

FRANCHISE DISCLOSURE DOCUMENT



SIGN GYPSIES FRANCHISING, LLC

A Texas limited liability company

601 S. Ohio Drive

Celina, Texas 75009

(214) 973-5290

<https://signgypsies.com>

You will operate a custom yard greeting installation company under the name “SIGN GYPSIES” or, at your election, “SG YARD SIGNS.”

The total investment necessary to begin operating a SIGN GYPSIES or SG YARD SIGNS franchise ranges from \$4,150 to \$9,900. This includes the \$3,950 that must be paid to the franchisor or affiliate.

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 document.**

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract 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. 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 an 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 <u>Exhibit F</u> .
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 <u>Exhibit E</u> 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 SIGN GYPSIES 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 franchisor 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's it like to be a SIGN GYPSIES franchisee?	Item 20 or <u>Exhibit F</u> list current and former franchisees. You can contact them to ask about their experiences.
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.

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 the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in [Exhibit A](#).

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.

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, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
3. **Inventory Control.** You must make inventory and supply purchases of at least \$1000 each year, even if you do not need that much. Your inability to make these purchases or to maintain inventory levels at all times may result in termination of your franchise and loss of your investment.
4. **Turnover Rate.** During the last 3 years, 174 outlets were terminated, not renewed, reacquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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.

**ADDITIONAL DISCLOSURES REQUIRED
BY THE STATE OF MICHIGAN**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

1. A prohibition of the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - a. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - b. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful

obligations.

- d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchisee on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this Notice shall be directed to the Attorney General's Office, Consumer Protection Division, G. Mennen Williams Building – 1st Floor, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATED THEIR FRANCHISES IN MICHIGAN.

**FRANCHISE DISCLOSURE DOCUMENT
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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, the term “we” or “us” means Sign Gypsies Franchising, LLC, the franchisor. The term “you” means the person buying the franchise, the “franchisee.” If the franchisee is a corporation, partnership, or other business entity, the term “you” does not include the owners of the business entity unless otherwise stated.

The Franchisor, and any Parents, Predecessors and Affiliates

We are a Texas limited liability company, formed on December 23, 2019. We maintain our principal business address at 601 S. Ohio Drive, Celina, Texas 75009, and do business only under our corporate name. We began offering franchises of the type described in this disclosure document in February, 2020, and have never offered franchises in any other line of business. Except for franchising and providing support to our franchisees, we do not engage in any other business activities. Our agents for service of process are listed on Exhibit B to this disclosure document.

We have no parent or predecessor company. Our affiliate, Sign Gypsies, LLC (“Sign Gypsies”) licensed the operation of a similar business from January 2016 through December 2019 and no longer does so. As those license terms end, we offer the licensees the SIGN GYPSIES or, SG YARD SIGNS franchise opportunity. As of December 31, 2023, Sign Gypsies had 0 licensees. Sign Gypsies shares our principal business address at 601 S. Ohio Drive, Celina, Texas 75009.

We have never operated a business of the type described in this disclosure document, but Sign Gypsies operated a similar business in the North Texas area since January 2016.

The Franchise Offered

We franchise the right to provide custom yard greeting services within a defined area under the name “SIGN GYPSIES” or, at your election, “SG YARD SIGNS.” As a franchisee, you will meet with prospective clients, create the yard greeting design, and then oversee and manage the installation process to ensure quality, design, and customer satisfaction. We call this the “Franchised Business.”

You will operate the Franchised Business according to the terms of our franchise agreement (see Exhibit C) and our standards, specifications, policies and procedures (collectively, our “Standards”), which we will communicate to you in our confidential operations manual and other written directives (collectively, our “Manuals”). You will operate the Franchised Business using our proprietary business format and system (our “System”) and do business under our trademarks and service marks (our “Marks”).

Our System includes the use of our Marks, the proprietary components of our custom yard greetings (our “Sign Pieces”), our business model, marketing methods and procedures, customer service standards and procedures, and business policies, practices, and procedures, all of which we may change, improve, and further develop. Our Marks include our principal service marks “SIGN GYPSIES”, “SG”, and other service marks, trademarks, logos, and slogans that we periodically authorize for use in connection with the Franchised Business.

Market and Competition

The market for custom yard greetings is well developed and very competitive. Your business will compete with other custom yard greeting companies and, to a lesser extent, custom sign and printing businesses, and party stores and big box retailers that offer celebratory yard signs.

Industry Specific Regulations

We are not aware of any licenses or permits necessary to operate the Franchised Business in any jurisdiction. We strongly recommend that you investigate sign and yard greeting installation licensing laws of the jurisdiction in which you will offer services before you purchase a franchise.

ITEM 2 BUSINESS EXPERIENCE

President: Stacey Hess

Stacey Hess has served as our President since January 2020, and served as President of our affiliate, Sign Gypsies, LLC since January 2014.

Chief Development Officer: Jason Hess

Jason Hess joined us in February 2021 and has served as our Chief Development Officer since February 2022. From October 2019 to February 2021, Mr. Hess worked as a Sales Director for MCI USA, located in Plano, Texas. From September 2017, to October 2019, he was a franchisee of N2 Publishing in Allen, Texas. From August 2016, to September 2017, he served as Senior Director of Franchise Development for DBRI located in Dallas, Texas.

Vice President of Warehouse and Product Operations: Jenny Hake

Jenny Hake has served as our Vice President of Warehouse and Product Operations since January 2020, and served as Vice President of Warehouse and Product Operations of our affiliate, Sign Gypsies, LLC since January 2015.

ITEM 3 LITIGATION

In the Matter of a Consent Order between the Commissioner of Financial Protection and Innovation and Sign Gypsies, LLC, before the Commissioner of Financial Protection and Innovation for the State of California. The Commissioner, as the head of the Department of Financial Protection and Innovation, alleged that our affiliate Sign Gypsies, LLC violated the California Franchise Investment Law by offering and selling licenses that constituted franchises in California without required disclosures and registration. On February 9, 2023, our affiliate entered into a Consent Order whereby it agreed to desist and refrain from violations of the California Franchise Investment Law, provide refunds to licensees, and to pay a penalty of \$30,000 minus offset for refunds.

In the Matter of Determining Whether there has been a violation of the Franchise Investment Protection Act of Washington by: Sign Gypsies LLC. Administrative Proceeding filed by the Washington Securities Division of the Department of Financial Institutions against our affiliate Sign Gypsies, LLC (Order No.: S-19-2747-19-CO01) alleging that, from 2016 to 2019, our affiliate violated the Washington Franchise Investment Protection Act by offering and selling licenses that constituted franchises in Washington without required disclosures and registration. On October 2, 2019, without admitting liability, our affiliate entered into a Consent Order whereby it agreed to refrain from violating the WFIPA and to pay investigative costs of \$500.00.

Commonwealth of Virginia, ex rel. State Corporation Commission v. Sign Gypsies, LLC. Administrative Proceeding filed by the State Corporation Commission's Virginia Division of Securities and Retail Franchising against our affiliate Sign Gypsies, LLC (Case No.: SEC-2020-00027) alleging that, our affiliate violated the Virginia Retail Franchising Act by offering and selling six franchises to Virginia residents when the franchise was neither registered in Virginia, nor exempt from registration, in violation of the VRFA. On May 6, 2020, without admitting liability, our affiliate entered into a Consent Order whereby it agreed to refrain from violating the VRFA, offer rescission and refund to the franchisees, and to pay investigative costs of \$500.00.

In the Matter of: Sign Gypsies, LLC and Sign Gypsies Franchising, LLC. Administrative Proceeding filed by the Attorney General for the State of Illinois against our affiliate Sign Gypsies, LLC and against us

(Order No.: 20-AVC-F002) alleging that, between June 2019 and September 2020, we and our affiliate violated the Illinois Franchise Disclosure Act by offering and selling licenses that constituted franchises in Illinois without required disclosures and registration. In September 2020, without admitting liability, we and our affiliate entered into an Assurance of Voluntary Compliance whereby both companies agreed to refrain from violating the IFDA and to pay investigative costs of \$1,000.00.

In the Matter of Sign Gypsies, LLC. Administrative Proceeding, filed by the Minnesota Department of Commerce, against our affiliate Sign Gypsies, LLC and against us alleging that, between June 2019 and September 2020, we and our affiliate violated the Minnesota Franchise Act by offering and selling licenses that constituted franchises in Minnesota without required disclosures and registration. In October 2020, without admitting liability, we and our affiliate entered into a consent order whereby both companies agreed to refrain from violating the MFA and to pay investigative costs of \$1,250.00.

In the Matter of Sign Gypsies, LLC. Administrative Proceeding, filed by Securities Division of the Office of the Attorney General of Maryland, against our affiliate Sign Gypsies, LLC and against us alleging that, between 2016 and 2019, we and our affiliate violated Maryland Franchise Registration and Disclosure Law by offering and selling licenses that constituted franchises in Maryland without required disclosures and registration. In a Consent Order dated August 19, 2021, without admitting liability, we and our affiliate entered into a consent order whereby both companies agreed to refrain from violating Maryland Franchise Registration and Disclosure Law and to offer rescission to the licensees.

Franchisor-Initiated Actions

We did not initiate litigation against any of our franchisees during our 2025 fiscal year.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5 INITIAL FEES

When you sign the Franchise Agreement, you will pay us a \$1,000 franchise fee. This fee is uniform for all new franchisees and is nonrefundable upon payment.

Within two days after you sign the Franchise Agreement, you also will purchase from us your initial inventory of Sign Pieces for \$2,800, exclusive of shipping. We will arrange for shipping with a third-party carrier, and you will reimburse us the actual shipping costs, which we estimate to be approximately \$150. This payment is nonrefundable when paid.

ITEM 6 OTHER FEES

Type of Fee ¹	Amount	Date Due ²	Remarks
Minimum Purchase of Sign Pieces	\$1,000 per year (exclusive of discounts and shipping charges)	No later than 30 days before the franchise term expires	
Renewal Fee	\$1,000	No later than	If we require you to sign a new form of

Type of Fee ¹	Amount	Date Due ²	Remarks
		30 days before the franchise term expirations	franchise agreement, you will pay the initial franchise fee being charged under the new franchise agreement instead of the renewal fee. This fee may be higher than the renewal fee.
Transfer Fee ²	\$1,000	With transfer application	Payable when you request our approval for the sale of the franchise. Your buyer also must sign a new franchise agreement and pay the initial franchise fee being charged under the new franchise agreement.
Interest and late fees	\$20 per day	As incurred	Applies if any payment is made after the due date.
Insurance	Policy cost	Upon demand	Payable only if you fail to acquire and maintain the minimum insurance coverage that we require
Indemnification	Amount of loss or third party claim	As incurred	Payable only if we incur costs for claims arising from your franchise operations.
Noncompliance Fee	\$300 for the first violation; \$300 if the violation is not corrected within 30 days; \$500 for each additional violation during the same term	Upon demand	Payable only if we send you notice of your failure to comply with your obligations under the Franchise Agreement, including failure to comply with our brand standards.
Attorneys' Fees	Actual fees and costs incurred	As incurred	Payable only if we prevail in any legal action with you regarding any breach of the Franchise Agreement and/or regarding any amounts past due.

Note 1. All fees are uniformly imposed, payable to us, and non-refundable.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Expenditure ¹	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Franchise fee	\$1,000	Lump sum	Upon signing Franchise Agreement	Us
Initial Inventory of Sign Pieces ²	\$3,100	Lump sum	Upon signing Franchise Agreement	Us
Site lease ³	\$0 to \$1,000	As incurred	At landlord's discretion	Landlord
Marketing	\$0 to \$350	As Incurred	At your discretion	Approved vendor

Expenditure¹	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Hand tools	\$0 to \$250	As incurred	Before product arrival	Supplier of your choice
Telephone/cell phone	\$0 to \$750	As incurred	As invoiced	Supplier of your choice
Insurance	\$50 to \$750	As arranged	Monthly/as arranged	Insurance company
Licensing and permits	\$0 to \$1,000	As required by local government	As required by local government	State and local government
Uniforms	\$0 - \$200	As arranged	As incurred	Third party suppliers and vendors
Legal/Accounting	\$0 to \$1,500	As arranged	As incurred	Your chosen professionals
Additional funds (3 months) ^{5,6}	\$0	Varies	Varies	Third party vendors and service providers
Total	\$4,150 - \$9,900			

Note 1. All payments are payable to us and are nonrefundable unless otherwise stated.

Note 2. The figure in the chart includes \$2,800 for an initial inventory of Sign Pieces plus an estimated \$150 shipping charge. In addition to the initial inventory of Sign Pieces, you must spend at least \$150 on sign stakes using a vendor of your choice.

Note 3. You may operate from a home office if permitted by your jurisdiction. However, you may elect to lease office and storage space.

Note 4. You must purchase your requirements of Sign Pieces from us. When you first sign the franchise agreement, you will pay us \$2,800, and we will supply your initial inventory of Sign Pieces (90 letters/numbers, Happy Birthday sets, Balloons, Stars and 20 of our most frequently used graphics). See Item 5.

Note 5. The figures in the chart represent the estimated amount of additional funds necessary to operate the Franchised Business during the first three months. This includes amounts necessary to cover operating expenses during this period. It does not include any financing payments or salaries.

Note 6. To compile these estimates, we relied on our affiliate's experience in operating a similar business as described in Items 1 and 2. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the franchised business. You should review these figures carefully with a business advisor before deciding to purchase a franchise.

Note 7. All amounts are non-refundable unless otherwise noted. Neither we nor any of our affiliates offer direct or indirect financing.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase from us, or suppliers we designate, your requirements of Sign Pieces. Because our Sign Pieces are designed and manufactured exclusively for us, and serve as source identifiers for our brand, we do not consider requests for alternative suppliers.

Except for Sign Pieces, neither we nor any of our affiliates are designated or approved suppliers for any products or services. None of officers owns an interest in any privately-held supplier (except for Ms. Hess'

ownership interest in us, as the supplier of Sign Pieces), or a material interest in any publicly-held supplier. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

We and our affiliates will derive revenue from franchisee purchases and leases to the extent that franchisees purchase products or services from us or our affiliates. During our fiscal year ended December 31, 2025, we derived no revenue from franchisee purchases and leases. During its calendar year ended, December 31, 2025, our affiliate, Sign Gypsies, derived \$1,149,763 from franchisee purchases and leases.

We estimate that required purchases and leases (meaning purchases and leases from us, our designated suppliers and purchases and leases of items meeting our specifications) will account for approximately 90% of your purchases and leases in establishing the Franchised Business and approximately 90% of your purchases and leases in operating the Franchised Business.

There are no purchasing or distribution cooperative in existence for the franchise system. We do not negotiate purchase arrangements with suppliers (or price terms) for the benefit of our franchisees. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

The process by which we evaluate any alternate suppliers, which only we may designate, is to determine the sufficiency of the products and services as compared to that of ours or other accepted suppliers. Our criteria for approving alternate suppliers may be made available to franchisees upon request. We do not allow franchisees to work with suppliers other than us or the suppliers that we designate. We do not issue our specifications and standards to franchisees or suppliers.

You must acquire and maintain liability insurance of the type and with the minimum limits that we specify periodically. Each policy must protect you and name us an additional insured on a primary non-contributory basis. The additional insured should be listed on each policy of insurance as follows: Sign Gypsies Franchising, LLC and SG Yards, LLC, and their officers, shareholders, directors, managers, members, agents, and employees. The policy must contain a waiver of subrogation rights against us, our affiliates, and their successors and assigns, and must provide for 30 days’ prior written notice to us of any material modifications, cancellations, or expirations. The insurance must be obtained by the approved agency and policy underwritten by insurers licensed and admitted to write coverage in the state in which the Franchised Business is located and must have an A.M. Best rating of A-VII or higher.

These policies must include the coverage that we require, which currently consists of Commercial General Liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. These are minimum requirements only, and we have the right to modify them at any time. You should consult with the approved insurance advisor to determine whether they are appropriate and sufficient for your business and to protect your assets. These are our minimum requirements. Your landlord, if applicable, may require more coverage or different types of coverage.

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 items of this disclosure document.

Obligation	Sections in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	No provision	Items 6 and 11
b. Pre-opening obligations	Section 4.1.	Items 7 and 8

Obligation	Sections in Franchise Agreement	Disclosure Document Item
c. Site development and other pre-opening requirements	No provision	Item 7
d. Initial and ongoing training	Section 4.1. and 4.2.	Item 11
e. Opening	No provision	Item 11
f. Fees	Article 3	Items 5, 6, and 7
g. Compliance with standards and policies/Operating Manual	Sections 5.1., 6.1., and 6.2	Item 11
h. Trademarks and proprietary information	Article 7	Items 13 and 14
i. Restrictions on products/services offered	Section 6.3.	Item 16
j. Warranty and customer service requirements	No provision	Item 8
k. Territorial development and sales quota	No provision	Item 12
l. Ongoing product/service purchases	Sections 3.3. and 6.2.	Item 8
m. Maintenance, appearance, and remodeling requirements	No provision	None
n. Insurance	Section 6.7.	Item 7
o. Advertising	Section 6.4.	Items 7 and 11
p. Indemnification	Section 12.2.	Item 6
q. Owner's participation/management/staffing	No provision	Item 15
r. Records and reports	Section 3.5.	Item 11
s. Inspections and audits	No provision	N/A
t. Transfer	Article 9	Item 17
u. Renewal	Section 2.2.	Items 6 and 17
v. Post-termination obligations	Article 11	Item 17
w. Non-competition covenants	Article 8	Item 17
x. Dispute resolution	Article 14	Item 17
y. Guaranty	Attachment B	Item 15

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

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

Except as listed below, Sign Gypsies Franchising, LLC is not required to provide you with any assistance.

1. We will admit either a manager or partner into our initial training program, described below, at no charge to you (Franchise Agreement, Section 4).

2. We will loan you one copy of the Manual (Franchise Agreement, Article 7). The Table of

Contents of the Manual, which reflects the total number of pages devoted to each subject, is attached to this disclosure document as Exhibit D. The Manual currently contains approximately 38 pages.

Our franchisees typically begin operations within one month after signing the franchise agreement or paying us any consideration for the franchise.

We do not provide any site selection assistance, and do not approve the location from which you operate the Franchised Business. You may operate the Franchised Business from a home office, if permitted by your jurisdiction. We do not provide any assistance in hiring and training employees.

You must purchase your requirements of Sign Pieces from us. Other than supplying your requirements of Sign Pieces, we do not provide any equipment, business signage, fixtures, or other supplies.

Within 15 days after you sign a Franchise Agreement, but no later than 30 days before you begin operating the Franchised Business, we will provide you access to our initial online training program (Franchise Agreement, Section 4.1.). Our initial training program is offered on an as needed basis. Training will be directed and conducted primarily by or under the supervision of our founder and President, Stacey Hess, whose has more than five years of experience with us and in providing custom yard greetings. The following is a summary of our initial training program:

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Setting up your Business * Legally * Social Media Pages * Administrative * Web Page	1.5 Hours	0	Virtual Classroom Training
Preparing for arrival of product * Storage * Product Care	30 minutes	0	Virtual Classroom Training
Taking the Order * Order taking * Customer Policies * Invoicing * Customer Communication	1.5 Hours	0	Virtual Classroom Training
Google Calendar/Organization	15 minutes	0	Virtual Classroom Training
Organizing and Staking Product	15 minutes	0	Virtual Classroom Training
Setting up/taking down a Custom Yard Greeting	1.5 Hours	0	Virtual Classroom Training
Proper Care and Handling of Product	15 minutes	0	Virtual Classroom Training
Customer Follow Up	15 minutes	0	Virtual Classroom Training
Marketing	1 Hour	0	Virtual Classroom Training
Internal site/Product ordering	30 minutes	0	Virtual Classroom Training
Total Virtual Classroom Training	7.5 hours	0	Virtual Classroom Training

You are responsible for ensuring that each of your managers, operators, employees, and sub-contractors have completed required training. Additional training or refresher courses are not required.

After you begin operating the Franchised Business, we will provide you such periodic advice and consultation as we deem appropriate (Franchise Agreement, Section 4.2.).

We do not require you to buy or use electronic cash registers or computer systems. We do not have independent access to the information stored on your computer system or by your customer relationship management software.

We have no contractual obligation to conduct advertising for the services offered by the Franchised Business. Currently, we advertise the services we offer by word of mouth, online advertising with optimized search engine capabilities, yard signage, and social media advertising. Advertising materials are currently created in-house with the help of an outside agency. You may use your own advertising if you first submit to us for approval. We will approve the proposed advertising if it meets our brand standards in our discretion. There is no advertising council composed of franchisees that advises us on advertising policies. You are not required to participate in a local or regional advertising cooperative or any other type of advertising fund.

You are required to begin operations prior to the Commencement Date, which is typically within 30 days of the Effective Date. Factors affecting this length of time can include your ability to install appropriate equipment, and how soon you can begin training.

ITEM 12 TERRITORY

Before you sign the Franchise Agreement, we will designate your Area of Primary Responsibility or “APR.” During the franchise term your APR will be exclusive to you. Your APR will be defined in terms of zip codes, physical boundaries, travel time and distance, and on a map attached to the Franchise Agreement. There is currently no minimum territory size. You may operate the Franchised Business from an address of your choice and may relocate the address in your discretion. In the event of relocation, however, the boundaries of your APR will stay the same.

As noted above during the franchise term, your APR is exclusive to you, meaning we will neither install, nor grant anyone but you the right to install custom yard greetings, under any name, at residences located within your APR. We reserve to ourselves all other rights. We retain for ourselves all other rights to the System and Marks including, without limitation, the right to rent or sell celebratory yard signs in connection with the SIGN GYPSIES and SG YARD SIGNS names and other trademarks through alternative channels of distribution including through the internet, retail locations, by catalog and other direct marketing. We are not required to pay you any compensation for soliciting or accepting orders inside of your APR.

