

## 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](http://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.

Issuance Date: April 18, 2023

## 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
<b>How much can I earn?</b>	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> .
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or <u>Exhibit E</u> includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only SIGN GYPSIES business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a SIGN GYPSIES franchisee?</b>	Item 20 or <u>Exhibit F</u> list current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be riskier investment than a franchise in a system with a longer operating history.

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 – 1<sup>st</sup> 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.**

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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, 2021, Sign Gypsies had 11 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. It is your responsibility to



determine all laws that apply to the Franchised Business and obtaining all licenses required by the jurisdiction in which the Franchised Business operates.

## **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.

### Vice President Franchise Development: Jason Hess

Jason Hess joined us in February 2021 and has served as our Vice President Franchise Development 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 The Commissioner of Financial Protection and Innovation v. Sign Gypsies, LLC*, Administrative Proceeding filed by the California Commissioner of Financial Protection and Innovation against our affiliate Sign Gypsies, LLC alleging that, from 2018 to 2020, our affiliate offered and sold non-exempt, unregistered franchises in California in violation of Corporations Code section 31110. On February 9, 2023, without admitting liability, our affiliate entered into a Consent Order whereby it agreed to refrain from violating Corporations Code sections 31110 and 31119, to attend remedial franchise compliance training, to refund fees paid in connection with the unregistered franchises, and to pay an administrative penalty of \$30,000, subject to offset accounting for refunds paid.

*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

*Sign Gypsies Franchising, LLC v. Lisa Butler*, 471<sup>st</sup> Judicial District, District Court of Collin County Texas (Cause No. 471-03025-2021). On June 8, 2021, we obtained a temporary injunction against our former franchisee, Lisa Butler, who was violating her noncompete obligations.

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**

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Date Due<sup>2</sup></b>	<b>Remarks</b>
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 30 days before the franchise term expirations	If we require you to sign a new form of 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 <sup>2</sup>	\$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**

<b>Expenditure<sup>1</sup></b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to Be Made</b>
Franchise fee	\$1,000	Lump sum	Upon signing Franchise Agreement	Us
Initial Inventory of Sign Pieces <sup>2</sup>	\$3,100	Lump sum	Upon signing Franchise Agreement	Us
Site lease <sup>3</sup>	\$0 to \$1,000	As incurred	At landlord's discretion	Landlord
Marketing	\$0 to \$350	As Incurred	At your discretion	Approved vendor
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) <sup>5,6</sup>	\$0	Varies	Varies	Third party vendors and service providers
<b>Total</b>	<b>\$4,150 - \$9,900</b>			

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. Your actual working capital needs during the initial period may vary significantly depending upon the following factors, which are beyond our control: how closely you follow our methods and procedures; your management skill, experience, and business acumen; local market and economic conditions; the prevailing wage rate; competition; and the sales level reached during the initial period. 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.

## **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 our 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, 2022, we derived no revenue from franchisee purchases and leases. During its calendar year ended, December 31, 2022, our affiliate, Sign Gypsies, derived \$2,514,706 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 includes the following:

- Commercial General Liability coverage for \$1,000,000 per occurrence and \$2,000,000

- aggregate.
- Auto Liability for all owned, non-owned, and hired vehicles used in the Franchised Business for \$1,000,000 combined single limit liability
- Workers' Compensation for statutory limits, but not less than \$500,000 each accident, \$100,000 each disease, and \$1,000,000 policy limit

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
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

Obligation	Sections in Franchise Agreement	Disclosure Document Item
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

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-The-Job Training</b>	<b>Location</b>
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.

## **ITEM 12 TERRITORY**

Before you sign the Franchise Agreement, we will designate your Area of Primary Responsibility or “APR.” 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.

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 is 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, 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)	5054705	March 11, 2016	045
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.**

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
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

<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
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 13.1.	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 (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 2020 to 2022**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised <sup>1</sup>	2020	0	387	387
	2021	387	765	378
	2022	765	756	-9
Company-Owned	2020	0	0	0
	2021	0	1	1
	2022	1	1	0
Total Outlets	2020	0	387	387
	2021	387	766	379
	2022	766	757	-9

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 2020 to 2022**

State	Year	Number of Transfers <sup>1</sup>
Alabama	2020	0
	2021	1
	2022	1
Arkansas	2020	0

