns to Assignee all telephone numbers, domain names, social media handles and/or accounts, as well as any listings associated therewith, utilized by Assignor in the operation of its franchised business (the "Franchised Business") operating under Assignor's licensed marks in the following territory: _____ (collectively, the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): _____
Domain Name(s): _____; and
Social Media Accounts and/or Handles: _____.

The Assigned Property also includes any telephone numbers, domain names, social media accounts and/or handles, and any other listings associated with the Franchised Business operated by Assignor.

2. The conditional agreement will become effective automatically upon any termination or expiration and non-renewal of the franchise agreement governing the Franchised Business. Upon the occurrence of that condition, Assignor must do all things required by the telephone company, domain name registrar, and any other applicable third parties to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company, domain name registrar, and any other applicable third parties, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay any such third parties to effectuate this Assignment, and agrees to fully cooperate with such third parties, as well as the Assignee, in effectuating this assignment.

ASSIGNOR

By: _____ Date: _____

Title: _____

ASSIGNEE

ZINGA'S FRANCHISING, INC.

By: _____
George Huizinga, Chief Executive Officer

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EXHIBIT F TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

DO NOT SIGN THIS QUESTIONNAIRE IF YOU RESIDE IN, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE) :

FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN ANY REGULATED STATE, SUCH PROSPECTIVE FRANCHISEE IS NOT REQUIRED TO COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

As you know, Zinga's Franchising, Inc. ("we", "us"), and you are preparing to enter into a Franchise Agreement for the right to open and operate one (1) or more ZINGA'S franchises (each, a "Franchised Business"). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign Franchise Agreement and pay us the initial franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes____ No ____ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?

Yes____ No ____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes____ No ____ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes____ No ____ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?

Yes____ No ____ 5. Have you had an opportunity to review the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discuss the benefits and risks of operating the Franchised Business(es) with these professional advisor(s)?

Yes____ No ____ 6. Do you understand the success or failure of your Franchised Business(es) will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your market, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes____ No ____ 7. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?

Yes____ No ____ 8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the ZINGA'S mark or any other mark at any location outside your Territory under the Franchise Agreement?

Yes____ No ____ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated, at our option, at our then-current headquarters?

Yes____ No ____ 10. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is us?

Yes____ No ____ 11. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchised Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 12. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Franchised Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 13. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Date: _____	Date: _____

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES ON BACK OF THIS PAGE (REFER TO QUESTION NUMBER)

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EXHIBIT B
TO THE
ZINGA'S FRANCHISING, INC
FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT C
TO THE
ZINGA'S FRANCHISING, INC
FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Zinga’s Franchising, Inc.

(A Delaware Corporation)

Balance Sheet with Report of Independent Auditors
As of April 3, 2026

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DA ADVISORY GROUP
CERTIFIED PUBLIC ACCOUNTANTS

Report of Independent Auditors

To the Shareholder of
Zinga's Franchising, Inc.

Opinion
We have audited the accompanying financial statements of Zinga's Franchising, Inc. (the Company), a Delaware corporation, which comprise the balance sheet as of April 3, 2026, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of April 3, 2026, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after May 27, 2026.

Auditors' Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue and auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

DA Advisory Group PLLC

Troy, MI
May 27, 2026

Zinga's Franchising Inc.
BALANCE SHEET
As of April 3, 2026

ASSETS		
Current assets:		
Cash and cash equivalents	$	500,000
Total current assets		500,000
Total assets	$	500,000
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current liabilities:		
Current liabilities	$	-
Total current liabilities		-
Shareholder's equity		500,000
Total liabilities and shareholder's equity	$	500,000

see accompanying notes

Zinga's Franchising, Inc.
NOTES TO FINANCIAL STATEMENTS
April 3, 2026

1. Organization

Zinga's Franchising, Inc. (the "Company") is a Delaware corporation company formed under and pursuant to Delaware law. The Company was established to provide franchising opportunities in the window, patio, and outdoor living home improvement space. For the period ended April 3, 2026, total capital contributions were $500,000 and capital distributions were $0.

2. Summary of significant accounting policies and nature of operations

Basis of accounting
The Company prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

Estimates
The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Revenue and expenses
Operating income consists of contractual services which are recognized as revenue in the month earned as well as revenue from other contractual agreements.

Expenses are recognized in the month incurred and accrued as necessary per accrual basis reporting.

Cash and cash equivalents
Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition.

The Company maintains its cash in bank deposit accounts which could exceed federally insured limits.

Income taxes
Income taxes on Company income are levied on the shareholder at the shareholder level. Accordingly, all profits and losses of the Company are recognized by each partner on their respective tax return.

Fair value of financial instruments
The Fair Value Measurements and Disclosure Topic of the FASB Accounting Codification establish a framework for measuring fair value that is based on the inputs market participants use to determine fair value of an asset or liability and establishes a fair value hierarchy to prioritize those inputs.

The accounting guidance describes a hierarchy of three levels of input that may be used to measure fair value:

Level 1 Inputs based on quote prices in active markets for identical assets and liabilities.
Level 2 Inputs other than Level 1 quoted prices, such as quoted prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are

2. Summary of significant accounting policies and nature of operations (continued)

observable or can be corroborated by observable market data for substantially the full term of the asset or liability.