You may engage in marketing activities outside of your APR, but you may only install custom yard greetings at residences located within the APR and in “open areas” (which are areas contiguous to your APR that do not fall within the APR of another franchisee). You may install custom yard greetings within another franchisee’s APR only at the other franchisee’s request, in which case you will be providing services on a subcontracted basis. For purposes of the franchise agreement, the place of providing Custom Yard Greetings Services is the place of installation, regardless of where the order originated from or where the customer resides. You have no right to sell signs or other products through alternate channels of distribution, including via internet, catalog sales, telemarketing, or other direct marketing.

We do not provide any options, rights of first refusal or similar rights to acquire additional franchises in contiguous areas. Currently, your APR is not conditioned on achieving a certain sales volume, market penetration or other factors. We reserve the right, but currently do not and have no plans to, open and operate or franchise a business under a different trademark that sells or may sell goods or services similar to those you will offer.

ITEM 13 TRADEMARKS

Our President, Stacey Hess, owns and has registered the following principal trademarks on the Principal Register of the United States Patent and Trademark Office, and all required affidavits and renewals have been filed:

Mark	Registration No.	Registration Date	International Class
SIGN GYPSIES (standard characters)	5054328	October 4, 2016	045
READY. SET. CELEBRATE!	6606802	January 4, 2022	045
SG (standard character)	6657177	March 1, 2022	045

Ms. Hess has granted us the right to use the Marks in connection with the franchising of SIGN GYPSIES franchise businesses and the operation of company or affiliate-owned businesses. Sign Gypsies' agreement with us is perpetual unless otherwise terminated by mutual agreement. There are no other agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks in any manner material to the franchise.

There is no currently effective material determination of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceeding or any pending material litigation involving the Marks. There are no agreements currently in effect which significantly limit our rights to use, or license the use of, the Marks in any manner material to the Franchised Business. We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must use the Marks in full compliance with provisions of the Franchise Agreement and according to the rules we periodically prescribe, and must use them with the symbols, “®”, “™”, or “SM”, as appropriate. You may not use any Mark as a part of your corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than the logos we license to you). You may not use any name or mark associated with the sale of any unauthorized product or services in any other manner not explicitly authorized in writing by us. You also may not establish or maintain a website or other presence on the World Wide Web portion of the Internet that reflects any of the Marks or our copyrighted works, or that includes the term “SIGN GYPSIES” or “SG YARD SIGNS” as part of any URL or domain name, or that otherwise states or suggests your affiliation with us or our franchise system except as expressly permitted in writing.

If there is any infringement of, or challenge to, your use of any name, mark or symbol, you must immediately notify us, and we may take any action that we deem appropriate, in our sole discretion. The Franchise Agreement does not require us to take affirmative action if notified of the claim. We have the right to control all administrative proceedings or litigation involving your use of the Marks. The Franchise Agreement does not require us to participate in your defense or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding based on your use of the Marks, or if the proceeding is resolved unfavorably to you.

You may not contest, directly or indirectly, our ownership, title, right or interest in the name or Marks, trade secrets, methods, procedures, and advertising techniques which are part of the System or contest our sole right to register, use or license others to use our names, Marks, trade secrets, methods, procedures, or techniques.

We may, in our sole discretion, modify or discontinue the use of any name or Mark and/or use one or more additional or substitute names or Marks. We have the right to create new, modified or replacement Marks,

and to require you to use them in addition to or in lieu of any previously designated Marks. You must promptly, and at your expense, take all actions necessary to adopt all new and modified Marks and/or Copyrighted Works and discontinue using obsolete Marks and/or Copyrighted Works.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents, patents pending, or registered copyrights material to the franchise, but we claim copyright protection in many elements of the System, including the content of the Manuals, the design elements of the Marks, the design elements of our Sign Pieces, our advertising and promotional materials, and the content and design of our website (the “Copyrighted Works”).

You and your employees and subcontractors must maintain the confidentiality of all trade secrets, the Standards and other elements of the System, including design plans and proposals; all client information; all information contained in the Manuals; and any other information that we designate as “Confidential Information.” If you are a corporation, limited liability company, or other business entity, each of the business entity’s owners must sign the Owner Agreement attached to the Franchise Agreement as Attachment B. All employees and contractors with access to Confidential Information must sign a confidentiality and noncompetition agreement substantially in the form attached to the Franchise Agreement as Attachment C.

You must promptly notify us of any apparent infringement of, or challenge to, your use of any of the Copyrighted Works or Confidential Information. We are not required to take affirmative action when notified of a claim, or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Copyrighted Works or Confidential Information, or if the proceeding is resolved unfavorably to you, but will take whatever action we determine to be appropriate under the circumstances. We have the right to control all administrative proceedings or litigation involving the Copyrighted Works, and we will control administrative proceedings or litigation involving Confidential Information. You must sign all documents and perform any acts and things as may, in the opinion of our counsel, be necessary for the defense or prosecution of any litigation pertaining to any of the Copyrighted Works or Confidential Information.

If you develop any new concept, product, or improvement in the operation or promotion of the Franchised Business, you must promptly notify us, and provide to us all necessary related information. By signing the Franchise Agreement, you and each principal assign your respective rights in and to the concept, product, sales technique or improvement and permit us to use or disclose the information to other System franchisees as we determine appropriate, without providing you any compensation.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

The Franchised Business must be operated, day-to-day, with best efforts to the growth and operation of the Franchised Business. If the franchisee is a natural person, he or she may hire a manager to supervise the Franchised Business day-to-day, but we recommend that the individual franchisee remain involved in operations. If the franchisee is a business entity, the manager need not have an equity interest in the franchise, but we recommend that at least one of the franchisee’s Owners remain involved in operations.

Each of your managers, operators, employees, and sub-contractors must successfully complete our initial training requirements.

Each Owner of a business entity franchisee must sign an Owner Agreement substantially in the form attached as Attachment B to the Franchise Agreement. Any person we designate, including but not limited to spouses of Owners, and any other individual who attends our initial training program must sign a confidentiality and non-competition agreement substantially in the form attached as Attachment C to the

Franchise Agreement. For purposes of these requirements, “Owner” means each individual or entity holding a direct or indirect beneficial ownership in the franchisee. It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may use and incorporate only our Sign Pieces in your custom yard greetings. You may offer only the products and services that we authorize and may not offer, sell, or rent products or services not authorized by us. We may add, eliminate or modify authorized goods and services, in our sole discretion. There are no contractual limitations on our rights to make these changes.

You may engage in marketing activities outside of your APR, but you may only install Yard Greetings at residences located within the APR and in “open areas” (which is are areas contiguous to your APR that do not fall within the APR of another franchisee). You may install Yard Greetings within another franchisee’s APR only at the other franchisee’s request, which case you will be providing services on a subcontracted basis.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1.	One year.
b. Renewal or extension of the term	Section 2.2.	You have the right to renew the franchise for successor one-year terms if all conditions have been met.
c. Requirements for franchisee to renew or extend	Section 2.2.	Renewal means a new one-year term if all conditions are met. The conditions include: signing our then-current form of franchise agreement, which may be materially different than the form attached to this disclosure document, including different fees. Other requirements are: you must notify us of your intent to renew; not be in default under the Franchise Agreement; have complied with your material obligations during the franchise term; comply with the then-current qualifications and training requirements; you and your Owners sign a general release; must have paid the franchise fee.
d. Termination by franchisee	No provision	Not applicable. You have the right to terminate the franchise agreement on any grounds available under state law.
e. Termination by franchisor without cause	No provision	Not applicable.
f. Termination by franchisor with cause	Article 10	We can terminate if you are in default, fail to maintain quality standards, and/or commit repeat violations.
g. “Cause” defined – curable defaults	Sections 10.3. and 10.4.	Your failure to pay monies owed, misuse of the Marks or our copyrighted works or other intellectual property; and failure to comply with any other provision of the Franchise Agreement, except as described in 17.h., below.
h. “Cause” defined – non-curable defaults	Section 10.1. Section 10.2.	The Franchise Agreement will terminate automatically upon the happening of certain bankruptcy or insolvency-related events, or in the event of foreclosure or lien against the assets of the Franchised Business. We may terminate the Franchise Agreement

Provision	Section in Franchise Agreement	Summary
		without providing you an opportunity to cure if: you don't begin operating the Franchised Business by the required date; you abandon the Franchised Business; you have made any false or misleading representations in your franchise application; you or any Owner is convicted or pleads no contest to certain types of crimes; you or any Owner violates the transfer provisions; you or any Owner violates confidentiality obligations; any other franchise agreement between you or your affiliates and us is terminated; you fail to maintain quality standards set by SIGN GYPSIES; or we deliver to you two or more notices of defaults during the franchise term, whether or not the defaults described in the notices ultimately are cured.
i. Franchisee's obligations on termination/nonrenewal	Article 11	Obligations include ceasing to hold yourself out as a franchisee or former franchisee; canceling fictitious or assumed name; at our option, sell to us any other assets used in connection with the operation of the Franchised Business that we elect to purchase; and comply with post term obligations (also see 17.r. below).
j. Assignment of contract by franchisor	Section 9.1.	No restriction on our right to assign our interest in the Franchise Agreement or to transfer any of our assets.
k. "Transfer" by franchisee – defined	Section 9.2.	Includes transfer of the franchise or change in ownership of the entity which owns it.
l. Franchisor approval of transfer by franchisee	Section 9.2.	We have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section 9.2.	Pay us all amounts owed, be in compliance with the Franchise Agreement, sign a release. The transferee must meet our then-current standards for new franchisees, must complete our training requirements, and must sign our then-current form of franchise agreement. The transfer fee is non-refundable, and the transferee must pay us the then current franchise fee upon signing the then current Franchise Agreement for the full term.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 9.3.	We may match any bona fide offer to purchase your business.
o. Franchisor's option to purchase your business	No provision	Not applicable

Provision	Section in Franchise Agreement	Summary
p. Death or disability of franchisee	No provision	If an owner of the franchisee dies or becomes incapacitated, the franchise agreement may be terminated by the franchisee so long as all fees and obligations are satisfied.
q. Non-competition covenants during the term of the franchise	Article 8	During the term, neither you nor any Owner may be involved in any business that provides custom yard greeting services.
r. Non-competition covenants after the franchise is terminated or expires	Article 8	For a two year period following termination or expiration of the franchise, neither you nor any Owner may be involved in any business that provides custom yard greeting services (a) within the APR, (b) within 20 miles of the perimeter of the APR (c) within the primary area of responsibility of any other SIGN GYPSIES or SG YARD SIGN franchise, or (d) within a 20-mile radius surrounding our headquarters or an office maintained by us, or our affiliates, or another SIGN GYPSIES franchisee existing on the date of termination, expiration or transfer.
s. Modification of the agreement	Section 13.2.	The Franchise Agreement may be modified only by a written document signed by both parties.
t. Integration/merger clause	Section 13.2.	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 14.2. and 14.3.	Except for certain types of claims relating to our intellectual property, disputes must be resolved through mediation or arbitration.
v. Choice of forum	Sections 14.2. and 14.3.	Mediation and arbitration at the AAA offices located in the city where our principal business office is located, currently Celina, Texas (subject to applicable state law).
w. Choice of law	Section 14.1.	Texas law applies (subject to applicable state law).

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote the 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, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised businesses. 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 SIGN GYPSIES or SG YARD SIGNS business, however, we may provide you with the actual records of that business. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Stacey Hess, 601 S. Ohio Drive, Celina, Texas 75009 (214) 973-5290, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised ¹	2023	754	666	-88
	2024	666	626	-40
	2025	626	565	-61
Company-Owned	2023	1	1	0
	2024	1	1	0
	2025	1	0	-1
Total Outlets	2023	755	667	-88
	2024	667	627	-40
	2025	627	565	-62

Note 1. These charts do not reflect the licenses granted by our affiliate, Sign Gypsies.

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

State	Year	Number of Transfers ¹
Alabama	2023	4
	2024	0
	2025	3

State	Year	Number of Transfers ¹
Arkansas	2023	0
	2024	1
	2025	1
Arizona	2023	4
	2024	4
	2025	0
California	2023	0
	2024	1
	2025	0
Colorado	2023	0
	2024	2
	2025	0
Delaware	2023	0
	2024	1
	2025	0
Florida	2023	7
	2024	1
	2025	1
Georgia	2023	3
	2024	1
	2025	2
Iowa	2023	0
	2024	0
	2025	1
Idaho	2023	2
	2024	0
	2025	0
Illinois	2023	2
	2024	0
	2025	1
Indiana	2023	4
	2024	2
	2025	4
Kansas	2023	1
	2024	1
	2025	1
Kentucky	2023	2
	2024	1
	2025	1
Louisiana	2023	2
	2024	4

State	Year	Number of Transfers ¹
	2025	1
Maryland	2023	1
	2024	0
	2025	0
Michigan	2023	4
	2024	2
	2025	0
Minnesota	2023	0
	2024	0
	2025	1
Mississippi	2023	1
	2024	1
	2025	1
Missouri	2023	2
	2024	1
	2025	2
North Carolina	2023	5
	2024	2
	2025	2
Nebraska	2023	0
	2024	0
	2025	2
Nevada	2023	0
	2024	0
	2025	1
Ohio	2023	4
	2024	3
	2025	2
Oklahoma	2023	5
	2024	4
	2025	3
Pennsylvania	2023	1
	2024	0
	2025	0
Rhode Island	2023	1
	2024	0
	2025	0
South Carolina	2023	2
	2024	0
	2025	1
South Dakota	2023	1

State	Year	Number of Transfers ¹
	2024	1
	2025	3
	2026	3
Tennessee	2023	1
	2024	3
	2025	2
Texas	2023	12
	2024	12
	2025	4
Utah	2023	2
	2024	0
	2025	3
Virginia	2023	1
	2024	0
	2025	1
Wisconsin	2023	0
	2024	0
	2025	1
Washington	2023	2
	2024	0
	2025	0
Total	2023	73
	2024	49
	2025	45

Note 1. We obtained this information from our affiliate, Sign Gypsies.

TABLE NO. 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Alabama	2023	25	1	4	0	0	1	21
	2024	21	1	3	2	0	0	17
	2025	17	1	0	0	0	1	17
Alaska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Arizona	2023	9	1	1	1	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	1	0	2	5
Arkansas	2023	14	2	2	0	0	0	14

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
	2024	14	1	0	1	0	0	14
	2025	14	1	1	0	0	0	14
California	2023	33	1	3	3	0	1	27
	2024	27	0	1	3	0	1	22
	2025	22	0	3	0	0	1	18
Colorado	2023	11	0	0	0	0	0	11
	2024	11	0	0	3	0	0	8
	2025	8	1	1	0	0	0	8
Connecticut	2023	6	0	0	3	0	0	3
	2024	3	0	0	0	0	1	2
	2025	2	0	0	0	0	0	2
Delaware	2023	5	0	0	1	0	0	4
	2024	4	0	0	1	0	0	3
	2025	3	0	0	0	0	0	3
Florida	2023	45	4	3	5	0	0	41
	2024	41	0	2	1	0	1	37
	2025	37	2	4	0	0	2	33
Georgia	2023	39	0	1	3	0	0	35
	2024	35	0	2	0	0	0	33
	2025	33	0	2	1	0	0	30
Hawaii	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	0	1
Idaho	2023	11	0	0	1	0	0	10
	2024	10	0	0	1	0	0	9
	2025	9	0	0	0	0	0	9
Illinois	2023	16	0	0	2	0	0	14
	2024	14	2	1	0	0	0	15
	2025	15	2	0	0	0	0	17
Indiana	2023	31	1	2	4	0	0	26
	2024	26	0	0	0	0	1	25
	2025	25	1	3	0	0	1	22
Iowa	2023	10	0	0	2	0	0	8
	2024	8	1	1	0	0	1	7
	2025	7	2	1	0	0	0	8

Kansas	2023	11	0	0	1	0	0	10
	2024	10	1	0	0	0	0	11
	2025	11	0	0	0	0	0	11
Kentucky	2023	15	0	0	3	0	1	11
	2024	11	0	1	1	0	0	9
	2025	9	1	0	0	0	0	10
Louisiana	2023	42	0	2	2	0	1	37
	2024	37	0	3	0	0	0	34
	2025	34	0	1	0	0	0	33
Maine	2023	1	1	0	0	0	0	2
	2024	2	0	1	1	0	0	0

	2025	0	0	0	0	0	0	0
Maryland	2023	7	1	0	1	0	0	7
	2024	7	0	2	0	0	0	5
	2025	5	0	2	0	0	0	3
Massachusetts	2023	3	0	0	1	0	1	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	16	0	0	1	0	0	15
	2024	15	0	0	1	0	1	13
	2025	13	1	3	0	0	0	11
Minnesota	2023	8	2	0	1	0	2	7
	2024	7	1	0	0	0	0	8
	2025	8	0	2	0	0	0	6
Mississippi	2023	20	0	2	4	0	0	14
	2024	14	1	0	1	0	0	14
	2025	14	0	0	0	0	0	14
Missouri	2023	13	2	1	0	0	0	14
	2024	14	2	2	3	0	0	11
	2025	11	1	1	1	0	0	10
Montana	2023	3	0	0	0	0	1	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	1	2
Nebraska	2023	8	1	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Nevada	2023	3	1	0	0	0	1	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	1	0	0	2
New Jersey	2023	7	0	0	2	0	0	5
	2024	5	0	0	1	0	0	4
	2025	4	0	1	0	0	0	3
New Mexico	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New York	2023	2	2	0	0	0	0	4
	2024	4	1	2	0	0	0	3
	2025	3	0	0	0	0	0	3
North Carolina	2023	28	1	1	1	0	0	27
	2024	27	0	0	1	0	0	26
	2025	26	2	2	0	0	1	25
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Ohio	2023	28	1	0	3	0	0	26
	2024	26	1	1	1	0	0	25
	2025	25	0	2	1	0	0	22
Oklahoma	2023	23	2	1	2	0	0	22
	2024	22	0	0	2	0	0	20
	2025	20	0	4	0	0	0	16
Oregon	2023	3	0	0	1	0	0	2
	2024	2	0	0	1	0	1	0
	2025	0	0	0	0	0	0	0

Pennsylvania	2023	24	0	2	2	0	0	20
	2024	20	1	3	1	0	0	17
	2025	17	1	2	0	0	1	15
Rhode Island	2023	2	0	0	0	0	0	2
	2024	2	0	0	1	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	19	0	1	1	0	0	17
	2024	17	0	1	0	0	0	16
	2025	16	0	4	0	0	1	11
South Dakota	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	1	1	0	0	0	5
Tennessee	2023	26	2	0	4	0	0	24
	2024	24	3	1	1	0	0	25
	2025	25	1	5	0	0	0	21
Texas	2023	127	3	10	10	0	0	110
	2024	110	8	4	3	0	0	111
	2025	111	1	7	2	0	2	101
Utah	2023	13	0	0	1	0	0	12
	2024	12	2	0	0	0	0	14
	2025	14	0	0	1	0	0	13
Virginia	2023	13	0	0	1	0	0	12
	2024	12	2	0	0	0	0	14
	2025	14	0	0	0	0	0	14
Washington	2023	9	0	1	0	0	0	8
	2024	8	1	1	1	0	0	7
	2025	7	0	1	0	0	0	6
West Virginia	2023	3	0	0	1	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	1	0	0	0	2
Wisconsin	2023	12	0	2	1	0	0	9
	2024	9	0	1	0	0	0	8
	2025	8	0	1	1	0	1	5
Wyoming	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TOTALS	2023	754	29	39	69	0	9	666
	2024	666	32	33	32	0	7	626
	2025	626	20	57	9	0	14	565

TABLE NO. 4
Status of Company-Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Texas	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0

TABLE NO. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in The Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	2	0
Arizona	0	1	0
Arkansas	0	1	0
California	0	3	0
Florida	0	3	0
Georgia	0	2	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Louisiana	0	2	0
Minnesota	0	0	0
Mississippi	0	1	0
Nevada	0	0	0
New Jersey	0	1	00
New York	0	0	0
North Carolina	0	2	0
Ohio	0	3	0
Pennsylvania	0	2	0
Tennessee	0	1	0
Texas	0	2	0
Wisconsin	0	1	0
Total	0	27	0

Exhibit F reflects the names of each of our current franchisees and the city and state of their businesses as of December 31, 2025. Exhibit F also reflects the name, city and state, of every franchisee who has had a

franchise terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during our fiscal year ended December 31, 2025.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During our last three fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict their ability to openly communicate with you. There are no franchisee organizations sponsored or endorsed by us, and there are no independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit E are our audited financial statements, as of December 31, 2025, December 31, 2024, and December 31, 2023. Our fiscal year ends December 31.

ITEM 22 CONTRACTS

Attached to this disclosure document as Exhibit C is the form of Franchise Agreement that you will sign with all attachments.

ITEM 23 RECEIPTS

The last two pages of this disclosure document are detachable duplicate Receipts. Please sign and date both copies of the Receipt. Keep one signed copy of the Receipt for your file and return to us the other signed copy of the Receipt. The Receipt page also contains the names, addresses and telephone numbers of our franchise sellers or brokers.

STATE APPENDIX TO THE FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product or service (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effective 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.

Item 3, Additional Disclosure:

Neither the franchisor nor any person identified in Item 2 of the disclosure document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A., 78a *et. seq.*, suspending or expelling such persons from membership in such association or exchange.

Item 17, Additional Disclosure:

California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relationship Act (Business and Professions Code Sections 20000 through 20043).

The franchise agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

California Business and Professions Code Sections 2000 through 20043 provide rights to the franchisee concerning transfer, termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The Franchise Agreement contains a covenant not to compete that extends beyond expiration or termination of the agreement. This provision may not be enforceable under California law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

The Franchise Agreement provides for mediation and/or arbitration for certain disputes. The mediation and/or arbitration will occur at a location within 10 miles of our then current address (currently Celina, Texas). This provision may not be enforceable under California law.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The indemnification provision in the Franchise Agreement may not be fully enforceable as to punitive damages under California law.