State	Year	Number of Transfers <sup>1</sup>
	2021	0
	2022	1
Arizona	2020	0
	2021	2
	2022	1
	2020	0
California	2021	1
	2022	4
	2020	0
	2021	1
Colorado	2022	1
	2020	0
Delaware	2021	0
	2022	2
	2020	0
	2021	5
Florida	2022	2
	2020	0
Georgia	2021	1
	2022	3
	2020	0
	2021	0
Iowa	2022	1
	2020	0
Idaho	2021	0
	2022	1
	2020	0
	2021	0
Illinois	2022	1
	2020	0
Kansas	2021	0
	2022	1
	2020	0
	2021	1
Kentucky	2022	2
	2020	0
Louisiana	2021	2
	2022	9
	2020	0
	2021	0
Maryland	2022	1



State	Year	Number of Transfers <sup>1</sup>
Michigan	2020	0
	2021	0
	2022	1
Mississippi	2020	0
	2021	2
	2022	4
Missouri	2020	0
	2021	0
	2022	2
New Mexico	2020	0
	2021	1
	2022	0
North Carolina	2020	0
	2021	2
	2022	6
Ohio	2020	0
	2021	2
	2022	3
Oklahoma	2020	0
	2021	2
	2022	7
Pennsylvania	2020	0
	2021	1
	2022	1
South Dakota	2020	0
	2021	0
	2022	1
Tennessee	2020	0
	2021	1
	2022	5
Texas	2020	0
	2021	9
	2022	12
Utah	2020	0
	2021	1
	2022	2
Virginia	2020	0
	2021	1
	2022	1
Wisconsin	2020	0
	2021	0

State	Year	Number of Transfers <sup>1</sup>
	2022	1
Washington	2020	0
	2021	1
	2022	0
Total	2020	0
	2021	37
	2022	83

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

**TABLE NO. 3**  
**Status of Franchised Outlets**  
**For Years 2020 to 2022**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2020	0	12	0	0	0	0	12
	2021	12	14	0	0	0	0	26
	2022	26	2	0	2	0	1	25
Arizona	2020	0	8	0	0	0	0	8
	2021	8	3	0	0	0	0	11
	2022	11	1	2	1	0	0	9
Arkansas	2020	0	12	0	0	0	0	12
	2021	12	3	0	0	0	0	15
	2022	15	0	1	0	0	0	14
California	2020	0	21	0	0	0	0	21
	2021	21	19	2	0	0	1	37
	2022	37	2	6	0	0	0	33
Colorado	2020	0	8	0	0	0	0	8
	2021	8	3	0	0	0	0	11
	2022	11	1	1	0	0	0	11
Connecticut	2020	0	3	0	0	0	0	3
	2021	3	3	0	0	0	0	6
	2022	6	0	0	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Delaware	2020	0	3	0	0	0	0	3
	2021	3	2	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Florida	2020	0	22	0	0	0	0	22
	2021	22	25	0	0	0	0	47
	2022	47	2	0	3	0	1	45
Georgia	2020	0	17	0	0	0	0	17
	2021	17	23	1	2	0	0	37
	2022	37	2	0	0	0	0	39
Hawaii	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Idaho	2020	0	7	0	0	0	0	7
	2021	7	4	0	0	0	0	11
	2022	11	1	1	0	0	0	11
Illinois	2020	0	1	0	0	0	0	1
	2021	1	18	0	1	0	0	18
	2022	18	0	1	1	0	0	16
Indiana	2020	0	15	0	0	0	0	16
	2021	16	12	0	1	0	0	27
	2022	27	6	2	0	0	0	31
Iowa	2020	0	5	0	0	0	0	5
	2021	5	6	0	0	0	0	11
	2022	11	0	1	0	0	0	10
Kansas	2020	0	6	0	0	0	0	6
	2021	6	7	1	0	0	0	12
	2022	12	0	0	1	0	0	11
Kentucky	2020	0	6	0	0	0	0	6
	2021	6	8	0	0	0	0	14
	2022	14	1	0	0	0	1	14
Louisiana	2020	0	28	0	0	0	0	28
	2021	28	15	1	0	0	0	42