Level 3 Unobservable inputs based on little market or no market activity which are significant to the fair value of the assets and liabilities.

The Company's material financial instruments consist of primarily cash and cash equivalents and equity. The fair values of these instruments are equal to their carrying values based on their liquidity. The fair value measurement of these assets is categorized as Level 1.

3. Subsequent events

Subsequent events have been evaluated through May 27, 2026, which is the date the financial statements were available to be issued. There were no subsequent events noted impacting the financials of the Company as of the balance sheet date.

4. Commitment and contingencies

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

EXHIBIT D
TO THE
ZINGA'S FRANCHISING, INC
FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

California Department of Financial Protection & Innovation
TOLL FREE 1-(866) 275-2677

LA Office
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

Sacramento Office
2101 Arena Boulevard
Sacramento, CA 95834
(866) 275-2677

San Diego Office
1350 Front Street, Room 2034
San Diego, CA 92101-3697
(619) 525-4233

San Francisco Office
One Sansome St., #600
San Francisco, CA 94104
(415) 972-8559

Florida Department of Agricultural
and Consumer Services
Division of Consumer Services
Mayo Building, Second Floor
Tallahassee, Florida 32399-0800
(904) 922-2770

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-11
Indianapolis, IN 46204
(317) 232-6681

Kentucky Office of the Attorney General Consumer Protection Division
P.O. Box 2000
Frankford, KY 40602
(502) 573-2200

Maryland Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Michigan Department of the Attorney General
Consumer Protection Division
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933
(517) 373-7117

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
(651) 539-1600

Nebraska Department of Banking and Finance
1200 North Street, Suite 311
P.O. Box 95006
Lincoln, NE 68509-5006
(402) 471-3445

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236

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North Dakota Securities Department
State Capital, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-291

Oregon Department of Consumer
and Business Services
Division of Finance and Corporate
Securities labor and Industries
350 Winter Street, NE, Room 410
Salem, OR 97310-3881
(503) 378-4140

Director, Department of Business Regulations
Rhode Island Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903-4232

South Dakota Division of Insurance
Securities regulation
125 S. Euclid Suite 104
Pierre, SD 57501
(605) 773-3563

Statutory Document Section
Texas Secretary of State
P.O. Box 12887
Austin, TX 78711
(512) 475-1769

State of Utah
Division of Consumer Protection
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

State of Washington
Director, Department of Financial Institutions
Securities Division
150 Israel Road, SW
Olympia, WA 98501
(360) 902-8760

Wisconsin Commissioner of Securities
345 W Washington Ave., 4th Floor
Madison, WI 53703
(608) 266-8550

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AGENTS FOR SERVICE OF PROCESS

George Huizinga
Zinga's Franchising, Inc.
1990 Main Street, Suite 750-#1520
Sarasota, Florida 34236

California Commissioner of the Department of
Financial Protection & Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

Commissioner of Corporations of the Department of
Financial Protection & Innovation
One Sansome St., #600
San Francisco, California 94104
(415) 972-8559

Commissioner of Corporations of the Department of
Financial Protection & Innovation
2101 Arena Boulevard
Sacramento, CA 95834

Commissioner of Securities of the State of HI
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, IN 46204

Maryland Securities Commissioner
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
P.O. Box 30054, 6546 Mercantile Way
Lansing, MI 48909

Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198

New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231
(518) 473 2492

North Dakota Securities Commissioner
State Capitol – 5th Floor
600 E. Boulevard Avenue
Bismarck, ND 58505

Director, Department of business Regulation
Division of Securities
Suite 232
233 Richmond Street
Providence, RI 02903-4232

South Dakota Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

Clerk of the State Corporation Commission
Tyler Building, 1st Floor
1300 East Main Street
Richmond, VA 23219

Director, Department of Financial Institutions
Securities Division
150 Israel Road, Southwest
Olympia, WA 98501

Wisconsin Commissioner of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

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EXHIBIT E
TO THE
ZINGA'S FRANCHISING, INC
FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

Item 17 is supplemented to include the following disclosure:

The conditions under which your franchise can be terminated and your rights on nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

Illinois law governs the franchise agreement(s).

Any provision which designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the State of Illinois.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS RIDER
TO FRANCHISE AGREEMENT

This Rider shall pertain to franchises sold in the State of Illinois and shall be for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. The Franchise Agreement shall be supplemented as follows:

Illinois law governs the franchise agreement(s).

2. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

3. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a form outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4 No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

> "To the extent any provision regarding termination or renewal of the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act §§ 815 ILCS §§ 705/19 and 705/20, the provisions of these sections of the Act will control."

INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS ILLINOIS RIDER TO BE EXECUTED EFFECTIVE AS OF THE DATE OF THE FRANCHISE AGREEMENT.

ZINGA'S FRANCHISING, INC. **FRANCHISEE:**

By: _____ _____

Title: _____ Print Name: _____

FRANCHISEE:

_____

Print Name: _____

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MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Item 13 is supplemented to include the following disclosure:

   We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suitor demand regarding the use of the marks to the extent required by Minnesota law.