Turnover Rate. During the last 3 years, 174 outlets were terminated, not renewed, reacquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

FOR THE STATE OF HAWAII

Questionnaire / Acknowledgment: 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 in connection with the franchise.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY

THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FOR THE STATE OF ILLINOIS

Item 17 is supplemented by the following:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF MARYLAND

Item 17, Additional Disclosures

A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Provisions that the Franchise Agreement may be terminated upon filing of bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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.

FOR THE STATE OF MINNESOTA

Item 13 of the disclosure document is supplemented by the following:

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols ("Marks") or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 of the disclosure document is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require 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 with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor 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. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

FOR THE STATE OF NEW YORK

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 DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, 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 to be 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 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.

4. 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.

5. 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.

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, 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.

FOR THE STATE OF NORTH DAKOTA

1. The Securities Commissioner for the State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota law:

- (a) A provision in a franchise agreement specifying that the agreement is to be governed by the laws of a state other than North Dakota.
- (b) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement;
- (c) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;
- (d) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;
- (e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;
- (f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

2. North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

3. The site of any mediation or arbitration of the parties’ disputes shall be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation shall be Fargo, North Dakota or, at Franchisor’s option by remote hearing.

FOR THE COMMONWEALTH OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the disclosure document is supplemented by the following:

“Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

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.

FOR THE STATE OF WISCONSIN

Item 17 of the disclosure document is supplemented by the following:

For franchisees subject to the Wisconsin Fair Dealership Law, Ch. 135, Stats., provisions in the Fair Dealership Law supersede any inconsistent provisions of the Franchise Agreement or a related contract.

FOR THE STATE OF WASHINGTON

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the Membership Agreement and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchase of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW § 19.100.180 may supersede the franchise agreement or related agreements concerning your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims

under the Washington Franchise Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchisee is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or suspended by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorney's Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorney's fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such

provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

EXHIBIT A
LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

California

Department of Financial Protection & Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(866) 275-2677

Hawaii

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Office of Attorney General
500 S. Second Street
Springfield, Illinois 62701
(217) 782-4465

Indiana

Franchise Section
Securities Division
302 W. Washington St., Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland

Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-7042

Michigan

Consumer Protection Division
Antitrust and Franchise Unit
Department of Attorney General
525 W. Ottawa St.
G. Mennen Williams Bldg., 1st Floor
PO Box 30212
Lansing, Michigan 48909
(517) 335-7622

Minnesota

Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
212-416-8222

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island

Securities Division
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

South Dakota

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Washington

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

Wisconsin

Franchise Administrator
Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703
(608) 266-8557

EXHIBIT B
AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

STATE	AGENT
California	Commissioner of Financial Protection & Innovation Department of Financial Protection & Innovation 320 West 4 th Street, Suite 750 Los Angeles, California 90013
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Office of Attorney General 500 S. Second Street Springfield, Illinois 62701
Indiana	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204
Maryland	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021
Michigan	Michigan Department of Labor & Economic Growth Commercial Services & Corporations Bureau 611 West Ottawa Street Lansing, Michigan 48909
Minnesota	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198
New York	Secretary of State of the State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota (701) 328-4712
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563

STATE	AGENT
Virginia	Clerk, State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 1 st Floor Richmond, Virginia 23219
Washington	Director Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501
Wisconsin	Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Avenue, Suite 300 Madison, Wisconsin 53703

EXHIBIT C
FRANCHISE AGREEMENT



SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT

SUMMARY PAGES

EFFECTIVE DATE: _____

COMMENCEMENT DATE: _____

NAME OF FRANCHISEE: _____

**If a Business Entity
Type and State of Formation
Business Entity Owners:** _____

Name	Ownership Interest In Franchisee	Nature Of Interest

FRANCHISEE ADDRESS FOR NOTICES: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

**AREA OF PRIMARY
RESPONSIBILITY:** The geographic area consisting of

INITIAL FRANCHISE FEE \$1,000

INITIAL SIGN PACKAGE PRICE \$2,950 (Sign Pieces plus shipping)

RENEWAL FEE \$1,000

TRANSFER FEE \$1,000

**FRANCHISOR
ADDRESS FOR NOTICE** SIGN GYPSIES FRANCHISING, LLC
601 S. Ohio Drive
Celina, Texas 75009
Attention: President

Franchisor Initial

Franchisee Initial

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STATE SPECIFIC AMENDMENTS

<u>Attachment A</u>	Glossary of Additional Terms
<u>Attachment B</u>	Owner Agreement
<u>Attachment C</u>	Confidentiality and Noncompetition Agreement
<u>Attachment D</u>	Franchisee Compliance Certification Questionnaire

SIGN GYPSIES FRANCHISING, LLC FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into on the Effective Date, by and between SIGN GYPSIES FRANCHISING, LLC (“**Franchisor**”) and the Franchisee identified in the Summary Pages (referred to in this Agreement as “**you**”).

WHEREAS, Franchisor has developed and owns a proprietary business format and system (“**System**”) for providing Custom Yard Greeting Services identified by the trade SIGN GYPSIES” and/or “SG” (SG Yard Signs) and/or other proprietary trade names, service marks, trademarks, logos, emblems and indicia of origin that Franchisor designates to identify such businesses (collectively, the “**Marks**”);

WHEREAS, Custom Yard Greetings are created using Franchisor’s proprietary sign pieces (“**Sign Pieces**”), the shape, color, and graphic design of which create a distinct, visual impression that that serve as a source identifier for businesses operating under the Marks;

WHEREAS, you have applied for the right to provide Custom Yard Greeting Services using the Marks, System, and Sign Pieces according to the terms and conditions of this Agreement (the “**Franchised Business**”), and Franchisor has approved your application in reliance on the representations contained therein.

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GRANT OF FRANCHISE, TERRITORIAL PROTECTION

1.1. Grant of Franchise Rights. Franchisor hereby grants you the right to install Custom Yard Greetings using the Sign Pieces at residential locations within the APR identified in the Summary Pages, and in “open areas” (meaning areas continuous to the APR that do not fall within the APR of another franchisee). This Agreement grants you the right to install Custom Yard Greetings in another franchisee’s APR only upon request by another franchisee (in which case you will provide the services on a subcontracted basis). You hereby undertake the obligation and agree to continually operate the Franchised Business for the term hereof in accordance with the terms and conditions of this Agreement.

1.2. Territorial Protection. Except as otherwise provided in this Agreement, Franchisor shall neither provide nor grant anyone but you the right to install Custom Yard Greetings in the APR. Franchisor retains for itself all other rights to the System and Marks including, without limitation, the right to rent or sell celebratory yard signs in connection with the SIGN GYPSIES or SG YARD SIGNS name and other trademarks through alternative channels of distribution including through retail locations and by catalog and online sales.

2. INITIAL TERM AND RENEWAL

2.1. Initial Term. The initial term of this Agreement begins on the Effective Date and, unless earlier terminated, expires at midnight on the day before the first anniversary of the Effective Date (the “**Initial Term**”).

2.2. Renewal. This Agreement shall renew automatically on the anniversary of the Effective Date provided that the following conditions precedent have been met at least 30 days prior to the anniversary date:

- (a) neither party has delivered to the other party written notice of their intent not to renew;
- (b) if required by Franchisor, you and each Owner sign a general and full release in favor of Franchisor and its Affiliates, and their respective governing persons, agents, and employees, releasing them from all claims arising out of or related to the franchise relationship; and
- (c) You have met your Minimum Sign Piece Purchase Requirement (as described in Section

3.2., below).

(d) if required by Franchisor, (i) you have executed and delivered to Franchisor the form of franchise agreement that is being offered to new franchisees (the terms of which may be materially different than the terms of this Agreement) and you have paid the initial franchise fee due thereunder, and (ii) each Owner has executed and delivered a guaranty and personal undertaking in the form Franchisor prescribes; and

(e) if this Agreement renews under this Agreement, you have paid to Franchisor the Renewal Fee identified in the Summary Page.

If any the foregoing conditions have not been met, this Agreement will expire automatically on its natural expiration date.

3. FEES; PRODUCT PURCHASES; BOOKS AND RECORDS

3.1. Franchise fee. Upon execution of this Agreement, you shall pay to Franchisor the franchise fee identified in the Summary Pages. The franchise fee is fully earned upon payment and is nonrefundable.

3.2. Sign Pieces. You shall purchase your requirements for Sign Pieces exclusively from Franchisor or from sources designated by Franchisor. Upon execution of this Agreement, you shall pay to Franchisor the Initial Sign Package Payment identified on the Summary Pages, in consideration for an initial supply of Sign Pieces. In addition to the Initial Sign Package Payment, you must purchase at least \$1,000 of additional Sign Pieces, exclusive of discounts and shipping charges, no later than 30 days prior to expiration of the franchise term (“**Minimum Sign Piece Purchase Requirement**”).

3.3. Payment; No Set-Off. All payments required by this Agreement shall be paid within the time Franchisor specifies, provided that such day is a Business Day (the “**Due Date**”). If the Due Date is not a Business Day, then payment shall be due on the next Business Day. You may not set off, deduct or otherwise withhold any fees or other amounts due Franchisor under this Agreement on grounds of alleged nonperformance by Franchisor of any of its obligations or for any other reason. Withholding payments due under this Agreement or any other amounts due Franchisor is a material breach of this Agreement.

3.4. Collection Costs and Expenses. You shall pay Franchisor on demand any and all costs and expenses incurred by Franchisor in enforcing the terms of this Agreement including, without limitation, collecting any monies that you owe to Franchisor. These costs and expenses include, without limitation, costs and commissions due a collection agency, reasonable attorneys’ fees, costs incurred in creating or replicating reports demonstrating Gross Receipts of the Franchised Business, court costs, expert witness fees, discovery costs and reasonable attorneys’ fees and costs on appeal, together with interest charges on all of the foregoing.

3.5 Submission of Performance Reports. You shall accurately report to Franchisor both your gross sales, and your total number of greetings for each quarter by the due date as prescribed by the Franchisor on a form provided by Franchisor for submitting sales and greeting numbers.

4. TRAINING, ASSISTANCE, AND SUPPORT

4.1. Initial Training Program. Within 15 days after the Effective Date of this Agreement, but no later than 30 days before you begin operating the Franchised Business, Franchisor will provide you access to our initial online training program.

4.2. Ongoing Assistance. During the term, Franchisor shall provide you such periodic advice and consultation as it deems appropriate. Such advice may include technical advice, marketing advice, operational advice, and/or general business advice. Franchisor will provide these services through electronic information, meetings or seminars, telephone communications, email communications, or other communications.

4.3. Webpage. During the term, Franchisor shall maintain a website that will identify available Services,

provide information about the brand, and identify and provide contact information for your Franchised Business. Franchisor has sole discretion and control over the design and content of the website. The parties agree that Franchisor shall not be liable to you for any interruption of service.

4.4. Franchise Conventions. Franchisor, in its discretion, may host periodic franchise system conventions or other meetings for the benefit of franchise owners, and may charge a reasonable fee to help defray its costs. Franchisee owner or operator shall attend all such meetings at least once every two years. You are responsible for all attendance-related costs including payment of the registration fee or tuition.

5. MARKETING SYSTEM AND MANUAL

5.1. Manuals. Franchisor shall provide you one copy of the “Manuals.” The Manuals provided to you may be in an electronic format, at Franchisor’s sole discretion. You shall operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manuals. The Manuals shall at all times remain the sole property of Franchisor and shall be kept in a secure place at the Franchised Business Office Location. The Manuals contain detailed standards, specifications, instructions, requirements, methods and procedures for the management, operation and promotion of a Franchised Business. The Manuals also may contain information relating to management and employee training; sales and marketing; standards, specifications, procedures, and techniques for conducting the Services; and instruction on accounting, bookkeeping, records retention, and other business systems, procedures, and operations. You agree at all times to operate the Franchised Business in strict conformity with the Manuals, to maintain the Manuals at your Office location, to not reproduce the Manuals or any part of it, and to treat the Manuals as confidential and proprietary; and to disclose the contents of the Manuals only to your employees on a need to know basis.

5.2. Franchisor’s Right to Modify System. Franchisor, in its sole discretion, shall be entitled from time to time to change or modify elements of the System, including modifications to required equipment, sales and marketing practices, and standards, specifications, and techniques for conducting the Services, the presentation of the Marks, the adoption of new administrative forms and methods of reporting and of payment of any monies owed to Franchisor and the adoption and use of new or modified Marks or copyrighted materials. You shall implement such changes or modifications as if they were a part of the System at the time this Agreement was executed, and you shall make such expenditures as the changes or modifications in the System reasonably require.

5.3. Your Developments and Improvements. You may, from time to time, develop and suggest improvements to the System. You promptly shall notify Franchisor and provide Franchisor with all information regarding the new concept, process or improvement, all of which shall become the property of Franchisor and its Affiliates and which may be incorporated into the System without any payment to you. You shall promptly take all actions deemed necessary or desirable by Franchisor, at your expense, to vest in Franchisor ownership of such concepts, processes or improvements.

6. PERFORMANCE REQUIREMENTS

6.1. General Operating Requirements. You understand and acknowledge that every detail of the System is essential to maintain and enhance the goodwill associated with the Marks and the integrity of the brand. You shall operate the Franchised Business in full compliance with this Agreement and with Franchisor’s specifications, standards, policies, and procedures, which includes adhering to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with clients, suppliers, the public and Franchisor (the “**Brand Standards**”). You shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations including, without limitation, all laws or regulations governing or relating to immigration and discrimination, occupational hazards, employment laws (including, without limitation, workers’ compensation insurance, unemployment insurance, and the withholding and payment of federal and state income taxes, social security taxes) and the payment of sales taxes. You shall refrain from any business or advertising practices that may be injurious to the good will

associated with the Marks or to the business of Franchisor or its Affiliates, the System or other System franchisees. You shall immediately notify Franchisor in writing: **(a)** after the start of any action, suit or proceeding, or the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of the Franchised Business or your financial condition. Upon the occurrence of a Crisis Management Event, you shall immediately inform the Franchisor according to prescribed procedures and cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event.

6.2. Standards, Specification, and Procedures. You acknowledge that each of the Standards and all elements of the System are important to Franchisor and other businesses operating under the System and Marks. You shall acquire and use in the operation of the Franchised Business all Sign Pieces, equipment, signage, inventory and supplies that Franchisor prescribes and that meet Franchisor's Standards. You agree to comply with all of the Standards relating to the operation, management, and promotion of the Franchised Business including, without limitation: **(a)** sales and marketing procedures and customer service, **(b)** customer service standards and procedures; **(c)** standards, specifications, procedures and techniques for conducting the Services.

6.3. Authorized Products and Services. You may use and incorporate only our Sign Pieces in your Custom Yard Greetings. You shall conduct only the Services and rent or sell only the products and services that Franchisor approves. Franchisor has the right to add, modify and discontinue authorized Services, products and services at any time, in its sole discretion. All Services, products or services offered for sale in connection with the Franchised Business shall be meet Franchisor's Standards.

6.4. Marketing and Advertising. All of your promotional and marketing materials shall be presented in a dignified manner and shall conform to Franchisor's standards and specifications related to advertising, marketing, trademark, and copyright use. All advertising and promotional materials must be submitted to Franchisor for approval at least 10 days' before first publication or use. Franchisor may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval.

6.5. Pricing. Generally, you have the right establish customer pricing for the products and services that you provide; however, we have the right to establish the minimum and maximum prices at which you may offer your services to customers.

6.6. Payment of Taxes and Other Indebtedness. You shall promptly pay, when due, all taxes levied or assessed by any federal, state or local tax authority and any and all other indebtedness that you incur in the operation of the Franchised Business. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; provided, however, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business or any improvements thereon.

6.7. Obligation to Maintain Insurance. You shall acquire and maintain in full force and effect throughout the term of this Agreement insurance for liabilities caused by or occurring in connection with the development and operation of the Franchised Business. The policy must include the coverage we require, which currently consist of Commercial General Liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each policy must protect you and name Franchisor as an additional insured on a primary non-contributory basis. The additional insured should be listed on each policy of insurance as follows: Sign Gypsies Franchising, LLC and SG Yards, LLC, and their officers, shareholders, directors, managers, members, agents, and employees, or such other designations as Franchisor requires from time to time ("Additional Insured"). Each policy maintained pursuant to this Agreement must contain a waiver of subrogation rights in favor of the Additional Insureds and must provide for 30 days' prior written notice to us of any material modifications, cancellation, or expiration. The insurance must be obtained by the approved agency and policy underwritten by insurers licensed and admitted to write coverage in the state

in which the Franchised Business is located and must have an A.M. Best rating of A-VII or higher.

You shall deliver to Franchisor at commencement and thereafter annually or at Franchisor's request a proper certificate, endorsement, or other documentation as Franchisor requires evidencing the existence of such insurance coverage and your compliance with the provisions of this subparagraph. The insurance certificate or endorsement must show all required Additional Insureds and provide that Franchisor will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. Franchisor also may request copies of all policies. Franchisor may modify the required minimum limits from time to time and by written notice to you. If you do not procure and maintain the insurance coverage required by this Agreement, Franchisor has the right, but not the obligation, to procure insurance coverage and to charge the same to you, together with a reasonable fee for the expenses Franchisor incurs in doing so, payable by you immediately upon notice.

You acknowledge that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect you from losses in connection with the Franchised Business. Nothing in this Agreement prevents or restricts you from acquiring and maintaining insurance with higher policy limits or lower deductibles than Franchisor requires.

6.8 Beginning Operations. You shall begin operating the Franchised Business no later than the "Commencement Date" specified in the Summary Pages; provided you may not begin doing business until the following conditions have been satisfied to Franchisor's satisfaction:

6.8.1 each of your managers, operators, employees, and sub-contractors shall have completed Franchisor's initial training requirements;

6.8.2 you shall have acquired all required computer hardware, equipment, software applications, supplies, product, and inventory;

6.8.3 you shall have paid all required fees, including payment of the Initial Minimum Product Purchase Payment to Franchisor; and 6.8.4 you are in full compliance with the terms of this Agreement.

7. MARKS AND COPYRIGHTED WORKS

7.1. Acknowledgments. You expressly understand and acknowledge that: **(a)** as between you and Franchisor, Franchisor is the exclusive owner of all right, title and interest in and to the Marks (and all goodwill symbolized by them) and the Copyrighted Works; **(b)** the Marks are valid and serve to identify the System and those who are licensed to use the System; **(c)** your use of the Marks and Copyrighted Works pursuant to this Agreement does not give you any ownership interest or other interest in or to them, except the nonexclusive license to use them in accordance with this Agreement and the Standards; **(d)** any and all goodwill arising from your use of the Marks and/or the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Marks; and **(e)** the license and rights to use the Marks and Copyrighted Works granted hereunder to you are nonexclusive, and Franchisor may: **(i)** itself use, and grant franchises and licenses to others to use, the Marks, Copyrighted Works and the System; **(ii)** establish, develop and franchise other systems, different from the System licensed to you herein, without offering or providing you any rights in, to or under such other systems; and **(iii)** modify or change, in whole or in part, any aspect of the Marks or Copyrighted Works.

7.2. Modification of the Marks and Copyrighted Works. Franchisor reserves the right to add, eliminate, or modify any of the Marks and Copyrighted Works. You must promptly, and at your expense, take all actions necessary to adopt all new and modified Marks and/or Copyrighted Works and discontinue using obsolete Marks and/or Copyrighted.

7.3. Use of the Marks and Copyrighted Works. You shall use only the Marks and Copyrighted Works designated by Franchisor and shall use them only in connection with the operation and promotion of the Franchised Business and in the manner required or authorized and permitted by Franchisor. Your right to use the Marks and Copyrighted Works is limited to the uses authorized under this Agreement and in the Manuals, and any unauthorized use thereof shall constitute an infringement of Franchisor rights and grounds for termination of this Agreement. You shall not use the Marks as part of your Business Entity or other legal name. You shall comply with all requirements of Franchisor and applicable state and local laws concerning use and registration of fictitious and assumed names, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Marks or to maintain their continued validity and enforceability. You further acknowledge that all artwork and graphics reflected on the Sign Pieces are “Copyrighted Works” which you have no right to reproduce or copy the Sign Pieces, except as expressly authorized by Franchisor. Any unauthorized reproduction or copying of the Sign Pieces (including, without limitation, photographing the Sign Pieces and/or posting photographs of the Sign Pieces on social media) without Franchisor’s express authorization constitutes an infringement of Franchisor’s copyrights.

7.4. Infringement; Notice of Claims. If you become aware of any infringement of the Marks or Copyrighted Works or if your use of the Marks or Copyrighted Works is challenged by a third party, then you must immediately notify Franchisor. Franchisor shall have the exclusive right to take whatever action it deems appropriate. If Franchisor or its Affiliate undertakes the defense or prosecution of any litigation pertaining to any of the Marks or other intellectual property, you must sign all documents and perform such acts and things as may, in the opinion of Franchisor’s counsel, be necessary to carry out such defense or prosecution. If it becomes advisable at any time in the sole discretion of Franchisor to modify or discontinue the use of any Mark or Copyrighted Works, or to substitute a new mark or graphic for any Mark or Copyrighted Work, as applicable, you must promptly comply, at your expense (which may include the cost of replacement signage and/or trade dress), with such modifications, discontinuances or substitutions.

7.5. Remedies and Enforcement. You acknowledge that in addition to any remedies available to Franchisor under this Agreement, you agree to pay all court costs and reasonable attorneys’ fees incurred by Franchisor in obtaining specific performance of, a temporary restraining order and/or an injunction against violation of the provisions of this Article 7.

8. CONFIDENTIALITY OBLIGATIONS AND RESTRICTIVE COVENANTS

8.1. Confidential Information. You and each Owner acknowledge that all Confidential Information belongs exclusively to Franchisor. You and each Owner agree to maintain the confidentiality of all Confidential Information, not to duplicate any materials containing Confidential Information, and not to divulge any Confidential Information to anyone, except to other franchisees, your employees and your professional advisors on a need to know basis. You may use the Confidential Information only for the purpose of operating the Franchised Business. This provision will survive expiration or termination of this Agreement. You shall cause all employees with access to Confidential Information to sign a confidentiality agreement in a form prescribed by Franchisor, which identifies Franchisor as a third-party beneficiary of such agreement and gives Franchisor independent rights of enforcement.