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2022	42	1	0	0	0	0	43
Maine	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Massachusetts	2020	0	2	0	0	0	0	2
	2021	2	2	1	0	0	0	3
	2022	3	1	1	0	0	0	3
Michigan	2020	0	12	0	0	0	0	12
	2021	12	7	0	0	0	0	19
	2022	19	4	5	0	0	2	16
Minnesota	2020	0	1	0	0	0	0	1
	2021	1	8	0	0	0	1	8
	2022	8	1	0	0	0	1	8
Mississippi	2020	0	13	0	0	0	0	13
	2021	13	10	0	0	0	0	23
	2022	23	0	0	3	0	0	20
Missouri	2020	0	7	0	0	0	0	7
	2021	7	6	0	0	0	0	13
	2022	13	2	0	2	0	0	13
Montana	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Nebraska	2020	0	4	0	0	0	0	4
	2021	4	3	0	0	0	0	7
	2022	7	1	0	0	0	0	8
Nevada	2020	0	2	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New Jersey	2020	0	4	0	0	0	0	4
	2021	4	3	0	0	0	0	7
	2022	7	0	0	0	0	0	7
New Mexico	2020	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2021	1	2	0	0	0	0	3
	2022	3	0	1	0	0	1	1
New York	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
North Carolina	2020	0	14	0	0	0	0	14
	2021	14	14	1	0	0	0	27
	2022	27	2	1	0	0	0	28
North Dakota	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	1	1
Ohio	2020	0	17	0	0	0	0	17
	2021	17	10	1	0	0	1	25
	2022	25	3	0	0	0	0	28
Oklahoma	2020	0	8	0	0	0	0	8
	2021	8	14	0	0	0	0	22
	2022	22	1	0	0	0	0	23
Oregon	2020	0	1	0	0	0	0	1
	2021	1	2	0	0	0	0	3
	2022	3	1	1	0	0	0	3
Pennsylvania	2020	0	11	0	0	0	0	11
	2021	11	13	0	0	0	0	24
	2022	24	3	1	2	0	0	24
Rhode Island	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
South Carolina	2020	0	10	0	0	0	0	10
	2021	10	8	0	0	0	0	18
	2022	18	3	1	1	0	0	19
South Dakota	2020	0	2	0	0	0	0	2
	2021	2	3	0	0	0	0	5
	2022	5	0	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Tennessee	2020	0	12	0	0	0	0	12
	2021	12	16	0	0	0	0	28
	2022	28	0	1	1	0	0	26
Texas	2020	0	68	0	0	0	1	67
	2021	67	71	2	1	0	1	134
	2022	134	9	9	4	0	3	127
Utah	2020	0	7	0	0	0	0	7
	2021	7	8	0	0	0	0	15
	2022	15	0	1	1	0	0	13
Virginia	2020	0	5	0	0	0	0	5
	2021	5	11	0	0	0	1	15
	2022	15	0	0	0	0	1	14
Washington	2020	0	6	0	0	0	0	6
	2021	6	4	0	0	0	0	10
	2022	10	1	2	0	0	0	9
West Virginia	2020	0	2	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Wisconsin	2020	0	3	0	0	0	0	3
	2021	3	8	0	0	0	0	11
	2022	11	2	0	1	0	0	12
Wyoming	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
<b>TOTALS</b>	2020	0	388	0	0	0	-1	387
	2021	387	398	10	5	0	5	765
	2022	765	65	39	23	0	12	756

**TABLE NO. 4**  
**Status of Company-Owned Outlets**  
**For Years 2020 to 2022**

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	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
Total	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1

**TABLE NO. 5**  
**Projected Openings as of December 31, 2022**

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	1	0
Arizona	1	2	0
Arkansas	0	1	0
California	0	3	0
Florida	0	3	0
Georgia	0	2	0
Illinois	0	2	0
Indiana	0	2	0
Iowa	0	1	0
Louisiana	0	2	0
Minnesota	0	1	0
Mississippi	0	1	0
Nevada	1	1	0
New Jersey	0	1	0
New York	0	2	0
North Carolina	0	1	0
Ohio	0	1	0

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
Pennsylvania	0	2	0
Tennessee	0	3	0
Texas	0	3	0
Wisconsin	0	1	0
Total	2	36	0

Exhibit F reflects the names of each of our current franchisees and the city and state of their businesses as of December 31, 2022. 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, 2022.

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, 2022, December 31, 2021 and December 31, 2020. 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](http://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 disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on the right to rely upon any statement made or information provided by any franchisor, broker, or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent 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.

### ***FOR THE STATE OF ILLINOIS***

The State Cover Page is revised to include the following Special Risk Factor:

“Financial Condition. The Franchisor’s financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor’s financial ability to provide services and support to you.”