2. Item 17 is supplemented to include the following disclosures:

   Minnesota law provides franchisee/developers with certain termination and nonrenewal rights. As of the date of this disclosure document, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee/developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the franchise.

   Minn. Stat. Sec. 80C.21 provides that any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of Minnesota or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance or which has the effect of waiving compliance with any provision of §§ 80C.01 to 80C.22 of the Minnesota Franchises Act, or any rule or order thereunder, is void.

   Minn. Stat. § 80.C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. However, we may seek to obtain injunctive relief without the posting of a bond, if permitted by the court. In addition, nothing in the franchise disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

   To the extent you must sign a general release in our favor, such release will exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. §80C.01 *et seq*. as provided by Minn. Rule 2860.4400J.

3. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

4. The Franchise Agreement is hereby amended to include the following, which shall control in the event of anything to the contrary in the Franchise Agreement:

   Nothing herein contained shall prevent us from applying to and seeking to obtain from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, and/or other emergency relief available to safeguard and protect our interests.

5. Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

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MINNESOTA RIDER
TO FRANCHISE AGREEMENT

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

This Rider shall pertain to franchises sold in the State of Minnesota and shall be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, shall be amended as follows:

1. Minnesota law provides franchisee with certain termination and nonrenewal rights. As of the date of this Agreement, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal of the Franchise rights.

2. We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.

3. Minn. Stat. § 80.C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. However, we may seek to obtain injunctive relief without the posting of a bond, if permitted by the court. In addition, nothing in the franchise disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. To the extent you are required to execute a general release in our favor, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. § 80C.01 *et seq*. as provided by Minn. Rule 2860.4400J.

5. Any claims brought under to the Minnesota Franchises Act, § 80.C.01 *et seq*. must be brought within 3 years after the cause of action accrues. To the extent that any provision of the Franchise Agreement imposes a different limitations period, the provision of the Act shall control.

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6. The Franchise Agreement is hereby amended to include the following, which shall control in the event of anything to the contrary in the Franchise Agreement:

> Nothing herein contained shall prevent us from applying to and seeking to obtain from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, and/or other emergency relief available to safeguard and protect our interests.

7. Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS MINNESOTA RIDER TO BE EXECUTED EFFECTIVE AS OF THE DATE OF THE FRANCHISE AGREEMENT.

ZINGA'S FRANCHISING, INC.

By: _____

Name/Title: _____

FRANCHISEE/ENTITY:

By: _____

Name/Title: _____

FRANCHISEE/PRINCIPAL:

_____

Print Name: _____

FRANCHISEE/PRINCIPAL:

_____

Print Name: _____

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NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities

exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

1. Item 17 (u) is amended to read: §19-28.1-21 (a) A person who violates any provision of this act is liable to the franchisee for damages, costs, and attorneys and experts fees. In the case of a violation of §§19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may also sue for rescission. No person will be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation. (b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.

2. Item 17 (v)(w) is amended to read: §19-28.1-14 A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.

3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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EXHIBIT F
TO
ZINGA'S FRANCHISING, INC
FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES AND FORMER FRANCHISEES

List of Current Franchisees

None.

List of Former Franchisees

None.

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EXHIBIT G
TO
ZINGA'S FRANCHISING, INC
FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Florida, Hawaii, Indiana, Illinois, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws if an effective date is noted below for the state:

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Pending
Indiana	Pending
Maryland	Not Registered
Minnesota	Pending
New York	Pending
North Dakota	Not Registered
Rhode Island	Pending
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Pending

EXHIBIT H
TO
ZINGA'S FRANCHISING, INC
FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT (OUR COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Zinga's Franchising, Inc. offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon, and Wisconsin require that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Zinga's Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and your State Administrator listed in Exhibit D to this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed in Exhibit D.

I have received a Franchise Disclosure Document with an issuance date of May 27, 2026, which contained the following Exhibits:

A: Franchise Agreement
B: Operations Manual Table of Contents
C: Financial Statements
D: List of State Administrators and Agents for Service of Process
E: State Specific Addenda
F: List of Franchises and Former Franchisees
G: State Effective Page
H: Receipts

The name, principal business address and telephone number of each franchise seller offering the franchise: George Huizinga, Zinga's Franchising, Inc., 1990 Main Street, Suite 750-#1520, Sarasota, Florida 34236, (317) 339-1166.

If an individual:

By: _____

Print Name: _____

Date: _____

Telephone Number: _____

If a Partnership, Corporation or Limited Liability Corporation:

Name of Entity: _____

By: _____

Print Name: _____

Date: _____

©2026 Zinga's Franchising, Inc.

RECEIPT (YOUR COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Zinga's Franchising, Inc. offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

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If an individual:

By: _____

Print Name: _____

Date: _____

Telephone Number: _____

If a Partnership, Corporation or Limited Liability Corporation:

Name of Entity: _____

By: _____

Print Name: _____

Date: _____

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