8.2. Covenants of the Franchisee. During the term of this Agreement and for a two-year uninterrupted period beginning upon expiration or termination of this Agreement, regardless of the reason for termination, you shall not, directly or indirectly, for yourself or through, on behalf of or in conjunction with any individual or business entity: **(a)** divert clients or potential clients to other businesses; or **(b)** own, operate, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any business (except another Franchised Business pursuant to a valid franchise agreement) that provides, contracts with businesses that provide, or derives revenue from, a Competitive Business (provided that such restriction shall not apply to less than a 5% beneficial interest in any publicly traded corporation). During the term of this Agreement, the restrictions contained in this Section 8.2., shall apply universally. During

the two-year restrictive period described above, the restrictions shall apply only to businesses located or that do business **(a)** at the former Franchised Business location; **(b)** within your former APR; **(c)** within 20 miles from the perimeter of your former APR, **(d)** within the APR of any other franchisee, or **(e)** within a 20-mile radius surrounding Franchisor's headquarters or an office maintained by Franchisor or its Affiliates or an office of any franchisee existing on the date of termination or expiration of this Agreement. The two-year restrictive period described above shall be tolled during any period of noncompliance.

8.3. Covenants of the Franchise's Owners. During the term of this Agreement and for a continuous uninterrupted two-year period beginning: **(a)** upon expiration or termination of this Agreement, regardless of the cause for termination, or **(b)** dissolution of the franchisee entity, or **(c)** the transfer or redemption of the Owner's interest in the franchisee entity, whichever occurs first, such Owner shall not, directly or indirectly, for himself or herself or through, on behalf of or in conjunction with any individual or business entity: **(i)** divert clients or potential clients to other businesses; **(ii)** induce any employee of another franchisee to leave his or her employment, or employ any person who had been employed by another franchisee within the previous 60-day period; or **(iii)** own, operate, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any Competitive Business (except another Franchised Business pursuant to a valid franchise agreement) (provided that such restriction shall not apply to less than a 5% beneficial interest in any publicly traded corporation). During the term of this Agreement, the restrictions contained in this Section 8.3. shall apply universally. During the two-year restrictive period described above, the restrictions shall apply only to businesses located or that do business **(a)** at the former Franchised Business location; **(b)** within the APR; **(c)** within 20 miles from the perimeter of the APR, **(d)** within the APR of any other franchisee, or **(e)** within a 20-mile radius of surrounding Franchisor's headquarters or an office maintained by Franchisor or its Affiliates or an office of any of franchisee existing on the date of termination or expiration of this Agreement, or the transfer or redemption of the Owner's interest, as applicable. The two-year period restrictive period described above shall be tolled during any period of noncompliance. At Franchisor's request, the manager, or operator, and each Owner shall execute a separate agreement containing the terms contained in this Section 8.3.

8.4. Reformation and Reduction of Scope of Covenants. If all or a portion of any covenant contained in this Article 8 is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor or its Affiliate is a party, you and the Owners will 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 Article 8. Notwithstanding the foregoing, Franchisor has the unilateral right, in its sole discretion, to reduce the scope of any covenant set forth in this Article 8, or any portion thereof, which reduction will become effective immediately upon delivery of notice of the reduction. If the two-year restrictive period would be unenforceable under applicable law as an unreasonable restraint of trade, then such restriction is modified to prohibit you and each Owner, as applicable, from soliciting or providing services, during said two-year period, to any client previously serviced by the Franchised Business.

8.5. Defenses. The parties and each Owner acknowledge and agree that any claims that you or the Owner may have or allege to have against Franchisor shall not constitute a defense to the enforcement of any covenant contained in this Article 8. You and each Owner acknowledge and agree that the covenants set forth in this Article 8 are fair and reasonable. You acknowledge and agree that such covenants will not impose any undue hardship on you and that you have other considerable skills, experience and education affording you the opportunity to derive income from other endeavors. Each Owner acknowledges and agrees that such covenants will not impose any undue hardship on him or her, and that each has other considerable skills, experience and education affording him or her the opportunity to derive income from other endeavors.

8.6. Injunctive Relief. You and each Owner acknowledge that the violation of any covenant contained in this Article 8 would result in immediate and irreparable injury to Franchisor for which there is no adequate remedy at law. The parties acknowledge and agree that, in the event of a violation of any covenant

contained in this Article 8, Franchisor shall be entitled to seek injunctive relief to restrain such violation in accordance with the usual equity principles. The party in violation of any foregoing covenant shall reimburse Franchisor for any costs that it incurs (including attorneys' fees) in connection with enforcement of the provisions contained in this Article 8.

9. TRANSFER

9.1. Transfer by Franchisor. Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity.

9.2. Transfer by Franchisee.

9.2.1. Franchisor has entered into this Agreement in reliance on your business skill, financial capacity, personal character, and experience. Accordingly, you may not sell or transfer your interest in this Agreement or the assets of the Franchised Business (except in the ordinary course of your business) without Franchisor's prior written consent. In addition, if you are a Business Entity, no Owner may transfer or assign his or her equity interest in the Business Entity without Franchisor's prior written consent. For purposes of this Section 9.2. the term "transfer" means and includes an actual assignment, sale or transfer of an interest, or a collateral assignment or pledge of the interest as security for performance of an obligation.

9.2.2. You must notify Franchisor in writing at least 15 days before the date of any such intended transfer. Any purported transfer, by operation of law or otherwise, not having Franchisor's written consent is null and void and shall constitute a material breach of this Agreement. Franchisor shall not unreasonably withhold its consent to any transfer, but may, in its sole discretion, require any or all of the following as conditions of its consent:

(a) You and each Owner shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, shareholders, agents and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that any release will not be inconsistent with any state statute regulating franchising; and the transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial and business standards – including any credentials required by Franchisor, or any applicable federal, state or local authorities; possesses a good moral character, business and reputation

(b) With respect to a transfer of an ownership interest that results in a "change of control" or the transfer of all or substantially all of the assets of the Franchised Business in connection with the transfer of franchise rights:

(i) the transferee shall execute Franchisor's then-current form of franchise agreement for a new full franchise term (and if the transferee is a Business Entity, then the transferee's Owners shall jointly and severally guarantee the transferee's obligations thereunder in writing in a form satisfactory to Franchisor), and pay Franchisor's then current initial franchise fee. The terms of Franchisor's then-current form of franchise agreement may differ from the terms of this Agreement and may include, among other things, a different franchise fee.

(ii) You shall have paid us the Transfer Fee and you agree to remain liable for all direct and indirect obligations to Franchisor in connection with the Franchised Business prior to the effective date of the transfer, shall continue to remain responsible for its obligations of nondisclosure, noncompetition and indemnification as provided elsewhere in this Agreement, and all other obligations that survive termination, expiration or transfer and shall execute any and all instruments reasonably requested by Franchisor to further evidence such obligation;

(iii) the transferee shall comply with Franchisor's initial training, and transferee's employees will comply with Franchisor's requirements for background and criminal

checks;

(iv) for purposes of this Section 9.2., “change of control” means (1) the direct or indirect acquisition by any person(s), not currently an Owner, of beneficial ownership of more than 20% of the total voting power of the Business Entity; (2) merger of the franchisee Business Entity with or into any person; or (3) any other transaction that results in the current Owners holding less than an 80% of the total ownership or 80% of the control of the Business Entity.

9.3. Right of First Refusal. If you receive a bona fide offer to purchase your interest in this Agreement or all or substantially all of the assets of the Franchised Business, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to Franchisor written notification of the offer and, except as otherwise provided herein, Franchisor shall have the right and option, exercisable within 30 days after receipt of such written notification, to purchase the seller’s interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If Franchisor elects to purchase the seller’s interest, closing on such purchase must occur by the later of: (a) the closing date specified in the third-party offer; or (b) within 60 days from the date of notice to the seller of Franchisor’s election to purchase. Franchisor’s failure to exercise the option described in this Section shall not constitute a waiver of any of the transfer conditions set forth in this Article 9.

9.6. Non-Waiver of Claims. Franchisor’s consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, nor a waiver its right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which Franchisor and the transferee are parties, by the transferee.

10. DEFAULT AND TERMINATION

10.1. Automatic Termination. This Agreement will terminate automatically without notice and without an opportunity to cure if you become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you or against you, or if you are adjudicated bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver for your business or assets is filed and against you, or if any court of competent jurisdiction appoints a receiver for your business assets, or if a final judgment is entered against you and remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed), or if execution is levied against any assets of the Franchised Business, or foreclosure proceedings are initiated against you by any secured lender.

10.2. Termination with Notice and Without Opportunity to Cure. Franchisor may terminate this Agreement, by delivering to you written notice of termination, upon the occurrence of any of the following events of default: (a) your failure to begin operating the Franchised Business, according to the requirements in Section 6.8 above, by the Commencement Date, (b) your abandonment of the Franchised Business; (c) the making of any false or materially misleading representations in your franchise application or during the franchise application process; (d) your conviction, or any Owner’s conviction, of a felony, a crime involving moral turpitude or any other crime which is likely to materially and adversely affect System or the goodwill associated with the Marks, or if you or any Owner is held liable in any civil action involving allegations of fraud or unfair trade practices or similar allegations; (e) violation of any confidentiality or noncompetition obligations, as described in Article 10, by you or any Owner; (f) termination for cause of any other franchise agreement between Franchisor and you or your Affiliate; (g) delivery of two or more notices of default during the franchise term, whether or not the event(s) of default described in such notices ultimately are cured; or (h) your failure to comply with the Minimum Product Purchase Payment according to Section 3.2.

10.3. Termination with Five-Day Cure Period. Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within five days after delivery of written notice: **(a)** your misuse of the Marks, the Copyrighted Works, or any of Franchisor's other intellectual property (which includes, without limitation, offering or selling unauthorized products or services under or in conjunction with the Marks), **(b)** the Franchised Business is cited for violation of sanitation or safety laws or regulations, or **(c)** failure to maintain all required insurance coverage.

10.4. Termination with 30-Day Cure Period. Except as otherwise provided in this Article 10, Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within 30 days after delivery of written notice.

10.5. Noncompliance Fee. If Franchisor delivers to you written notice that you are in violation of your obligations under this Agreement, including your obligation to adhere to the Brand Standards, you shall pay to Franchisor a Noncompliance Fee. For the first violation, the Noncompliance Fee is \$300 plus an additional \$300 if the violation is not corrected within 30 days after delivery of the notice, and then \$500 each 30 days thereafter that the violation is not cured. For the second and each additional violation, the Noncompliance Fee is \$500 plus an additional \$500 each 30 days thereafter that the violation is not cured. This fee is intended to compensate Franchisor for the administrative costs that it incurs in addressing the violation and is not a penalty. This fee is in addition to, and not in lieu of, Franchisor's other remedies under this Agreement and applicable law.

11. OBLIGATIONS UPON EXPIRATION OR TERMINATION

11.1. Expiration or Termination of Franchise. Upon termination or expiration of this Agreement, you shall have no further right to use the Marks, the Sign Pieces, or any other intellectual property owned and licensed to you by Franchisor. You may no longer hold yourself out as a SIGN GYPSIES franchise owner, and you shall refrain from representing any present or former affiliation with Franchisor or the SIGN GYPSIES franchise system. You shall immediately pay all sums due and owing to Franchisor and its Affiliates.

11.1.2. You shall immediately take all actions necessary to cancel any assumed or fictitious name containing the Marks and shall do all things necessary to transfer to Franchisor or its designee all telephone number(s) used in connection with the operation of the Franchised Business. You hereby grant to Franchisor and its representatives power of attorney for the specific purpose of executing all documents and doing all things necessary to affect such cancellations and transfers, and shall execute all documents required by Franchisor to give effect to this provision, including Attachment F to this Agreement.

11.1.3. You shall immediately surrender to Franchisor all copies of all materials in your possession relating to the operation of the Franchised Business, including the Manuals, and shall retain no copy or record of any of the foregoing.

11.1.4. Within 15 days following termination or expiration of this Agreement, you shall deliver to Franchisor's headquarters or other place identified by Franchisor, at your sole cost and expense, your entire inventory of Sign Pieces. Alternatively, you may request Franchisor's permission to destroy the Sign Pieces, which request may be granted in whole or in part. Such must be in writing and must be delivered to Franchisor no later than five days following termination or expiration of this Agreement. If permission is granted, you shall promptly destroy the Sign Pieces for which permission was granted and deliver to Franchisor an affidavit, in the form prescribed by Franchisor, identifying the Sign Pieces so destroyed and attesting to their destruction.

11.2. De-Identification of Commercial Office. If you are operating the Franchised Business from a commercial office location, you shall immediately remove from the office premises all items bearing the Marks and Copyrighted Works and modify the trade dress as necessary to distinguish the premises from a SIGN GYPSIES or SG YARD SIGNS business. If you fail or refuse to comply with the requirements of

this Section 11.2., Franchisor and its representatives shall have the right to enter on the Office premises, without liability for trespass or other civil tort, for purposes of making such changes, at your expense, which you shall pay upon demand.

11.3. Compliance with Post Term Obligations. You and each Owner shall comply with all covenants and obligations which, by their nature, surviving termination of this Agreement including, without limitation, the confidentiality obligations and restrictive covenants contained in Article 8 and the indemnification obligations described in Section 12.2.

12. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

12.1. Independent Contractor. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you will operate the Franchised Business as an independent contractor and not as the agent or representative of Franchisor. During the term of this Agreement, you shall identify yourself as the owner of the Franchised Business operating under a franchise granted by Franchisor and shall apply for all permits and certificates of occupancy in your own name. Additionally, your individual name (if you are an individual) or your corporate name (if you are a Business Entity) must appear prominently on all invoices, order forms, receipts, business stationery and contracts. You shall display at the Franchised Business, in a conspicuous location, a form of notice approved by Franchisor, stating that you are an independent franchise owner of the SIGN GYPSIES or SG YARD SIGNS Franchised Business.

12.2. Indemnification. You shall defend at your own cost and indemnify and hold harmless to the fullest extent permitted by law, Franchisor, its Affiliates and their respective directors, officers, employees, agents, shareholders, designees, and representatives (collectively, the “**Franchisor Indemnitees**”) from all Losses and Expenses incurred in connection with any claim or action (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or related to the operation of the Franchised Business, whether or not the Losses and Expenses were actually or allegedly caused wholly or in part through the active or passive negligence of Franchisor or any of its agents or employees, or resulted from any strict liability imposed on Franchisor or any of its agents or employees. “**Losses and Expenses**” means, for purposes of this Agreement, without limitation, all losses and expenses including compensatory, exemplary, incidental, consequential or punitive damages, fines, charges, expenses, lost profits, legal fees, expert fees, court costs, settlement amounts, judgments, costs of or resulting from delays, financing, costs of advertising material and media/time/space and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

13. GENERAL PROVISIONS

13.1. Notices. All notices or demands shall be in writing and shall be served in person, by certified mail, private overnight delivery, or by electronic email system (email) with delivery receipt requested. Service shall be deemed conclusively made **(a)** at the time of service, if personally served; **(b)** at the time of delivery, if by certified mail; or **(d)** 24 hours after delivery if by email. Notices shall be directed to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

13.2. Entire Agreement; Modification. This Agreement and its Attachments constitute the final and fully integrated agreement between the parties concerning the subject matter hereof and supersede all prior agreements. Nothing in this Agreement or any related agreement, is intended to disclaim the representations made in Franchisor’s franchise disclosure document, delivered to you in conjunction with this Agreement. This Agreement may be modified only by a written document, signed by both parties.

13.3. No Waiver. No failure of Franchisor to exercise any power reserved to it by this Agreement, or to

insist upon strict compliance by you with any obligation or condition hereunder, 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. Franchisor's waiver of any particular default by you shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of Franchisor to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants hereof affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by you of any terms, covenants or conditions of this Agreement.

13.4. Severability. Except as expressly provided to the contrary herein, each provision of this Agreement shall be considered severable, and if, for any reason, any provision is determined to be invalid or unenforceable, the invalid or unenforceable provision shall be severed and the remaining provisions shall be given full force and effect; provided, however, that if Franchisor determines that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, Franchisor, at its option, may terminate this Agreement.

13.5. Captions and Headings; References to Gender; Counterparts. All captions in this Agreement are intended solely for the convenience of the parties, and none of the captions shall be deemed to affect the meaning or construction of any provision hereof. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural. This Agreement may be executed in one or more originals, each of which shall be deemed an original.

13.6. Persons Bound. All acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all of the parties executing this Agreement as franchisee hereunder. As used in this Agreement, the term "you" shall include all persons who succeed to the interest of the original franchisee by transfer or operation of law.

13.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

14. GOVERNING LAW; DISPUTE RESOLUTION; OTHER REMEDIES

14.1. Governing Law. This Agreement and any dispute between the parties, whether sounding in contract, tort, or otherwise, shall be governed by and interpreted and construed under the substantive laws of the State of Texas, without regard to its conflicts of laws principles, except that any Texas consumer protection or unfair or deceptive trade practices laws will not apply unless its jurisdictional requirements are met independently without reference to this Section 14.1.

14.2. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. This provision does not apply to claims involving your alleged misuse of Franchisor's intellectual property, including the Sign Pieces.

14.3. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration hearings will be held in the city in which Franchisor maintains its principal business address at the time of arbitration, unless otherwise mutually agreed between the parties. Arbitration shall be conducted on an individual, not a class wide, basis. Notwithstanding this provision, either party may bring an action for temporary or permanent injunctive relief in any court of

competent jurisdiction.

14.4. Jurisdiction and Venue. Except as expressly provided in this Agreement, the parties agree that any action brought by either party against the other shall be instituted and maintained exclusively in the federal or state courts serving the judicial district in which Franchisor maintains its principal place of business. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

14.5. Remedy. No right or remedy conferred upon or reserved by Franchisor or you by this Agreement is intended and it shall not be deemed to be exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

14.6. Waiver of Jury Trial. **EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BETWEEN OR INVOLVING THE PARTIES.**

14.7. Contractual Limitations Period. No legal action or proceeding may be brought against Franchisor or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within two years and one day from the date the claim or cause of action accrued. This provision is intended to shorten any applicable statute of limitations to the extent permitted by law.

14.8. Waiver of Punitive Damages. **THE PARTIES WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY THE PARTY.**

14.9. Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

15. ACKNOWLEDGMENTS

15.1. Receipt of Franchise Disclosure Document. You hereby acknowledge and represent to Franchisor that you received from Franchisor the franchise disclosure document at least 14 calendar days prior to the execution of this Agreement.

15.2. No Representations; No Reliance. You hereby acknowledge and represent to Franchisor that, except for representations made in Franchisor's franchise disclosure document, Franchisor has made no representations, warranties, or guarantees, express or implied, as to the potential revenues, profits or services of the business venture contemplated under this Agreement, and that you have not relied on any such representations in making your decision to purchase a SIGN GYPSIES or SG YARD SIGNS franchise. You further acknowledge and represent to Franchisor that neither Franchisor nor its representatives have made any statements inconsistent with the terms of this Agreement that you relied on when making your purchase decision.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement on the day and year first above written.

FRANCHISOR:

FRANCHISEE:

SIGN GYPSIES FRANCHISING, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**ATTACHMENT A
TO FRANCHISE AGREEMENT
GLOSSARY OF ADDITIONAL TERMS**

Capitalized terms will have the following meanings, unless otherwise defined in this Agreement.

“Affiliate” means any entity that is wholly or partly owned by another entity, that shares common ownership with another entity, or that has an ownership interest in another entity.

“Area of Primary Responsibility” or **“APR”**) means the area identified as such in the Summary Pages.

“Business Entity” means a corporation, limited liability company, limited partnership or other entity created pursuant to statutory authority.

“Crisis Management Event” means any event that occurs in connection with the operation of the Franchised Business that has or may cause harm or injury to customers, customers’ property, employees, or the property of the Franchised Business, including but not limited to, traffic accidents, natural disasters, terrorist acts, acts of violence, or any other circumstances which may materially and adversely affect the System or the goodwill symbolized by the Marks.

“Competitive Business” means any business offering or providing Custom Yard Greeting Services other than another SIGN GYPSIES Franchised Business operated pursuant to a valid franchise agreement with Franchisor.

“Confidential Information” means all trade secrets, the Standards and other elements of the System; all client information; all information contained in the Manuals; and any other information that Franchisor designates as Confidential Information.

“Copyrighted Works” means works of authorship which are owned by Franchisor and fixed in a tangible medium of expression including, without limitation, the content of the Manuals, the design elements of the Marks, Franchisor’s bulletins, correspondence and communications with its franchisees, training, advertising and promotional materials, and the content and design of Franchisor’s website.

“Custom Yard Greeting” means a display created to celebrate a new baby, birthdays, engagements, college announcements, retirements, other special events, and holidays that may consist of one or more characters and/or words, set up on in recipient’s yard.

“Custom Yard Greetings Services” means installation of Custom Yard Greetings. For purposes of this Agreement, the place of providing Custom Yard Greetings Services is the place of installation, regardless of where the order originated from or where the customer resides.

“Manuals” also includes other publications, materials, drawings, memoranda, videotapes, CDs, DVDs, MP3s and other electronic media that Franchisor from time to time may loan to you.) The Manuals may be supplemented or amended from time to time by letter, electronic mail, bulletin, videotape, CD, DVD, MP3 or other communications concerning the System to reflect changes in the image, specifications and standards relating to the management, operation and promotion of a Franchised Business.