Payment of Initial franchise fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial status.

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.

### ***FOR THE STATE OF MARYLAND***

Item 5 of the disclosure document is supplemented by the following:

Based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

#### 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.

#### ***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.

#### ***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.”

**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 following is added to the Disclosure Document for Washington residents:

Item 5 is amended by the following language:

Collection of initial franchise fees shall be postponed until after all of the franchisor’s initial obligations are complete and the franchisee is open for business.

Item 17, Additional Disclosures

RCW § 19.100.180 and court decisions may supersede the Franchise Agreement in your relationship with us, including in the areas of termination and renewal of your Franchise Agreement.

In the event of a conflict between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, will prevail.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

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, or as determined by the arbitrator or mediator at the time of 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 Franchise Investment Protection Act, in Washington.

You have the right to terminate the Franchise Agreement on any grounds permitted by law.

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.

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.

Any mediation involving a franchise purchased in Washington is subject to state law.

**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., 1<sup>st</sup> Floor  
PO Box 30212  
Lansing, Michigan 48909  
(517) 335-7622

### Minnesota

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

### New York

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

### North Dakota

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol – 5<sup>th</sup> 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, 9<sup>th</sup> Floor  
Richmond, Virginia 23219  
(804) 371-9051

### Washington

Department of Financial Institutions  
Securities Division  
P.O. Box 9033  
Olympia, Washington 98507  
(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**

<b>STATE</b>	<b>AGENT</b>
California	Commissioner of Financial Protection & Innovation Department of Financial Protection & Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, California 90013
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
Virginia	Clerk, State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 1 <sup>st</sup> Floor Richmond, Virginia 23219

STATE	AGENT
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

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Franchisee Initial

**FRANCHISE AGREEMENT  
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**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 includes the following:

- Commercial General Liability coverage for \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Auto Liability for all owned, non-owned, and hired vehicles used in the Franchised Business for \$1,000,000 combined single limit liability
- Workers' Compensation for statutory limits, but not less than \$500,000 each accident, \$100,000 each disease, and \$1,000,000 policy limit

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, 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.**

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.)

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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.)

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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.

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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**  
**TABLE OF CONTENTS**  
**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

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FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021, AND 2020

DESROCHES | **PARTNERS**

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CERTIFIED PUBLIC ACCOUNTANTS

SIGN GYPSIES FRANCHISING, LLC

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Statements of Income and Changes in Member’s Equity .....	4
Statements of Cash Flows .....	5
Notes to the Financial Statements .....	6

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, **2022**, 2021, and 2020 and the related statements of income 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, **2022**, 2021, and 2020, 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  
February 22, 2023



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Houston, Texas 77024

3400 N. Central Expy, Suite 110-257  
Richardson, Texas 75080

**DPLLP.cpa**

SIGN GYPSIES FRANCHISING, LLC  
BALANCE SHEETS  
DECEMBER 31, 2022, 2021, AND 2020

ASSETS

	2022	2021	2020
<b>CURRENT ASSETS:</b>			
Cash and Cash Equivalents	\$ 417,354	\$ 224,018	\$ 99,842
Accounts Receivable	1,850	3,125	2,150
Due from Related Parties	19,879	24,011	76,646
Total Current Assets	439,083	251,154	178,638
<b>OTHER ASSETS:</b>			
Intangible Assets	20,000	20,000	20,000
<b>TOTAL ASSETS</b>	<b>\$ 459,083</b>	<b>\$ 271,154</b>	<b>\$ 198,638</b>

LIABILITIES AND MEMBER'S EQUITY

<b>CURRENT LIABILITIES:</b>			
Deferred Revenue	\$ 253,362	\$ 217,043	\$ 136,793
<b>COMMITMENTS AND CONTINGENCIES</b>	-	-	-
<b>MEMBER'S EQUITY</b>	205,721	54,111	61,845
<b>TOTAL LIABILITIES AND MEMBER'S EQUITY</b>	<b>\$ 459,083</b>	<b>\$ 271,154</b>	<b>\$ 198,638</b>

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

SIGN GYPSIES FRANCHISING, LLC  
STATEMENTS OF INCOME AND CHANGES IN MEMBER'S EQUITY  
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021, AND 2020