“Owners” means *(a)* if you are an individual, you, *(b)* if you are a corporation, any holder of your voting securities and your officers and directors; *(c)* if you are a limited liability company, your members and managers, *(d)* if you are a general partnership, your general partners, *(e)* if you are a limited partner, your general and limited partners, or *(f)* if you are a trust, each trustee and each beneficiary of the trust. If any Owner is a Business Entity, then the term “Owner” also includes the Owners of the Business Entity.

“Person” means an individual (and the heirs, executors, administrators or other legal representatives of an individual), a partnership, a corporation, a limited liability company, a government, or any department or agency thereof, a trust, and any other incorporated or unincorporated association or organization.

“Term” means a number of years as reflected in the Summary Pages.

ATTACHMENT B TO FRANCHISE AGREEMENT

OWNER AGREEMENT

I have read the Franchise Agreement between SIGN GYPSIES FRANCHISING, LLC and _____ (the “**Franchisee**”). I own a beneficial interest in the Franchisee and would be considered an “**Owner**” within the definition contained in Franchise Agreement. I understand that, were it not for this Owner Agreement (“**Agreement**”), Franchisor would not have agreed to enter into the Franchise Agreement with the Franchisee.

I will comply with all of the provisions contained in Article 8 of the Franchise Agreement concerning the use of the Confidential Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Franchise Agreement. I will not disclose any of the Confidential Information, except **(a)** to the Franchisee’s employees on a need to know basis, **(b)** to the Franchisee’s and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and **(c)** as otherwise may be required by law.

I will comply with all of the provisions contained in Article 9 of the Franchise Agreement concerning the assignment of my interests in the Franchisee.

While I am an “Owner” of the Franchisee and, for a two-year period after I cease to be an Owner (or two years after termination or expiration of the Franchise Agreement, whichever occurs first), I will not divert or attempt to divert any present or prospective customer of any SIGN GYPSIES or SG YARD SIGNS Franchised Business to any competitor or do anything to harm the goodwill associated with the Marks and the System, and will not own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any business conducting custom yard greeting services, other than another SIGN GYPSIES or SG YARD SIGNS Franchised Business operated pursuant to a valid franchise agreement with Franchisor. This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. It will apply for two years after I cease to be an Owner (or two years after termination or expiration of the Franchise Agreement, whichever occurs first) to any location that is, or is intended to be, located in the Area of Primary Responsibility (as defined in the Franchise Agreement) or market area of any other business operating under the SIGN GYPSIES or SG YARD SIGN System and Marks. This two-year restriction will be tolled during any period of my noncompliance.

I agree that the provisions contained in Article 14 of the Franchise Agreement will apply to any dispute arising out of or relating to this Agreement. If Franchisor brings any legal action to enforce its rights under this Agreement, I will reimburse Franchisor its reasonable attorneys’ fees and costs.

I hereby guarantee the prompt and full payment of all amounts owed by the Franchisee under the Franchise Agreement. I will pay all amounts due within 14 days after receiving notice from Franchisor that the Franchisee has failed to make the required payment. I understand and agree that Franchisor need not exhaust its remedies against the Franchisee before seeking recovery from me under this Agreement. No modification, change, impairment, or suspension of any of Franchisor’s rights or remedies shall in any way affect any of my obligations under this Agreement. If the Franchisee has pledged other security or if one or more other persons have personally guaranteed performance of the Franchisee’s obligations, I agree that Franchisor’s release of such security will not affect my liability under this Agreement.

I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATED TO THE FRANCHISE

AGREEMENT.

I understand that Franchisor's rights under this Agreement shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor under applicable law.

Executed and delivered on the date set forth below:

OWNER

Dated: _____

Name: _____

Address: _____

Fax: _____

**ATTACHMENT C
TO FRANCHISE AGREEMENT**

**CONFIDENTIALITY AND NONCOMPETITION AGREEMENT
(for trained employees of Franchisee)**

In consideration of my being a _____ of _____, identified below (the “**Franchisee**”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. The Franchisee has acquired the right and franchise from SIGN GYPSIES FRANCHISING, LLC (“**Franchisor**”) to establish and operate a Franchised Business (the “**Franchised Business**”) and the right to use in the operation of the Franchised Business Franchisor trade names, trademarks, service marks, including the service marks SIGN GYPSIES and SG YARD SIGNS (the “**Marks**”) and the system developed by Franchisor and/or its affiliates for operation and management of Franchised Businesses (the “**System**”), as they may be changed, improved and further developed from time to time in Franchisor’s sole discretion.

2. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, which includes the operations manual, trade secrets, and copyrighted materials, methods and other techniques and know-how (the “**Confidential Information**”).

3. Any and all manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, Franchisor and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, Franchisor operations manual (the “**Manuals**”) and other general assistance during the term of this Agreement.

5. 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 for any use outside the System would constitute an unfair method of competition.

6. 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 duties as _____ of the 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.

7. Except as otherwise approved in writing by Franchisor, I shall not, while in my position with the Franchisee and for a continuous uninterrupted period beginning upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, partnership, corporation or other limited liability company, own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any business conducting custom yard greeting services, other than another SIGN GYPSIES or SG YARD SIGNS Franchised Business operated pursuant to a valid franchise agreement with Franchisor within the Franchisee’s Area of Primary Responsibility (as defined in the Franchise Agreement), within the Area of Primary Responsibility or

market area of any other business operating under the System and Marks as of the date of termination or expiration of my employment or position with Franchisee. This restriction does not apply to my ownership of less than five percent beneficial interest in the outstanding securities of any publicly held corporation. For purposes of this provision, it shall be conclusively presumed that a market area consists of at least a 20-mile radius surrounding the office of a SIGN GYPSIES or SG YARD SIGNS business. This two-year restriction will be tolled during any period of my noncompliance.

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. If the two-year restrictive period would be unenforceable under applicable law as an unreasonable restraint of trade, then such restriction is modified to prohibit me from soliciting or providing services, during said two-year period, to any client previously serviced by the Franchised Business.

10. Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and Franchisor all the costs it/they incur(s), 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 Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. This Agreement shall be governed and construed under Texas law. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

12. With respect to all claims, controversies and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the state courts located in the county in which Franchisor maintains its principal business address. I acknowledge that this Agreement has been entered into in the state of Texas, and that I am to receive valuable information emanating from Franchisor's headquarters in Texas. In recognition of the information and its origin, I hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Texas as set forth above. Notwithstanding the foregoing, I acknowledge and agree that Franchisor may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signature: _____

Name: _____

Address: _____

Title: _____

ACKNOWLEDGED BY FRANCHISEE:

By: _____

Name: _____

Title: _____

**ATTACHMENT D
TO FRANCHISE AGREEMENT**

FRANCHISEE COMPLIANCE CERTIFICATION QUESTIONNAIRE

The following questionnaire is not intended for and should not be completed by franchise candidates subject to the franchise sales laws of California, Hawaii, Maryland, or Washington.

All representations requiring prospective franchisees to asset to a release, estoppel or waiver of any liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Do not sign this Questionnaire if you are a resident in Maryland or the business is to be operated in Maryland.

As you know, SIGN GYPSIES FRANCHISING, LLC (the “**Franchisor**”) and you are preparing to enter into a Franchise Agreement for the establishment and operation of a SIGN GYPSIES franchised business (the “**Franchised Business**”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed the franchise disclosure document (“Disclosure Document”) that was provided to you?

Yes _____ No _____

2. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

3. Do you understand all of the information contained in the Disclosure Document and the State Specific Addendum to the Disclosure Document?

Yes _____ No _____

If “no,” what parts of the Disclosure Document and/or State Specific Addendum do you not understand? (Attach additional pages, as needed.)

4. Have you received and personally reviewed the Franchise Agreement and each Attachment and Addendum attached to them?

Yes _____ No _____

5. Do you understand all of the information contained in the Franchise Agreement and each related agreement provided to you?

Yes _____ No _____

If “no,” what parts of the Franchise Agreement and/or related agreement do you not understand? (Attach additional pages, as needed.)

6. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) concerning the actual or possible revenues, profits or operating costs of a SIGN GYPSIES business operated by the Franchisor or any of its franchisees, that is contrary to the information contained in the disclosure document?

Yes _____ No _____

7. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) regarding the amount of money you may earn in operating the Franchised Business, that is contrary to the information contained in the disclosure document?

Yes _____ No _____

8. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

9. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

10. Do you understand that the Franchise Agreement contains the entire agreement between you and the Franchisor concerning the franchise rights for the Franchised Business, meaning that any prior oral or written statements not set out in the Franchise Agreement or the franchise disclosure document will not be binding?

Yes _____ No _____

If you have answered “Yes” to any of questions 6-9, please provide a full explanation of each “yes” answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.)
If you have answered “no” to each of questions 6-9, then please leave the following lines blank.

11. I signed the Franchise Agreement and Addenda (if any) on _____, 202____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

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.

FRANCHISE APPLICANT:

Printed Name: _____

Date: _____

Printed Name: _____

Date: _____

EXHIBIT D
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OF CONFIDENTIAL OPERATIONS MANUAL

Sign Gypsies Franchising, LLC

Operations Manual Table of Contents

Introduction to the Company

- Welcome 1/2 page
- History 1 page
- Management Team 1/2 page
- Mission/Goals 1 page

Products/Services

- Rental Offerings 2 pages
- Resale Items 1 page
- Indoor 1 page

Operations of the Business

- Organization/Storage of Product 2 pages
- Product Set-Up requirements 3 pages
- Office Organization 2 pages
- Customer Experience 3 pages

Marketing and Development

- Marketing Strategies for your Territory 3 pages
- Social Media 3 pages
- Community Relations 3 pages

Business Reporting

- Corporate requirements regarding reporting 1 page

Internal Communication

- Where to find important updates from the corporate office 2 pages
- How to contact your corporate team 1 page

EXHIBIT E
FINANCIAL STATEMENTS

SIGN GYPSIES FRANCHISING, LLC

FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023

DESROCHES | **PARTNERS**

CERTIFIED PUBLIC ACCOUNTANTS

SIGN GYPSIES FRANCHISING, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Member
Sign Gypsies Franchising, LLC
Celina, Texas

Opinion

We have audited the accompanying financial statements of Sign Gypsies Franchising, LLC (the "Company"), which comprise the balance sheets as of December 31, 2025, 2024, and 2023, and the related statements of operations and changes in member's equity and cash flows for the years then ended, 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 December 31, 2025, 2024, and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 audit. 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 the 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 within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility 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 an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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 generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- 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 audit in order to design audit procedures that are appropriate in the circumstances, 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 audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Desroches Partners, LLP

Houston, Texas
April 14, 2026



840 Gessner, Suite 350 • Houston, Texas 77024
T: 713.360.0800 F: 713.360.0801

2745 Dallas Parkway, Suite 420 • Plano, TX 75093
T: 972.928.9690 F: 713.360.0801

DPLLP.cpa

SIGN GYPSIES FRANCHISING, LLC
BALANCE SHEETS
DECEMBER 31, 2025, 2024, AND 2023

ASSETS

	2025	2024	2023
CURRENT ASSETS:			
Cash and Cash Equivalents	\$ 281,762	\$ 327,840	\$ 379,837
Accounts Receivable	500	2,500	5,200
Due from Related Parties	92,278	92,278	18,294
	<u>374,540</u>	<u>422,618</u>	<u>403,331</u>
Total Current Assets	374,540	422,618	403,331
OTHER ASSETS:			
Intangible Assets	20,000	20,000	20,000
	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
TOTAL ASSETS	<u>\$ 394,540</u>	<u>\$ 442,618</u>	<u>\$ 423,331</u>

LIABILITIES AND MEMBER'S EQUITY

CURRENT LIABILITIES:			
Accounts Payable & Accrued Expenses	\$ 6,000	\$ 15,862	\$ 1,395
Due to Related Party	9,962	-	-
Deferred Revenue	215,672	224,103	240,466
	<u>231,634</u>	<u>239,965</u>	<u>241,861</u>
Total Current Liabilities	231,634	239,965	241,861
COMMITMENTS AND CONTINGENCIES	-	-	-
MEMBER'S EQUITY	162,906	202,653	181,470
	<u>162,906</u>	<u>202,653</u>	<u>181,470</u>
TOTAL LIABILITIES AND MEMBER'S EQUITY	<u>\$ 394,540</u>	<u>\$ 442,618</u>	<u>\$ 423,331</u>

The accompanying notes are an integral part of these financial statements.

SIGN GYPSIES FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND CHANGES IN MEMBER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
REVENUES:			
Franchise Fee Revenue	\$ 445,235	\$ 469,876	\$ 484,321
Transfer Fees	40,000	50,000	71,000
Territory Change Fees	5,250	4,200	6,300
Non-Compliance Fees	300	8,900	7,050
Late Fees	<u>2,300</u>	<u>5,480</u>	<u>3,240</u>
Total Revenues	493,085	538,456	571,911
GENERAL AND ADMINISTRATIVE EXPENSES	<u>530,060</u>	<u>525,749</u>	<u>425,162</u>
INCOME (LOSS) FROM OPERATIONS	(36,975)	12,707	146,749
OTHER INCOME	<u>7,228</u>	<u>8,476</u>	<u>-</u>
NET INCOME (LOSS)	(29,747)	21,183	146,749
MEMBER'S EQUITY, BEGINNING OF YEAR	202,653	181,470	205,721
DISTRIBUTIONS	<u>(10,000)</u>	<u>-</u>	<u>(171,000)</u>
MEMBER'S EQUITY, END OF YEAR	<u>\$ 162,906</u>	<u>\$ 202,653</u>	<u>\$ 181,470</u>

The accompanying notes are an integral part of these financial statements.

SIGN GYPSIES FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023

	2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income (Loss)	\$ (29,747)	\$ 21,183	\$ 146,749
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by (Used in) Operating Activities:			
Accounts Receivable	2,000	2,700	(3,350)
Accounts Payable & Accrued Expenses	(9,862)	14,467	1,395
Due to Related Party	9,962	-	-
Deferred Revenue	(8,431)	(16,363)	(12,896)
Net Cash Provided by (Used in) Operating Activities	(36,078)	21,987	131,898
CASH FLOWS FROM INVESTING ACTIVITIES:			
Advances to Related Parties	-	(97,535)	(24,722)
Repayments from Related Parties	-	23,551	26,307
Net Cash Provided by (Used in) Investing Activities	-	(73,984)	1,585
CASH FLOWS FROM FINANCING ACTIVITIES:			
Distributions	(10,000)	-	(171,000)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(46,078)	(51,997)	(37,517)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	327,840	379,837	417,354
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 281,762	\$ 327,840	\$ 379,837

The accompanying notes are an integral part of these financial statements.

SIGN GYPSIES FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 – ORGANIZATION STRUCTURE

Sign Gypsies Franchising, LLC (the “Company”), is a Texas limited liability Company formed on December 23, 2019, and commenced operations in April 2020.

The Company is in the business of granting franchises the right to provide custom yard greeting services within a defined area under the name “SIGN GYPSIES” and/or “SG”. The sole member and president of the Company has licensed the trademarks and other intellectual property relating to the franchising of Sign Gypsies business to the Company under a perpetual license agreement. The License grants the Company the right to use this trademark and other intellectual property for licensing them to franchisees of the Company in the United States and Canada.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of the Company is presented to assist in understanding the financial statements. The financial statements and notes to the financial statements are the representation of management, who is responsible for their integrity and objectivity. These accounting policies reflect industry practices which conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents

Cash and cash equivalents include cash in banks, cash on hand and all highly liquid investments with original maturities of three months or less at the time of purchase.

Revenue Recognition

Revenue is recognized as performance obligations are satisfied at a point in time. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. The Company’s contracts consist of franchise agreements that provide for a one-year initial term with annual renewal of 1-year term. Per these contracts, the Company promises to provide the franchisee with use of trademarks, system, training, and outlet operating assistance in exchange for a license fee. The Company does not consider pre-opening activities to be separate and distinct from the franchise license. Accordingly, license fees will be recorded as deferred revenue when received and recognized as revenue over the term of the franchise agreement. The Company also charges a fee to franchisees that sell their franchise license to another franchisee. Given the transfer is recognized immediately upon the transfer of the license is complete, the revenue from the fee is also recognized at the time the transfer of the license is completed. Additionally, the Company charges late fees for franchisees who do not pay the franchise dues immediately and noncompliance fees for franchise owners who fail to attend the mandatory conference per the contract terms. Revenue from these fees are recognized at the time of processing.

A risk related to sales exists for the collectability of license fees, but this risk is fully mitigated through the Company’s policy to terminate the franchise agreement prior to the franchise starting operations if fees are not received within 60 days from the date the contract is signed.

SIGN GYPSIES FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Accounts Receivable

Accounts receivable represent amounts owed to the Company which are expected to be collected within the next 60 days. An allowance for credit losses is established when a receivable is considered to be uncollectible. The Company will write off balances as a charge to allowance for credit losses when it is probable that the receivable is uncollectible. Because of the Company's policy to terminate a franchise agreement if payment is not received within 60 days from the date the contract is signed, all receivables are considered to be collectible as of and for the years ended December 31, 2025, 2024, and 2023.

Intangible Assets

Intangible assets with indefinite useful lives are not amortized, but instead are tested for impairment, at least annually, by comparing the fair value of those assets with their recorded amounts. Any excess in carrying value over the estimated fair value is recorded as an impairment loss and charged to results of operations. Intangible assets are not subject to amortization and consist of capitalized costs related to franchise development. For the years ended December 31, 2025, 2024, and 2023, management evaluated these assets and believes no impairment occurred.

Income Taxes

The Company has elected to be treated as an S Corporation for Federal Income Tax reporting purposes. As such, any taxable income will be included in the income tax return of the Member.

The Company is subject to Texas franchise tax, commonly referred to as the Texas margin tax, for the years ended December 31, 2025, 2024, and 2023. Due to the Company's earnings level, there is no tax liability at December 31, 2025, 2024, and 2023; accordingly, no provision for state income tax has been included in the accompanying financial statements.

The Company applies a more-likely-than-not recognition threshold for all tax uncertainties. Accordingly, only those tax benefits that have a greater than fifty percent likelihood of being sustained upon examination by the taxing authorities are recognized. As applied to the Company, any tax uncertainties would principally relate to state and local income tax liabilities, or uncertainties in its U.S. Federal income tax return that is used to determine state income tax liability. The Company's management has evaluated the Company's tax positions and has concluded that there are no significant uncertain tax positions taken or expected to be taken requiring recognition in its financial statements.

The Company's evaluation was performed for the tax periods ended December 31, 2021 through December 31, 2025 for U.S. Federal and applicable states, the tax years which principally remain subject to examination by major jurisdictions as of December 31, 2025.

Advertising Costs

Advertising costs are expensed in the period incurred. For the years ended December 31, 2024, and 2023, advertising costs totaled \$20,728, and \$53,694, respectively.

SIGN GYPSIES FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Fair Value Considerations

The Company uses fair value to measure financial assets and liabilities and certain nonfinancial assets and liabilities. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. The fair value hierarchy established and prioritized fair value measurements into three levels based on the nature of the inputs. The hierarchy gives the highest priority to inputs based on market data from independent sources (observable inputs-Level 1) and the lowest priority to a reporting entity's internal assumptions based upon the best information available when external market data is limited or unavailable (unobservable inputs-Level 3).

The Company's financial instruments (primarily cash and cash equivalents, receivables, payables, accrued expenses, and deferred revenue) are carried in the accompanying balance sheets at amounts which reasonably approximate fair value.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Accounting Changes

Effective January 1, 2025, the Company early adopted ASU 2025-05, Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets. The Company elected the practical expedient to assume that current conditions as of the balance sheet date remain unchanged for the remaining life of current accounts receivable and contract assets arising under Topic 606, Revenue from Contracts with Customers. The Company also elected the accounting policy option to consider collection activity occurring after the balance sheet date when estimating expected credit losses for these assets. The adoption of ASU 2025-05 did not have a material impact on the Company's financial statements or related disclosures for the year ended December 31, 2025.

NOTE 3 – RELATED PARTIES

From time to time, the Company makes advances to related parties with common ownership under informal arrangements with no repayment terms. These balances are classified as current assets based on the intentions of the Company to collect these advances.

During the year ended December 31, 2025, the Company was owed \$92,278 from related parties for current and prior period activity, which is included in due from related parties on the accompanying balance sheets.

During the year ended December 31, 2025, a related party with common ownership made payments on behalf of the Company totaling \$9,962. As of December 31, 2025, the Company owed the related party \$9,962, which is included in due to related party on the accompanying balance sheets.

SIGN GYPSIES FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS

NOTE 3 – RELATED PARTIES – CONTINUED

During the year ended December 31, 2024, the Company incurred expenses on behalf of related parties totaling \$97,535 and received repayments, for current and prior period activity, from these related parties totaling \$23,551. At December 31, 2024, the Company was owed \$92,278 from related parties for current and prior period activity, which is included in due from related parties on the accompanying balance sheets.

During the year ended December 31, 2023, the Company incurred expenses on behalf of related parties totaling \$24,722 and received repayments, for current and prior period activity, from these related parties totaling \$26,307. At December 31, 2023, the Company was owed \$18,294 from related parties for current and prior period activity, which is included in due from related parties on the accompanying balance sheets.

NOTE 4 – CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and cash equivalents and accounts receivable. At various times during the year, the Company may have bank deposit in excess of Federal Deposit Insurance Corporation insurance limits. Management believes any credit risk is low due to the overall financial strength of the financial institutions.

NOTE 5 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through the date the financial statements were available for issuance on April 14, 2026. No other matters were identified affecting the financial statements or related disclosures.

EXHIBIT F
LIST OF CURRENT AND FORMER FRANCHISEES

LIST OF CURRENT FRANCHISEES AS OF DECEMBER 31, 2025

Franchisee	Location	State	Email
Jaimie & Daniel Sultenfuss	Anchorage	AK	anchorage@signgypsies.com
Maegan Osborn Rice & Kenneth Andrew James Rice	411	AL	411@signgypsies.com
Ryan & Leah Hymel	Eastern Shore	AL	easternshore@signgypsies.com
Mindy Mogren, Jennifer Buntin, & Tiffany Olds	Eufaula	AL	eufaula@signgypsies.com
Keith George	Lake Guntersville	AL	lakeguntersville@signgypsies.com
Ginger & Kenny Lehman	Mobile	AL	mobile@signgypsies.com
Brandi & Phillip Russell	Morris	AL	morris@signgypsies.com
Victoria Jones	North Mobile	AL	northmobile@signgypsies.com
Amber Nix	Over the Mountain	AL	overthemountain@signgypsies.com
Edmund Tramaine Solomon & Kalandra Holloway Solomon	Oxford	AL	oxford@signgypsies.com
Hope Niles, Jerome Niles, Evan Faircloth, & Madison Faircloth	Ozark	AL	ozark@signgypsies.com
Sydney & Auston Broussard	Prattville	AL	prattville@signgypsies.com
Amy Roland	Semmes	AL	semmes@signgypsies.com
Sarah Brown	South Baldwin	AL	southbaldwin@signgypsies.com
Ben & Bobbie Nichols	South Shelby County	AL	southshelbyco@signgypsies.com
Tiffany Olds	Southwest Alabama	AL	southwestalabama@signgypsies.com
April Howton	The Shoals	AL	theshoals@signgypsies.com
Cortney Akridge	Tuscaloosa	AL	tuscaloosa@signgypsies.com
Marilyn Gerrard	Delta	AR	delta@signgypsies.com
Patrick Poe	Lonoke County	AR	lonokecounty@signgypsies.com
Mitzi McCook & Bailey McCook	Mod Maverick	AR	modmaverick@signgypsies.com
Cresia Murphy	North Little Rock	AR	northlittlerock@signgypsies.com
Ashley & Garret Krier	Northwest Arkansas	AR	northwestarkansas@signgypsies.com
Mark Hixson & Amy Hixson	Ouachita	AR	ouachita@signgypsies.com
Skylar Jackson & Haley Jackson	Pocahontas	AR	pocahontas@signgypsies.com
Ashley Trent	River Valley	AR	rivervalley@signgypsies.com
Jessica Moore	Searcy	AR	searcy@signgypsies.com
Jodie Grissom	Sheridan	AR	sheridan@signgypsies.com
Phillip J. Brabec	Southern Ozarks	AR	southernozarks@signgypsies.com
Ashlee Smith & Daniel Smith	Union County	AR	unioncounty@signgypsies.com

Franchisee	Location	State	Email
Brooke & William Horton	West Ark	AR	westark@signgypsies.com
Sunnie & Charles Ruple	Vilonia	AR	vilonia@signgypsies.com
Nicholas Storey & Stacie Mockbee	East Tucson	AZ	EastTucson@SignGypsies.com
Kristen Spuhler	Gilbert	AZ	gilbert@signgypsies.com
Nicole Gillespie	Mesa	AZ	mesa@signgypsies.com
Joshua & Aleina Bishop	Northern Tucson	AZ	northerntucson@signgypsies.com
Christal Klein & Alexa Klein	Queen Creek	AZ	queencreek@signgypsies.com
Amelia & Byron McIntosh	530	CA	530@signgypsies.com
Brandy Stiles	Bakersfield	CA	bakersfield@signgypsies.com
Liz Emerick	Central California	CA	centralcalifornia@signgypsies.com
Jamie Luna	Central Coast	CA	centralcoast@signgypsies.com
Stacey Nunes	Central Valley	CA	centralvalley@signgypsies.com
Vince & Andrea Zodrow	East Bay	CA	eastbay@signgypsies.com
Lezlie Kaner	Long Beach	CA	longbeach@signgypsies.com
Andre Carter & Tanisha Toni Carter	Los Angeles	CA	losangeles@signgypsies.com
Valerie Angel	Napa Valley	CA	napavalley@signgypsies.com
Eriesha Holmes	Outer East CCC	CA	outereastccc@signgypsies.com
Karen Rose	Redlands	CA	redlands@signgypsies.com
Carissa McCormic & Timothy M. Giles	Sacramento	CA	sacramento@signgypsies.com
Judy & Michael J. Pfaff	San Jose	CA	sanjose@signgypsies.com
Paul Torres & Carla Torres	San Mateo	CA	sanmateo@signgypsies.com
Matthew Quartararo	San Ramon	CA	sanramon@signgypsies.com
Jennifer Wooden	Santa Clarita	CA	santaclarita@signgypsies.com
Tasha Cerda, Sierra Robertson, & Sienna Cerda	South Bay	CA	southbay@signgypsies.com
Cynthia Claybon	South IE	CA	southIE@signgypsies.com
Qwynn Rhodes & Geri Rhodes	5280 North	CO	5280north@signgypsies.com
Johanna Garcia	Aurora	CO	aurora@signgypsies.com
Lisa Pizzo & Rio Pizzo	Foothills	CO	foothills@signgypsies.com
Jason & Kelly Lessman	Highlands Ranch	CO	highlandsranch@signgypsies.com
Brian & Erica Greenwood	Mile High	CO	milehigh@signgypsies.com
Jacque Doman	NOCO	CO	noco@signgypsies.com

Franchisee	Location	State	Email
Andrea Moore	Pikes Peak	CO	pikespeak@signgypsies.com
Kelly Collier	Vail Valley	CO	vailvalley@signgypsies.com
Jestina Jelks	Central Connecticut	CT	centralconnecticut@signgypsies.com
Katire Burdick & Lori Mancini	Cheshire	CT	cheshire@signgypsies.com
Jennifer Troyer	Milford DE	DE	milford@signgypsies.com
Kimberly A. Chase	Millsboro/Rehoboth	DE	millsbororehoboth@signgypsies.com
Kristopher Vento & Sarah Vieni-Vento	of MOT DE	DE	motde@signgypsies.com
Karri & Charles Fowler	904	FL	904@signgypsies.com
Stephanie Coggle, Andrew Coggle & Zoe Coggle	4 Corners	FL	fourcorners@signgypsies.com
Lori O'Brien	Bay and South Walton FL	FL	baycountyfl@signgypsies.com
Megan Betancourt & Kevin Betancourt	Broward	FL	broward@signgypsies.com
Shayla Vasso	Brevard	FL	brevard@signgypsies.com
Sarah Wages	Cape Coral	FL	capecoral@signgypsies.com
Kimberly Smith	Gainesville	FL	gainesville@signgypsies.com
Latima Miller	Hillsborough County	FL	hillsboroughcounty@signgypsies.com
Karen J. Beckles	Homestead	FL	homestead@signgypsies.com
Jacquelyn Adams & Stuart Raulerson	Jax Beaches	FL	jaxbeaches@signgypsies.com
Lacie Taylor & Jarrod Taylor	Lake City (FL)	FL	lakecity@signgypsies.com
Russell Minx & Jodi Gunder	Lakeland	FL	lakeland@signgypsies.com
Aletta Van Balderen	Miami	FL	miami@signgypsies.com
Michele & Timothy Hutson	Milton Pace	FL	miltonpace@signgypsies.com
Angela Pruneau & Natalie Gleaves	Naples	FL	naples@signgypsies.com
Susan Wingfield	Navarre	FL	navarre@signgypsies.com
Susan Brown Hartz & Matthew S Hartz	Okaloosa	FL	okaloosa@signgypsies.com
Pamela & Nathaniel McCowen	Ormond Beach	FL	ormondbeach@signgypsies.com
Michael & Jade Joie	Palm Beach Area	FL	palmbeach@signgypsies.com
Corinne Switala	Pasco	FL	pasco@signgypsies.com
Tiger & Chris Wilbert	Pensacola	FL	pensacola@signgypsies.com
Wylene Chiasson	Pinellas	FL	pinellas@signgypsies.com
Donald Boyd Jr & Melissa Boyd	Punta Gorda	FL	puntagorda@signgypsies.com

Franchisee	Location	State	Email
Delton Nealy & Sunshine Nealy	Putnam County	FL	putnamcounty@signgypsies.com
Kristen Becker	Small Town Joy	FL	smalltownjoy@signgypsies.com
Ana Good	South Tampa	FL	southtampa@signgypsies.com
Shane Miller	SRQ Sarasota	FL	sarasota@signgypsies.com
Daniel & Janet Johnson	St. Johns	FL	stjohns@signgypsies.com
Wylene Chiasson	St. Petersburg	FL	stpetersburg@signgypsies.com
Donna Smith Randolph	Tallahassee	FL	tallahassee@signgypsies.com
Daniel Lajewski	The Villages FL	FL	thevillagesfl@signgypsies.com
Kristie Mosley	Tri-State	FL	tristate@signgypsies.com
Brooke Hines & Shadrach Hines	Wakulla and The Big Bend	FL	wakullabigbend@signgypsies.com
Traci Dianne Swann	Athens GA	GA	athensoconeega@signgypsies.com
Selina Carol Thedford	ATL Metro	GA	atlmetro@signgypsies.com
Stephanie Graham	Brooklet/Pembroke/Effingham	GA	brooklet@signgypsies.com
Sarah Pellegrino & Cooper Everspaugh	Cherokee County & Milton	GA	cherokeecounty@signgypsies.com
Amanda Brown & Matthew McLanahan	Columbus	GA	columbus@signgypsies.com
Lisa & Daren Folsom	Douglas	GA	douglas@signgypsies.com
Leigh Holcomb	Douglasville/Villa Rica	GA	douglasville@signgypsies.com
Jobett Smith	Dudley	GA	dudley@signgypsies.com
Vickie Tiraboschi	Eastman Cochran	GA	eastmancochran@signgypsies.com
Kristal Richards	Fayette Coweta	GA	fayettecoweta@signgypsies.com
Sarah Pellegrino & Cooper Everspaugh	Forsyth-Hall-Dawson	GA	forsyth@signgypsies.com
Tila Walker	Hinesville	GA	hinesville@signgypsies.com
Steven & Amy Bowles	Jefferson-Braselton-Hoschton	GA	jefferson@signgypsies.com
Heena Patel	Marietta	GA	gamarietta@signgypsies.com
Holly Carey & Craig Carey	Middle GA	GA	middlega@signgypsies.com
Cristi Diamond	Central Gerogia	GA	perrywarnerrobins@signgypsies.com
Katie Hagan	Portal	GA	portal@signgypsies.com
Selina Carol Thedford	Rockdale Walton	GA	rockdalewalton@signgypsies.com
Dixi Burnett	Rome	GA	rome@signgypsies.com
Candice Turner	Sandersville	GA	sandersville@signgypsies.com
Amy Greene	Savannah	GA	savannah@signgypsies.com

Franchisee	Location	State	Email
Leahna & Earl Shorty, Jr	Snellville	GA	snellville@signgypsies.com
Christina McConnell	South Fulton	GA	southfulton@signgypsies.com
Wendy Christmas	Southeast GA	GA	southeastga@signgypsies.com
Tiana & Stephen Cotner	St. Marys	GA	stmarys@signgypsies.com
Donita Townsel	Stone Mountain	GA	stonemountain@signgypsies.com
Jennifer Crutchfield	Sweet Onion	GA	sweetonion@signgypsies.com
Rachel Hand	Troup	GA	troup@signgypsies.com
King & Andrea Bridges	Valdosta	GA	valdosta@signgypsies.com
Angel Davis	West Cobb Paulding	GA	wcp@signgypsies.com
Robin Odani Guiffreda	Oahu	HI	oahu@signgypsies.com
Jacob Bennett & Allen Fleener	2 Vet Signs	IA	2vetsigns@signgypsies.com
Jessica & Robert Border	Ames	IA	ames@signgypsies.com
Ashley Pettyjohn	County & Beyond	IA	jaspercounty@signgypsies.com
Amy Grote	Iowa & Johnson Counties	IA	iowajohnsoncounties@signgypsies.com
Heather Del Vecchio	Iowa Quad Cities	IA	quadcities@signgypsies.com
Kelly Heemstra	NW Iowa	IA	northwestiowa@signgypsies.com
Denise Schmitz	West Des Moines	IA	westdesmoines@signgypsies.com
Kristin Van Wyk	Van Wyk	IA	vanwyk@signgypsies.com
Renee Ellis	Boise	ID	boise@signgypsies.com
Cortney & Daniel Warner	Caldwell	ID	caldwell@signgypsies.com
Elise Smith	CDA	ID	cda@signgypsies.com
Cortney & Daniel Warner	Eagle	ID	eagle@signgypsies.com
Heather Duncan	Idaho Falls	ID	idahofalls@signgypsies.com
Valerie Matthews	Mini-Cassia	ID	minicassia@signgypsies.com
Jennifer Nielsen	Pocatello	ID	pocatello@signgypsies.com
Megan Beutler	Rexburg	ID	rexburg@signgypsies.com
Brandon Stringer & Kyndal Stringer	Twin Falls	ID	twinfalls@signgypsies.com
Caden Sharp	309	IL	309@signgypsies.com
Casey Riley	618	IL	618@signgypsies.com
Jamie Bejot	815	IL	815@signgypsies.com
Melissa Gunn & Abby Gunn	Bloomington	IL	bloomington@signgypsies.com
Tara Steinert	Champaign	IL	champaign@signgypsies.com

Franchisee	Location	State	Email
Adriaan Jelks Brown	CHI South Suburbs (Crete)	IL	chisouthsuburbs@signgypsies.com
Suzana Rizzo	Chicago Burbs	IL	chicagoburbs@signgypsies.com
Kara Fontana	City of Lights	IL	naperville@signgypsies.com
Kimberly Varkados	Crystal Lake	IL	crystallake@signgypsies.com
Katelyn & Cody Harner	Fox Valley	IL	foxvalley@signgypsies.com
Kimberly Oehmke & Misty Oehmke	Frankfort	IL	frankfort@signgypsies.com
Elizabeth Tully	Geneseo	IL	geneseo@signgypsies.com
Naomi Ballard	Illinois Quad Cities	IL	illinoisqc@signgypsies.com
Mandy Ori	Northwest Chicago	IL	nwchicago@signgypsies.com
Jeff Redman	Paris (IL)	IL	parisil@signgypsies.com
Dawn Kirin	Southwest Prairie	IL	southwestprairie@signgypsies.com
Andrea & Anthony Anders	Soy City & Beyond	IL	soycityandbeyond@signgypsies.com
Sarah Miller	Bloomtown	IN	bloomtown@signgypsies.com
Shannon Payton-Lindsey	Boonville	IN	boonville@signgypsies.com
Jan Luker & Trefin Luker	Dubois County Plus	IN	duboiscountyplus@signgypsies.com
Nicholas & Anna Waters	Evansville	IN	evansville@signgypsies.com
Todd & Andrea Weckbaugh	Fishers	IN	fishers@signgypsies.com
Tanna Becker	Greensburg	IN	greensburg@signgypsies.com
Dee Dee Colvin	Hobart	IN	hobart@signgypsies.com
LaCrea Harris	Indianapolis	IN	indianapolis@signgypsies.com
Morgan Nay	Kentuckiana	IN	kentuckiana@signgypsies.com
Amanda Baumgartner	Lawrence County IN	IN	lawrencecountyin@signgypsies.com
Deandrea Flick (operates in Ohio)	Lawrenceburg	IN	lawrenceburg@signgypsies.com
Ruby Tate	Morgan County	IN	morgancounty@signgypsies.com
Tesa Shannon Ewell & Duane Douglas Ewell	NE Indiana	IN	neindiana@signgypsies.com
Joann Edwards	New Castle	IN	newcastle@signgypsies.com
Malaina Smith	Noblesville	IN	noblesville@signgypsies.com
James Delange	NWI	IN	nwi@signgypsies.com
Kelli Rainey & Alyssa Schnautz	Posey County	IN	poseycounty@signgypsies.com
Mende Donnell	Seymour	IN	seymour@signgypsies.com
Amy Kiper	SoIN	IN	soin@signgypsies.com

Franchisee	Location	State	Email
Jane & William Brown	Southwest Indy	IN	swindy@signgypsies.com
Brenda Toney	Wabash Valley	IN	wabashvalley@signgypsies.com
Kristie Goehausen & Pauline Badalow	Zionsville	IN	zionsville@signgypsies.com
Brenda Haaga	Abilene KS	KS	abileneks@signgypsies.com
Paul & Lindsay Schnichels	Gardner	KS	gardner@signgypsies.com
Renee Olson & Stacy Johnson	Lawrence	KS	lawrence@signgypsies.com
Tanya Hanna	Leawood	KS	leawood@signgypsies.com
Sarah & Luke Smith	Ottawa and Beyond	KS	ottawaandbeyond@signgypsies.com
Jacqueline Wood	Salina Area	KS	salinaarea@signgypsies.com
Amanda Neugebauer & Stacy Watson	Southern Johnson County	KS	sojohnsoncounty@signgypsies.com
Shannon Heglin	SWKS	KS	swks@signgypsies.com
Brandi Davidson & Melanie Lindecrantz	Topeka	KS	topeka@signgypsies.com
Amanda Neugebauer & Stacy Watson	Western Johnson County	KS	westjoco@signgypsies.com
Ashley Berryhill	Wichita	KS	wichita@signgypsies.com
Jami & Chad Crepps	Bardstown	KY	bardstown@signgypsies.com
Elizabeth Hurst	Central KY	KY	centralky@signgypsies.com
Darrin Murriner	Cincinnati	KY	cincinnati@signgypsies.com
Jenny Jessie	Green River KY	KY	greenriverky@signgypsies.com
Deandrea Flick(operates in Ohio)	Hebron	KY	hebron@signgypsies.com
Lisa Seigle	Louisville	KY	louisville@signgypsies.com
Lauren Dunham	of Somerset	KY	somerset@signgypsies.com
Tracie Bottoms & Janet Moser	of the Bluegrass	KY	bluegrass@signgypsies.com
Tiffany Kely	Oldham County	KY	oldhamcounty@signgypsies.com
Elaine Farris	Paducah	KY	paducah@signgypsies.com
Jamie & Dustin Olivier	Acadiana	LA	acadiana@signgypsies.com
Allison Singletary	Allison	LA	sgbyallison@signgypsies.com
Kristen & Jeff Oalman	Ascension	LA	ascension@signgypsies.com
Nicole Dauzat & Chloe Dauzat	Avoyelles	LA	avoyelles@signgypsies.com
Aimee McPherson	Baton Rouge	LA	batonrouge@signgypsies.com
Misty & Joel Talley	Benton Bossier	LA	bentonbossier@signgypsies.com

Franchisee	Location	State	Email
Katherine & Brian David Mobley	Cenla	LA	cenla@signgypsies.com

Kim Mayes	DeRidder	LA	deridder@signgypsies.com
Angela & William Kimbrough	DeSoto Parish	LA	desoto@signgypsies.com
Derek & Velvet Duplechin	Hammond	LA	hammond@signgypsies.com
Chad & Nina Pitfield	Kenner	LA	kenner@signgypsies.com
Celeste Bourg	Larose	LA	larose@signgypsies.com
Nikki & Brian Spreen	Metairie	LA	metairie@signgypsies.com
Alexis Gaspard	Morgan City	LA	morgancity@signgypsies.com
Marion Dunn Smith	New Orleans	LA	neworleanseast@signgypsies.com
Kristen Sibley	New Roads	LA	newroads@signgypsies.com
Shellie York	Northeast Louisiana	LA	northeastlouisiana@signgypsies.com
Ashlee York & Alayna Boudreaux	Northshore	LA	northshore@signgypsies.com
Raven & Benford Slay	On the Cane	LA	onthecane@signgypsies.com
Kelly Phillips	Pelican Posts	LA	pelicanposts@signgypsies.com
Jamie & Dustin Olivier	Queen City	LA	queencity@signgypsies.com
Merideth Boyd	Ruston	LA	ruston@signgypsies.com
Emily & Cameron Jones, Martee & Seth Regg	Shreveport	LA	shreveport@signgypsies.com
Amy Fazzio & Samuel Fazzio	Slidell	LA	slidell@signgypsies.com
Darrell Winget, Mary Winget, & Tiffany Winget Ritchie	Southern Signs	LA	southernsigns@signgypsies.com
Mikalyn Castille	St Martin	LA	stmartin@signgypsies.com
Chad & Nina Pitfield	St. Charles	LA	stcharles@signgypsies.com
Vickie Bradford	St. James	LA	stjames@signgypsies.com
Charles La Craze Jr.	St. Landry	LA	stlandry@signgypsies.com
Julia Shaheen	SWLA	LA	swla@signgypsies.com
Leslie Oglesby & Audrey Harvey	Twin Cities	LA	twincities@signgypsies.com
Brooke Lillie	Westbank & the Parish	LA	westbankparish@signgypsies.com
Shellie York	Winnsboro	LA	winnsboro@signgypsies.com
Deana DeSilva	Hockomock MA	MA	hockomockma@signgypsies.com
April Lewis	Baldwin	MD	baldwin@signgypsies.com
Casey & Scott Taylor	Delmar	MD	delmar@signgypsies.com

Daphne & Ian O'Brien	MOCO	MD	moco@signgypsies.com
David W Stadler & Heather Stadler	Blue Water	MI	bluewater@signgypsies.com
Alicia Schultz	Downriver	MI	downriver@signgypsies.com
Brenda Blush	Fenton	MI	fenton@signgypsies.com
Jamie Holtz & Terri Boulanger	Michiana	MI	michiana@signgypsies.com
Morgan Jackson	Mid Michigan	MI	midmichigan@signgypsies.com
Lydia Loeschner & Natalie Mazzola	Oakland County	MI	oaklandcounty@signgypsies.com
Tami Wright & Kim Millin	Party Queens	MI	partyqueens@signgypsies.com
Sara Cocco	Saying it With a Sign	MI	sayingitwithasign@signgypsies.com
Roger Ratkowski	South Lyon/Milford	MI	southlyon@signgypsies.com
Sharon Nemeth, Shannon Sager, & Melissa Klein	Sterling	MI	sterling@signgypsies.com
Ginger Schneider	Traverse City	MI	traversecity@signgypsies.com
Wendy Witherspoon	Edina	MN	edina@signgypsies.com
Seth & Kristin Oldre	North Metro MN	MN	northmetromn@signgypsies.com
Brooke Becker	Southeast Minnesota	MN	southeastmn@signgypsies.com
Alexandra Reid	Twin Cities South	MN	mntwincitiessouth@signgypsies.com
Steven Lee & Nicole Lee	Waconia	MN	waconia@signgypsies.com
Monica Merickel	Wadena Area	MN	wadena@signgypsies.com
Miranda Janes & Austin Janes	Hannibal	MO	hannibal@signgypsies.com
Sherri Hankins & JoDee Meyer	Lake of The Ozarks	MO	lakeoftheozarks@signgypsies.com
Sarah Schneider	Liberty/KC Northland	MO	liberty@signgypsies.com
Erica Coppinger	MidTown KC	MO	midtownkc@signgypsies.com
Shelby Coxon	North Independence	MO	northindependence@signgypsies.com
Elizabeth Beatty	North Kansas City	MO	kansascity@signgypsies.com
Jill Teale	South Metro KC	MO	southmetrokc@signgypsies.com
Hillary & Matt Wright	St. Louis	MO	stlouis@signgypsies.com
Rebecca Spain	Table Rock Lake	MO	tablerocklake@signgypsies.com
Jordyn McNulty & Chad McNulty	Wentzville	MO	wentzville@signgypsies.com
Kayla Wallace	Central Mississippi	MS	centralmississippi@signgypsies.com
Kayla Phillipson & Andrea Phillipson	Florence	MS	florence@signgypsies.com
Kristin Hudson	Golden Triangle	MS	goldentriangle@signgypsies.com
Mindi Guin	Itawamba Monroe	MS	itawambamonroe@signgypsies.com

Andrea Phillipson & Kayla Phillipson	Jackson Metro	MS	jacksonmetro@signgypsies.com
Lyn Fortenberry Jenkins & Karri Simpson	Miss-Lou	MS	misslou@signgypsies.com
Keilah Weathersby	Mississippi Delta	MS	mississippidelta@signgypsies.com
Lisa Killebrew & Stephanie Emmer	MS Gulf Coast	MS	msgulfcoast@signgypsies.com
Deana & William Riffe & Branden Holly	North Mississippi	MS	northmississippi@signgypsies.com
Brandon & Christina Mohler	Ocean Springs	MS	oceansprings@signgypsies.com
Erin Williams & Jordan Kilpatrick Williams (operates in Louisiana)	Pearl River County	MS	pearlrivercounty@signgypsies.com
Mandy Adams	Pinebelt	MS	pinebelt@signgypsies.com
Ashley Casey	Tate Panola	MS	tatepanola@signgypsies.com
Dana Hobby	Tupelo	MS	tupelo@signgypsies.com
Elizabeth Johnston	Bozeman	MT	bozeman@signgypsies.com
Dave Snuggs & Karen Schaeter	Cascade County	MT	cascadecounty@sighgypsies.com
Missy Adams	Apex	NC	apex@signgypsies.com
Ginny Martin	Beaufort County	NC	beaufortcounty@signgypsies.com
Gail Howard & Christin Howard	Davie	NC	davie@signgypsies.com
Payge Snow, Janel Kidd, & Eli Williams	Dobson	NC	dobson@signgypsies.com
Sherene Bitar	Durham-Chapel Hill	NC	durhamchapelhill@signgypsies.com
Keely & Cody Davis	Goldsboro/Kinston	NC	goldsboro@signgypsies.com
Nicole Edwards	Greensboro	NC	greensboro@signgypsies.com
Jessica Reese	Hickory	NC	hickorync@signgypsies.com
Nicole Weidenhammer	JoCo	NC	joco@signgypsies.com
Alison & Toby Henrickson	Lake Norman	NC	lakenorman@signgypsies.com
Shelly Cook & Kayla Terry	Lenoir	NC	lenoir@signgypsies.com
Kayla Cook & Shelley Cook	Lincolnton	NC	lincolnton@signgypsies.com
Lindsey Kiral	Locust/Albemarle	NC	locustalbemarle@signgypsies.com
Jessica & Nick Reese	Morganton	NC	morganton@signgypsies.com
Leann White	Nashville NC	NC	nashvilleNC@signgypsies.com
Robin Midgett	New Bern	NC	newbern@signgypsies.com
Chrissy & Delano Santos	North Charlotte	NC	charlotte@signgypsies.com
Christopher George Keown	North Wake	NC	northwake@signgypsies.com
Mallory Thomas & Dustin Thomas	OBX and IBX	NC	obx@signgypsies.com

Janet Wilson-Russell	Of The Sandhills & Uwharries	NC	sandhills@signgypsies.com
Lori Winfield	Pitt County	NC	pittcounty@signgypsies.com
Patricia Malekar	South Charlotte	NC	southcharlotte@signgypsies.com
Jessica Clements	Triad	NC	triad@signgypsies.com
Melissa Allen	Wilmington	NC	wilmington@signgypsies.com
Julie Moore	Wilson/Rocky Mount	NC	wilson.rockymount@signgypsies.com
Lauren Hogue	Columbus NE	NE	columbusNE@signgypsies.com
Trisha Stout	Dawson County NE	NE	dawsoncounty@signgypsies.com
Lori Meyer & Melissa Michelle Underwood	Lincoln Nebraska	NE	lincolinnebraska@signgypsies.com
Sheryl Gilbert	Norfolk	NE	norfolk@signgypsies.com
Tracy & Kaily Bargmann	North Platte	NE	northplatte@signgypsies.com
Hailey Drahota	of Saunders County	NE	saunderscounty@signgypsies.com
Kristin Epps Martinez & Angelina Giles	Omaha	NE	omaha@signgypsies.com
Chris & Tiffany Kreikemeier	West Point	NE	westpoint@signgypsies.com
Terri & Luke Carlson	York	NE	york@signgypsies.com
Kim Mosser Knapp	Haddonfield	NJ	haddonfield@signgypsies.com
Lorelei Reid	Monmouth	NJ	monmouth@signgypsies.com
William & Sarah Martz	Swedesboro	NJ	swedesboro@signgypsies.com
Vicki & Mike Marra	Albuquerque	NM	albuquerque@signgypsies.com
Alexandria Gomez	Las Vegas	NV	lasvegas@signgypsies.com
Tara & Peter Fontano	Reno	NV	reno@signgypsies.com
Nicole Dipaola, Valentino Dipaola, Theresa Re, & Thomas Gaetano Re	Long Island	NY	longisland@signgypsies.com
Brianna Taylor	Northern NY	NY	northernny@signgypsies.com
Ronald G Harkins II & Nicole Landen	WNY	NY	wny@signgypsies.com
Leslie A. Sherman	419	OH	419@signgypsies.com
Chrystal Grasso	440	OH	440@signgypsies.com
Justin Kibler	740	OH	740@signgypsies.com
Chelcee & Sean Collins	55 Designs	OH	55designs@signgypsies.com
Ashley Wheadon & Nijah Sullivan	Cleveland	OH	cleveland@signgypsies.com
Maria McLaughlin	Cleves	OH	cleves@signgypsies.com
Pam Smutney	Country Roads	OH	countryroads@signgypsies.com

Kelly Rantt & Heather Lantz	Del-Co	OH	delco@signgypsies.com
Logan Wells	East Columbus	OH	eastcolumbus@signgypsies.com
Valerie Durkle	Greater Dayton	OH	greaterdayton@signgypsies.com
Daneen & Matthew Warton	Lake Erie	OH	lakeerie@signgypsies.com
Lacy DeMastry	Lancaster	OH	lancaster@signgypsies.com
Jennifer Velasquez	Lima	OH	lima@signgypsies.com
Meghan Ryder	Mason	OH	mason@signgypsies.com
Kadance Vanwey	Muskingum County	OH	muskingumcounty@signgypsies.com
Christine Fannin	Northern Franklin County	OH	northernfranklinco@signgypsies.com
Clair Brechbill & Dan Brechbill	of Stark County	OH	hartville@signgypsies.com
Molly Bianco	Ohio Valley	OH	ohiovalley@signgypsies.com
Amanda Kredel	South Central Ohio	OH	614to740@signgypsies.com
Talia Stewart & Rainier Reyes	Summit County OH	OH	summitcounty@signgypsies.com
Alisa Blake	Washington/Morgan County	OH	sgwashmoco@signgypsies.com
Mary Lou Eick & Amy Marinello	Wayne County	OH	waynecounty@signgypsies.com
Mike Rice & Glorymar Querales	Broken Arrow	OK	brokenarrow@signgypsies.com
Courtney Dennis, Alyssa Niedens, & Courtni Cornell	Duncan	OK	duncan@signgypsies.com
Sallie & Josh Sells	Edmond	OK	edmond@signgypsies.com
Bianca Venters-Williams	Forest Park NE OKC	OK	forestparkneokc@signgypsies.com
Dave & Kristy Garrett	Midtown Tulsa	OK	midtowntulsa@signgypsies.com
Tracey & Kermit Kay	Midwest City	OK	midwestcity@signgypsies.com
Meagan McLain & Jamie Hill	Mustang, W OKC, Tuttle	OK	mustangwestokc@signgypsies.com
Erin Navarro	Norman	OK	norman@signgypsies.com
Shasta Yost	NW Oklahoma	OK	nwoklahoma@signgypsies.com
Meagan McLain & Jamie Hill	OKC Metro	OK	okcmetro@signgypsies.com
Kayla Bailey	Prague/Okemah	OK	pragueokemah@signgypsies.com
Amber & Gary Derk	Shawnee	OK	shawnee@signgypsies.com
Nickie Henson	Southern Oklahoma	OK	southernoklahoma@signgypsies.com
Samantha Box & Cory Box	South Tulsa	OK	southtulsa@signgypsies.com
Shasta Yost	Stillwater	OK	stillwater@signgypsies.com
Andrea Stoops & Hanna Perez	SW Oklahoma	OK	southwestoklahoma@signgypsies.com
Debbie Franks	Berks County	PA	berkscounty@signgypsies.com
Amy & John Busa	Bucks County	PA	buckscounty@signgypsies.com

Jessica Mago & Courtney Baehr	Butler	PA	butler@signgypsies.com
Kara Johnsen	Carlisle York	PA	carlisleyork@signgypsies.com
Jessica Walker	Gettysburg/Westminster	PA	gettysburgwestminster@signgypsies.com
Katie Ibberson	Harrisburg/Hershey	PA	harrisburghershey@signgypsies.com
Jessica & Jerod D. Mickelson	LeHigh Valley	PA	lehighvalley@signgypsies.com
Tarsha Scovens	MontCo	PA	montco@signgypsies.com
Jocelyn Spencer	North Country	PA	northcountry@signgypsies.com
Jacki Landis	On the Run	PA	ontherun@signgypsies.com
Andrew & Elizabeth Reed	Shippensburg	PA	shippensburg@signgypsies.com
Ashley Massey	Shrewsbury	PA	shrewsbury@signgypsies.com
Lauren Sciarretta	Southeast PA	PA	southeastpa@signgypsies.com
Elizabeth D. Nahm, Emily Kraska, & Kathryn Pinkston	Steel City	PA	steelcity@signgypsies.com
Ashley & Justin Cottone	Westmoreland	PA	westmoreland@signgypsies.com
Eric Weiner	Ocean State	RI	oceanstate@signgypsies.com
Kristy & Brandon Rascoe	A Sign Of Good Times	SC	asignofgoodtimes@signgypsies.com
Krystal Hutto	Aiken	SC	aiken@signgypsies.com
Gianina Hayes	Camden	SC	camden@signgypsies.com
Jacqueline Davis	Charleston	SC	charleston@signgypsies.com
Whitney Suggs	Florence SC	SC	florencesc@signgypsies.com
Jennifer Bodge	Grand Strand	SC	grandstrand@signgypsies.com
Carrie & Malav Trivedi	Lake Murray	SC	lakemurray@signgypsies.com
Haylee & Don Anderson	Lexington SC	SC	lexingtonsc@signgypsies.com
Brooke McKee	Midstate	SC	midstate@signgypsies.com
Brittany McSparran	Moncks Corner	SC	monckscorner@signgypsies.com
Brett Vaughn	Spartanburg	SC	spartanburg@signgypsies.com
Christopher Malsom & Jordan Kjellsen	Aberdeen	SD	aberdeensd@signgypsies.com
Andrea Vetos & Tami Saugstad	Big Sioux	SD	bigsioux@signgypsies.com
Gregg Kelly & Meghan Kelly	Brookings Area	SD	brookingsarea@signgypsies.com
Jan Seibel	Dakotas	SD	dakotas@signgypsies.com
Andrea Vetos & Tami Saugstad	Sioux Falls East	SD	siouxfallseast@signgypsies.com
Andrea Vetos & Tami Saugstad	Siouxland	SD	siouxland@signgypsies.com
Kelly Whitesides	Bartlett	TN	bartlett@signgypsies.com

Tamptha Cheairs	Bolivar	TN	bolivar@signgypsies.com
William Jones & Karitsa Jones	Chattanooga	TN	chattanooga@signgypsies.com
Jessica Johnson & Melinda Beasley	Clarksville	TN	clarksville@signgypsies.com
Vickie Cofer	Columbia	TN	columbia@signgypsies.com
Heather Louallen & Tabathia Parks	Country Confetti	TN	countryconfetti@signgypsies.com
Tammy Burgner	Greene County TN	TN	greenecountytn@signgypsies.com
Kellie Roman	Jackson TN	TN	jackson@signgypsies.com
Terry Pendergist	Johnson City	TN	johnsoncity@signgypsies.com
Jennifer Parsons	Kingsport Bristol	TN	kingsport@signgypsies.com
Ashley Sullivan	Middle Tennessee	TN	middletennessee@signgypsies.com
Heather McCroskey & Clinton McCroskey	Nashville	TN	nashville@signgypsies.com
Sheila Leopper	North Knox	TN	northknox@signgypsies.com
Lindsey Hinds-Brown	North Williamson	TN	northwilliamson@signgypsies.com
Brandy Motley	Oakland	TN	oakland@signgypsies.com
Lucy Shular & Bobby Joe Shular	Sevier	TN	sevier@signgypsies.com
Daffney Eddins	Shelbyville/Manchester & Surroundings	TN	shelbyville@signgypsies.com
Rachel Vaughn & Monica Nickell	South Wilco	TN	southwilco@signgypsies.com
Jessica & John Craig	Tipton County	TN	tiptoncounty@signgypsies.com
Jill Peterson	West Knox	TN	westknox@signgypsies.com
Heather Louallen & Tabathia Parks	West Nashville	TN	westnashville@signgypsies.com
Tosha Evans	Abilene	TX	abilene@signgypsies.com
Seth Wilkes & Danielle Wilkes	Alamo Heights	TX	alamoheights@signgypsies.com
Liska Teaff	Allen	TX	allen@signgypsies.com
Justine Blackwell	Alvin	TX	alvin@signgypsies.com
Carrie Brennan	Anna & Melissa	TX	annamelissa@signgypsies.com
Noele Ames	Argyle	TX	argyle@signgypsies.com
Jessica Milam & Christopher Milam	Aubrey	TX	aubrey@signgypsies.com
Olivia Baja	Azle	TX	azle@signgypsies.com
Larissa Haynes	Northwest Beltway	TX	nwbeltway@signgypsies.com
Rachel & William Hodges	Brenham	TX	brenham@signgypsies.com
Krista Beard & Andrew Jackson	Bryan/College Station	TX	bryan@signgypsies.com
Amanda Thomas	Buda	TX	buda@signgypsies.com

Kristen Yates	Burleson	TX	burleson@signgypsies.com
Magdalena (Maggie) Paz	Celina	TX	celina@signgypsies.com
Jaslyn Silva, Judith Silva, & Saul Silva	Central Houston	TX	centralhouston@signgypsies.com
Eddie Norton, Shelbie Norton & BreeAnna Norton	Cleburne	TX	cleburne@signgypsies.com
Susan Slempp	Columbus TX	TX	columbustx@signgypsies.com
Susie Pedersen	Coppell	TX	coppell@signgypsies.com
Christin “Lea” Hall	Crossroads	TX	crossroads@signgypsies.com
Katherine Clark	Cypress	TX	cypress@signgypsies.com
Cassandra Wooten	Dayton/Liberty	TX	daytonliberty@signgypsies.com
Scott Chamberlain & Shiela Chamberlain	Deer Park	TX	deerpark@signgypsies.com
Heather Burns & Christopher Burns	Denton	TX	denton@signgypsies.com
Kristen Fain	Dripping Springs	TX	drippingsprings@signgypsies.com
Garret Moseley & Elizabeth Henson	EXT	TX	etx@signgypsies.com
Kassie Box	Forney	TX	forney@signgypsies.com
Becky & Taylor Smith	Fort Worth/HEB	TX	fortworth@signgypsies.com
Anne McCoy	Fulshear-Richmond	TX	fulshear_richmond@signgypsies.com
Melanie Buck	Galveston	TX	galveston@signgypsies.com
Kassie Box	Garland/Mesquite	TX	garland@signgypsies.com
Haley & James Smisek	Greenville	TX	greenville@signgypsies.com
Stephanie Pickett	Gunter	TX	gunter@signgypsies.com
Jerae Standley	Henderson	TX	henderson@signgypsies.com
Ronda Havins & Lindsay Chandler	Hereford	TX	hereford@signgypsies.com
Nicole Smith Weldon James Smith	Hill Country	TX	hillcountry@signgypsies.com

Lorie Lindsey	Huffman Porter	TX	Montgomery@signgypsies.com
Michell Western	Humble Kingwood	TX	humble@signgypsies.com
Lezlie Parish	Huntsville	TX	huntsville@signgypsies.com
Sharon St. Pierre Crowe & Maddy Crowe	Jacksonville	TX	jacksonville@signgypsies.com
Lacy Pinkelman	Jasper/Kirbyville	TX	jasperkirbyville@signgypsies.com
Staci & Sabrina Bull	Jersey Village	TX	jerseyvillage@signgypsies.com
Melissa Ellerbe	Katy	TX	katy@signgypsies.com

Jennifer Cooper	Keller	TX	keller@signgypsies.com
Shenae Guerrero & Dominique Zamora	Kleberg	TX	kleberg@signgypsies.com
Amanda Morrison	La Grange	TX	lagrange@signgypsies.com
Jennifer Rogers	Lake Conroe	TX	Lakeconroe@signgypsies.com
Candice DeShazo	Lakeway	TX	lakeway@signgypsies.com
Kyrsten Breaux	League City	TX	leaguecity@signgypsies.com
Miranda Crowell	Lewisville	TX	lewisville@signgypsies.com
James Black & Cindy Black	Lumberton/Beaumont	TX	lumbertonbeaumont@signgypsies.com
Jennifer Rogers	Magnolia	TX	magnolia@signgypsies.com
Debi Harrell & Denton Redford	Mansfield/South Arlington	TX	mansfieldarlington@signgypsies.com
Carol & Harold Henderson	Marble Falls	TX	marblefalls@signgypsies.com
Alexis Herod & Scot Herod	McKinney	TX	mckinney@signgypsies.com
Hannah Hux	Milam County	TX	milamcounty@signgypsies.com
Lori Hackfeld	Mont Belvieu	TX	montbelvieu@signgypsies.com
Karrissa Theret & Danielle Emmerling	Nacogdoches/Lufkin	TX	naclufkin@signgypsies.com
Emily McMillan	Navarro County & Ennis	TX	navarrocountyennis@signgypsies.com
Stephanie Moore	NE Texas	TX	northeasttexas@signgypsies.com
Patti Jan	Needville	TX	needville@signgypsies.com
Marlene Visiko	New Braunfels	TX	newbraunfels@signgypsies.com
Shawnda Henry	North ATX	TX	northatx@signgypsies.com
Corey Edwards	North Dallas	TX	ndallas@signgypsies.com
Brandi Davidson & Tina Walker	North Richland Hills	TX	northrichlandhills@signgypsies.com
Brian Head	Northwest San Antonio	TX	nwsanantonio@signgypsies.com
Alesha Virgadamo & Jason Virgadamo	NW Houston	TX	nwhouston@signgypsies.com
Audra Wright & Corley Latham	Of The Brazos River	TX	ofthebrazosriver@signgypsies.com
Channah Williams	Orange County TX	TX	orangecountytx@signgypsies.com
Charla Higginbotham & Robert Higginbotham	Palestine-Crockett	TX	palestinecrockett@signgypsies.com
Stacie Frye	Palo Pinto/Erath County	TX	palopintocounty@signgypsies.com
Keely Smith	Piney Woods	TX	pineywoods@signgypsies.com
Corey Edwards	Plano	TX	plano@signgypsies.com
Carrie Brennan	Princeton	TX	princeton@signgypsies.com

Lindsay Spriggs	Prosper	TX	prosper@signgypsies.com
Sarah Hernandez	Red River Valley	TX	redriver@signgypsies.com
Rebecca Quintero-Gloria	RGV	TX	rgv@signgypsies.com
Courtney Younts	Richardson	TX	richardson@signgypsies.com
Doni Todd & John Charles Todd	Rockwall County	TX	rockwallcounty@signgypsies.com
Kris & Michael Hampton	San Antonio West	TX	sanantoniowest@signgypsies.com
Dalinda Yarbrough	Sanger	TX	sanger@signgypsies.com
Taylor & Taylor Lenzmeier	South Plains	TX	southplains@signgypsies.com
Monica McCann	Southwest Houston	TX	swhouston@signgypsies.com
Sicily McCambridge	Sugarland & Memorial	TX	sugarland@signgypsies.com
Heather Friddle	Sulphur Springs	TX	sulphursprings@signgypsies.com
Shelby Willis	Texoma	TX	texoma@signgypsies.com
Lisa Hagebusch	The Woodlands/Spring	TX	spring@signgypsies.com
Amelia Pratka	Tyler	TX	tyler@signgypsies.com
Lesley Winget	Waco	TX	waco@signgypsies.com
Katherine Clark	Waller	TX	waller@signgypsies.com
Jennifer Reininga	Weatherford/Granbury & Surrounding	TX	N/A
Lisa Garbe	West	TX	west@signgypsies.com
Gabi Yaws	West Columbia	TX	westcolumbia@signgypsies.com
Heather Burns & Christopher Burns	West Frisco	TX	westfrisco@signgypsies.com
Staci & Sabrina Bull	West Houston	TX	westhouston@signgypsies.com
Noele Ames	Trophy Club	TX	trophyclub@signgypsies.com
Tarvarus & LaTishia Sanders	Wichita Falls	TX	wichitafalls@signgypsies.com
Kelly Caddell Gholston	Willis	TX	willis@signgypsies.com
Elizabeth Morgan	Wilson County	TX	wilsoncounty@signgypsies.com
Ashley Dunlap	Wise County	TX	wisecounty@signgypsies.com
Heather Friddle & Steve Wyatt	Wood County	TX	woodcounty@signgypsies.com
Cherie Phillips	Wylie/Rowlett	TX	wylierowlett@signgypsies.com
Madison & Jackson Martinez, Kelly Martinez & Angela Martinez	Bountiful	UT	bountiful@signgypsies.com
Steffanie Burton	Box Elder	UT	boxelder@signgypsies.com
Whitney Roper	Cache Valley	UT	cachevalley@signgypsies.com
Dawnia Wood	East Salt Lake Valley	UT	castsaltlake@signgypsies.com

Gwendalyn Jones	Richfield	UT	richfield@signgypsies.com
Dawnia Wood	Southwest Salt Lake Valley	UT	swsaltlakevalley@signgypsies.com
Bridget Hutchings	St. George	UT	stgeorge@signgypsies.com
Jill Brown & Shelby Dennis	Summit County	UT	summitcountyut@signgypsies.com
Danette Brooks & Sheri Allen	The Basin	UT	thebasin@signgypsies.com
Dawnia Wood	Tooele County	UT	tooelecounty@signgypsies.com
Dawnia Wood	Utah County	UT	utahcounty@signgypsies.com
Angela Berg	Wasatch County	UT	wasatchcounty@signgypsies.com
Jeremy & Adrene Wike	Weber-Davis	UT	weberdavis@signgypsies.com
John Mairs & Tiffany Mairs	Bristow	VA	bristow@signgypsies.com
N.J. Jean-Jacques & Donald S. Jean-Jacques	Central Potomac	VA	potomac@signgypsies.com
Chelcee & Sean Collins (operates in Ohio)	Chesterfield	VA	chesterfield@signgypsies.com
Kim Green	FXBG	VA	fxbg@signgypsies.com
Pamela Ross	Henrico-Metro RVA	VA	henricometrorva@signgypsies.com
Elizabeth Gegenheimer	James River	VA	jamesriver@signgypsies.com
Jennifer Parsons	Kingsport Bristol	VA	kingsport@signgypsies.com
Keefe Spriggs & Kasey Spriggs	Kingstowne	VA	kingstowne@signgypsies.com
Leigh Rooke	Mechanicsville	VA	mechanicsville@signgypsies.com
Robin Burkhart & Debby Scaggs	NOVA	VA	nova@signgypsies.com
Denell Gegenheimer	Richmond	VA	richmond@signgypsies.com
Lauren Burgess & Amanda Waldron	Roanoke	VA	roanoke@signgypsies.com
Erika & Richard Dellinger	Southern VA	VA	southernva@signgypsies.com
Justin Kirkpatrick & Lauren Kirkpatrick	Virginia Beach	VA	virginiabeach@signgypsies.com
Shelley Sears & Tracy Easley Tolson	Gig Harbor	WA	gigharbor@signgypsies.com
Carolyn Suarez & Maggie Moore	Olympia	WA	olympia@signgypsies.com
Kirsten Wahlman	Seattle	WA	seattle@signgypsies.com
Mindee Prichard	Snoqualmie Valley	WA	snoqualmievalley@signgypsies.com
Dominique Koontz	Spokane	WA	spokane@signgypsies.com
Robin Wojtanik	Tri-Cities	WA	tricity@signgypsies.com
Shelley Aaholm	Fox Cities	WI	foxcities@signgypsies.com
Kellie Lunenburg	Janesville	WI	janesville@signgypsies.com
Melissa Guld	Madison WI	WI	madisonwi@signgypsies.com

Jaimie L. Domagala	Twin Ports	WI	twinports@signgypsies.com
Sarah Mork	Waukesha County	WI	waukeshacounty@signgypsies.com
Sherry McPherson & Stacey Amos	Mid Ohio Valley	WV	midohiovalley@signgypsies.com
Alisa Blake	Washington/Morgan County	WV	washmoco@signgypsies.com
Tazmyn Holloway	307	WY	307@signgypsies.com

LIST OF FORMER FRANCHISEES AS OF DECEMBER 31, 2025

Franchisee	Location Name	State	Email
Mark & Cheryl Farthing	Huntsville AL	AL	huntsvilleAL@signgypsies.com
Carol Lillie & Renee Lillie	Benton Bryant	AR	signgypsiesb.b@gmail.com
Nicole Gillespie	Chandler	AZ	chandler@signgypsies.com
Danielle Healy	North Phoenix	AZ	northphoenix@signgypsies.com
Lisa Welchert	Scottsdale	AZ	scottsdale@signgypsies.com
Michelle Higa & James Hsu	Fremont	CA	fremont@signgypsies.com
Donte Dyer & Rosa Dyer	Inland Empire	CA	inlandempire@signgypsies.com
Austin Brown & Dana Brown	San Diego - North County	CA	sandiegonorthcounty@signgypsies.com
Amanda Lopez	South Bay/NorCal	CA	southbaynorcal@signgypsies.com
Monica Crum	Castle Rock	CO	castlerock@signgypsies.com
Lani & Tyler Mobley	Baker County	FL	bakercounty@signgypsies.com
Verna Graham	Hardee, Polk, Highlands	FL	hardeepolkhighlands@signgypsies.com
Marcus Moise & LaKisha Moss	Miami-Dade	FL	miamidade@signgypsies.com
Liz Hogan	North Tampa	FL	northtampa@signgypsies.com
Kelly Marini & Karlie Marini	Oviedo	FL	oviedo@signgypsies.com
Stephanie Byrne	Tampa	FL	tampa@signgypsies.com
Deborah Meador	Crisp	GA	crisp@signgypsies.com
Valerie Wright & Edward Wright III	McDonough	GA	mcdonough@signgypsies.com
Earllette Frye & Earlletheia Williams	Tift County Area	GA	tiftcounty@signgypsies.com
Miranda Watson	Maui	HI	maui@signgypsies.com
Emily Cleveringa	Siouxland	IA	emylee85@gmail.com
Sunny Baker	By Sunny	IN	sgbysunny@signgypsies.com
Joseph Aaron Hutchison & Melissa Burns-Hutchison	Central Indiana	IN	southcentralin@signgypsies.com
Amy Miles	Marion IN	IN	marionin@signgypsies.com

Franchisee	Location Name	State	Email
Alicyn Weir & Taylor Weir	Muncie	IN	muncie@signgypsies.com
Erica Aymond	Ville Platte	LA	villeplatte@signgypsies.com
Kristin Vaughan	Cecil	MD	cecil@signgypsies.com
Michelle Jackson	Howard County	MD	howardcounty@signgypsies.com
Robin Town	Middle of the Mitten	MI	middleofthemitten@signgypsies.com
Crystal Ferguson	Plymouth-Canton	MI	plymouthcanton@signgypsies.com
Markeisha Washington	South Oakland County	MI	southoaklandcounty@signgypsies.com
Nicole Robinson	East Twin Cities	MN	easttwincities@signgypsies.com
Grace Wagner	Park Rapids	MN	parkrapids@signgypsies.com
Jodi Albers	417	MO	417@signgypsies.com
Sara Vandiver	Lafayette County MO	MO	lafayettecountymo@signgypsies.com
Leila Harvey	Flathead Valley	MT	flatheadvalley@signgypsies.com
April Smith	Asheville	NC	asheville@signgypsies.com
Valerie & Matthew Reed	of Cumberland County	NC	cumberlandcounty@signgypsies.com
Phillip Blue & Sherita Blue	of the Sandhills	NC	ofthesandhills@signgypsies.com
Kimberly Bartram	Fargo	ND	fargo@signgypsies.com
Christine Cura	Hunterdon County	NJ	hunterdoncounty@signgypsies.com
Christa Randall	Henderson NV	NV	hendersonnv@signgypsies.com
Mary Lou Eick	Ashland	OH	ashland@signgypsies.com
Anita Huff & Victoria Lynn Barger	Hamilton-Oxford	OH	hamiltonoxford@signgypsies.com
Julie Britton	Richland County	OH	richlandcounty@signgypsies.com
Carmen Chloupek	Magnolia Row	OK	magnoliarow@signgypsies.com
Chelsea Hendon	McCurtain County	OK	mccurtaincounty@signgypsies.com
Leslie Guthery, Blu Guthery, & Tammy Roberts	Owasso	OK	owasso@signgypsies.com
Patricia England & Debbie House	the Heart of OK	OK	theheartofok@signgypsies.com
Tammie & Benjamin Mastrofilippo	ABE	PA	abe@signgypsies.com
Alan Kanouff & Melody Kanouff	Blair	PA	blair@signgypsies.com
Chrisy Rupert	Indy West	PA	indywest@signgypsies.com
Kiesha Hardy	NE Columbia SC	SC	NEcolumbiaSC@signgypsies.com
Kimberly Irby	of Sumter	SC	sumter@signgypsies.com
Rosetta Gooden	Orangeburg County	SC	orangeburgcounty@signgypsies.com
Bonnie & Adam McClain	Simpsonville	SC	simpsonville@signgypsies.com

Franchisee	Location Name	State	Email
Mindy Hubble	Upstate	SC	upstate@signgypsies.com
Dawn Walz	605	SD	605@signgypsies.com
Hillary Harvey	423	TN	423@signgypsies.com
Teresa Stroud	East Tennessee	TN	easttennessee@signgypsies.com
Casey Carter & Amanda Tyrell Cook	Hartsville	TN	hartsville@signgypsies.com
Juan & Marlin Garza	Murfreesboro	TN	murfreesboro@signgypsies.com
April & Jose Luis Bonilla	Somerville	TN	somerville@signgypsies.com
Lori Moon	Alvarado Everman	TX	alvarado@signgypsies.com
Velvet Goonan	Bell County	TX	bellcounty@signgypsies.com
Elena Ventimiglia	Blanco	TX	blanco@signgypsies.com
Scott Chamberlain	East Houston	TX	easthouston@signgypsies.com
Katie Kunz	El Campo	TX	elcampo@signgypsies.com
Brandi Rhodes	Limestone/Freestone County, Texas	TX	limestonefreestone@signgypsies.com
Jackie Irvin	Midessa	TX	midessa@signgypsies.com
Andrea DeCola & Michele Pilot	Northside-Boerne	TX	northsideboerne@signgypsies.com
Joan Jaimes	San Antonio South	TX	sanantoniosouth@signgypsies.com
Misty Vaughan	Scurry	TX	scurry@signgypsies.com
Paige Southern	White Rock Lake	TX	whiterock@signgypsies.com
Aaron Schimbeck & LexyRose Hardy	Cedar City	UT	cedarcity@signgypsies.com
Lisa Behrndt	Vanc-Camas	WA	vancouvercamas@signgypsies.com
Carla Phelps	BooDell	WI	boodell@signgypsies.com
Shannon Lopez & Alyssa Haertel	MKE	WI	mke@signgypsies.com
Shannon Brady	Western Wisconsin	WI	westernwisconsin@signgypsies.com
Kristie Wolfe	Morgantown	WV	morgantown@signgypsies.com

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT G

**STATE-SPECIFIC RIDERS
TO THE FRANCHISE AGREEMENT**

**RIDER TO THE SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN CALIFORNIA**

For purposes of complying with the requirements of California law, including the California Franchise Investment Law, Sign Gypsies Franchising, LLC (“**Franchisor**”) and _____ (“**Franchisee**”), hereby amend the Franchise Agreement between them dated _____ (the “**Franchise Agreement**”) as follows:

1. 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.
2. The following sentence in Section 6.7. of the Franchise Agreement is removed in its entirety: “You acknowledge that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect you from losses in connection with the Franchised Business.”
3. Sections 15.1. and 15.2. of the Franchise Agreement are removed in their entireties.
4. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.
5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment, intending for it be effective on the “Effective Date” identified in the Franchise Agreement.

FRANCHISOR:

SIGN GYPSIES FRANCHISING, LLC, a
Texas limited liability company

By: _____
Title: _____

FRANCHISEE

**(IF CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP):**

[Name]

By: _____
Title: _____

(IF INDIVIDUAL):

[Signature]

[Print Name]

**RIDER TO THE SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN HAWAII**

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.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR:

SIGN GYPSIES FRANCHISING, LLC, a
Texas limited liability company

By: _____
Title: _____

FRANCHISEE

**(IF CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP):**

[Name]

By: _____
Title: _____

(IF INDIVIDUAL):

[Signature]

[Print Name]

**RIDER TO THE SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN ILLINOIS**

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR:

SIGN GYPSIES FRANCHISING, LLC, a
Texas limited liability company

By: _____
Title: _____

FRANCHISEE

**(IF CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP):**

[Name]

By: _____
Title: _____

(IF INDIVIDUAL):

[Signature]

[Print Name]

**RIDER TO THE SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

Sections 2.2. and 9.2 of the Franchise Agreement are modified as follows:

A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Section 15.2. of the Franchise Agreement (“No Representations; No Reliance”) is deleted in its entirety.

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.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR:

SIGN GYPSIES FRANCHISING, LLC,
a Texas limited liability company

By: _____
Title: _____

FRANCHISEE

**(IF CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP):**

[Name]

By: _____
Title: _____

(IF INDIVIDUAL):

[Signature]

[Print Name]

**RIDER TO THE SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

This Rider (the “**Rider**”) is made and entered into as of this _____ day of _____, 20__ (the “**Agreement Date**”), between **SIGN GYPSIES FRANCHISING, LLC**, a Texas limited liability company, with its principal mailing address at 601 S. Ohio Drive, Celina, Texas 75009 (“**Franchisor**”), and _____, whose principal business address is _____ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the SIGN GYPSIES franchise that Franchisee will operate under the Franchise Agreement will be located in **Minnesota**; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in **Minnesota**.

2. Section 7 of the Franchise Agreement is amended so that Section 7.6 is added and will state:

The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols (“Marks”) or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. **Minnesota Law.** The following paragraphs are added to the end of the Franchise Agreement:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require 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 with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor 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. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce

any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR:

SIGN GYPSIES FRANCHISING, LLC, a
Texas limited liability company

By: _____
Title: _____

FRANCHISEE

**(IF CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP):**

[Name]

By: _____
Title: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

[Signature]

[Print Name]

**RIDER TO THE SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN NEW YORK**

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 DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, 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 to be 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 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.

4. 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.

5. 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.

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, 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.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR:

SIGN GYPSIES FRANCHISING, LLC, a
Texas limited liability company

By: _____
Title: _____

FRANCHISEE

**(IF CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP):**

[Name]

By: _____
Title: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

[Signature]

[Print Name]

**RIDER TO THE SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN NORTH DAKOTA**

In recognition of the requirements of the North Dakota law, including the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, Sign Gypsies Franchising, LLC (“**Franchisor**”) and _____ (“**Franchisee**”), hereby amend the Franchise Agreement between them dated _____ (the “**Franchise Agreement**”) as follows:

1. The following provision is added to the end of the Franchise Agreement as new Article 15:
 - A. Restrictive Covenants: All covenants restricting competition are subject to Section 9-08-06, N.D.C.C. which currently provides that a contract by which anyone is restrained from exercising a lawful profession, trade, or business of any kind is to that extent void, with limited exceptions.
 - B. Situs of Arbitration Proceedings: Any provision requiring that the parties agree to mediate or arbitrate disputes at a location that is remote from the site of the franchisee's business is void, subject to the possible application of the Federal Arbitration Act, 9 US Code §§1–14.
 - C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota is void.
 - D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties is void.
 - E. Applicable Laws: Any provision specifying that the franchise agreement is to be governed by the laws of a state other than North Dakota is void to the extent that it would deprive Franchisee, if Franchisee is a North Dakota resident, of any substantive rights intended to be afforded to North Dakota residents.
 - F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury is void.
 - G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages is void.
 - H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal of a franchise is void.
2. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17 applicable to the provisions are met independently without reference to this Amendment.
3. All other provisions of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment, intending for it be effective on the “Effective Date” identified in the Franchise Agreement.

FRANCHISOR:

Sign Gypsies Franchising, LLC

FRANCHISEE:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**RIDER TO THE SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN SOUTH DAKOTA**

This Rider (the “**Rider**”) is made and entered into as of this _____ day of _____, 20__ (the “**Agreement Date**”), between **SIGN GYPSIES FRANCHISING, LLC**, a Texas limited liability company, with its principal mailing address at 601 S. Ohio Drive, Celina, Texas 75009 (“**Franchisor**”), and _____, whose principal business address is _____ (“**Franchisee**”).

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the SIGN GYPSIES franchise that Franchisee will operate under the Franchise Agreement will be located in South Dakota; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in South Dakota.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR:

SIGN GYPSIES FRANCHISING, LLC, a
Texas limited liability company

By: _____
Title: _____

FRANCHISEE

**(IF CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP):**

[Name]

By: _____
Title: _____

**RIDER TO THE SIGN GYPSIES FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN VIRGINIA**

This Rider (the “**Rider**”) is made and entered into as of this _____ day of _____, 20__ (the “**Agreement Date**”), between **SIGN GYPSIES FRANCHISING, LLC**, a Texas limited liability company, with its principal mailing address at 601 S. Ohio Drive, Celina, Texas 75009 (“**Franchisor**”), and _____, whose principal business address is _____ (“**Franchisee**”).

1. 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.”

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR:

SIGN GYPSIES FRANCHISING, LLC, a
Texas limited liability company

By: _____
Title: _____

FRANCHISEE

**(IF CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP):**

[Name]

By: _____
Title: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

[Signature]

[Print Name]

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, AND RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the Membership Agreement and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchase of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW § 19.100.180 may supersede the franchise agreement or related agreements concerning your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the

franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchisee is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or suspended by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorney's Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorney's fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to

regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR:

SIGN GYPSIES FRANCHISING, LLC, a
Texas limited liability company

By: _____

Title: _____

FRANCHISEE

**(IF CORPORATION, LIMITED
LIABILITY COMPANY OR
PARTNERSHIP):**

[Name]

By: _____

Title: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

[Signature]

[Print Name]

EXHIBIT H
STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	PENDING
Hawaii	PENDING
Illinois	PENDING
Indiana	PENDING
Maryland	PENDING
Michigan	PENDING
Minnesota	PENDING
New York	PENDING
North Dakota	PENDING
Rhode Island	PENDING
South Dakota	PENDING
Virginia	PENDING
Washington	PENDING
Wisconsin	PENDING

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I
RECEIPTS

RECEIPT

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 SIGN GYPSIES FRANCHISING, LLC offers you a franchise, it must provide this disclosure document to you 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 sooner if required by applicable state law.

New York law requires that we must provide this disclosure document at the earlier of the first personal meeting to ten (10) business days before the execution of the franchise agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

If SIGN GYPSIES FRANCHISING, LLC 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, D.C. 20580, and the appropriate state administrator listed in Exhibit A. SIGN GYPSIES FRANCHISING, LLC's agents for service of process are listed in Exhibit B.

Issuance Date: April 16, 2026.

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Stacey Hess	601 S. Ohio Drive Celina, Texas 75009	(214) 973-5290

I received a disclosure document dated April 16, 2026, or the date reflected on the State Effective Dates Page, that included the following Exhibits and Attachments:

State Specific Addendum

- Exhibit A List of State Administrators
- Exhibit B Agents for Service of Process
- Exhibit C Franchise Agreement with all Attachments
- Exhibit D Table of Contents of Confidential Operations Manual
- Exhibit E Financial Statements
- Exhibit F List of Current and Former Franchisees
- Exhibit G State-Specific Riders to the Franchise Agreement
- Exhibit H State Effective Dates Page
- Exhibit I Receipts

Date of Receipt: _____

Signature

Printed Name

Individually or as an Officer of

(a _____ Corporation)
(a _____ Partnership)
(a _____ Limited Liability Company)

[Return to SIGN GYPSIES FRANCHISING, LLC]

RECEIPT

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 SIGN GYPSIES FRANCHISING, LLC offers you a franchise, it must provide this disclosure document to you 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 sooner if required by applicable state law.

New York law requires that we must provide this disclosure document at the earlier of the first personal meeting to ten (10) business days before the execution of the franchise agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

If SIGN GYPSIES FRANCHISING, LLC 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, D.C. 20580, and the appropriate state administrator listed in Exhibit A. SIGN GYPSIES FRANCHISING, LLC's agents for service of process are listed in Exhibit B.

Issuance Date: April 16, 2026.

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Stacey Hess	601 S. Ohio Drive Celina, Texas 75009	(214) 973-5290

I received a disclosure document dated April 16, 2026, or the date reflected on the State Effective Dates Page, that included the following Exhibits and Attachments:

State Specific Addendum

- Exhibit A List of State Administrators
- Exhibit B Agents for Service of Process
- Exhibit C Franchise Agreement with all Attachments
- Exhibit D Table of Contents of Confidential Operations Manual
- Exhibit E Financial Statements
- Exhibit F List of Current and Former Franchisees
- Exhibit G State-Specific Riders to the Franchise Agreement
- Exhibit H State Effective Dates Page
- Exhibit I Receipts

Date of Receipt: _____

Signature

Printed Name

Individually or as an Officer of

(a _____ Corporation)
(a _____ Partnership)
(a _____ Limited Liability Company)

[Keep this page for your records]