	<u>2022</u>	<u>2021</u>	<u>2020</u>
REVENUES:			
Franchise Fee Revenue	\$ 468,981	\$ 348,812	\$ 58,320
Transfer Fees	82,550	-	-
Territory Change Fees	3,975	2,250	-
	<u>555,506</u>	<u>351,062</u>	<u>58,320</u>
GENERAL AND ADMINISTRATIVE EXPENSES	<u>402,396</u>	<u>238,547</u>	<u>31,475</u>
NET INCOME	153,110	112,515	26,845
MEMBER'S EQUITY, BEGINNING OF YEAR	54,111	61,845	-
CONTRIBUTIONS	-	100,000	35,000
DISTRIBUTIONS	<u>(1,500)</u>	<u>(220,249)</u>	<u>-</u>
MEMBER'S EQUITY, END OF YEAR	<u>\$ 205,721</u>	<u>\$ 54,111</u>	<u>\$ 61,845</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, 2022, 2021, AND 2020

	2022	2021	2020
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net Income	\$ 153,110	\$ 112,515	\$ 26,845
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Accounts Receivable	1,275	(975)	(2,150)
Deferred Revenue	36,319	80,250	136,793
Net Cash Provided by Operating Activities	190,704	191,790	161,488
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Advances to Related Parties	(35,155)	(242,832)	(76,646)
Repayments from Related Parties	39,287	295,467	-
Purchase of Intangible Assets	-	-	(20,000)
Net Cash Provided by (Used in) Investing Activities	4,132	52,635	(96,646)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Contributions	-	100,000	35,000
Distributions	(1,500)	(220,249)	-
Net Cash Provided by (Used in) Financing Activities	(1,500)	(120,249)	35,000
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	193,336	124,176	99,842
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	224,018	99,842	-
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	\$ 417,354	\$ 224,018	\$ 99,842

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.

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

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. Accounts aged longer than 30 days are considered past due. An allowance for doubtful accounts is established when a receivable is considered to be uncollectible. The Company will write off balances as a charge to allowance of doubtful accounts when it is probable that the receivable is uncollectible. As of and for the years ended December 31, 2022, 2021, and 2020 all receivables are considered to be collectible and no balances were written off.

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, 2022, 2021, and 2020 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, 2022, 2021, and 2020. Due to the Company's earnings level, there is no tax liability at December 31, 2022, 2021, and 2020; 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, 2020 through December 31, 2022 for U.S. Federal and applicable states, the tax years which principally remain subject to examination by major jurisdictions as of December 31, 2022.

Advertising Costs

Advertising costs are expensed in the period incurred. For the years ended **December 31, 2022**, 2021, and 2020, advertising costs totaled \$90,486, \$84,902, and \$0, 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, 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.

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, 2022, the Company incurred expenses on behalf of related parties totaling \$35,155 of which the related parties repaid \$39,287. At December 31, 2022, the Company was owed \$19,879 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, 2021, the Company incurred expenses on behalf of related parties totaling \$242,832 of which the related parties repaid \$295,467. At December, 2021, the Company was owed \$24,011 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, 2020, the Company incurred expenses on behalf of related parties totaling \$76,646. At December 31, 2020, the Company was owed \$76,646 which is included in due from related parties on the accompanying balance sheets.

SIGN GYPSIES FRANCHISING, LLC  
NOTES TO THE FINANCIAL STATEMENTS

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.

As of December 31, 2022, no concentrations existed. As of the year ended December 31, 2021 and 2020, four customers accounted for 97% and 100% of accounts receivable, respectively.

NOTE 5 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through the date the financial statements were available for issuance on February 22, 2023. 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, 2022**

<b>Franchisee</b>	<b>Location</b>	<b>State</b>	<b>Email</b>
Maegan Osborn Rice & Kenneth Andrew James Rice	411	AL	411@signgypsies.com
Kelly Hudson	Auburn	AL	khudson021@gmail.com
Kamilah Gray	Birmingham	AL	signgypsiesbirmingham@gmail.com
Alison Townsend	East Montgomery	AL	eastmontgomery@signgypsies.com
Abbie & Simon Cortopassi	Eastern Shore	AL	signgypsieseasternshore@gmail.com
Mindy Mogren, Jennifer Buntin, & Tiffany Olds	Eufaula	AL	eufaula@signgypsies.com
Tana Humbers	Fayette County/Winfield	AL	fayettecowinfield@signgypsies.com
Mark & Cheryl Farthing	Huntsville AL	AL	huntsvilleAL@signgypsies.com
Keith George	Lake Guntersville	AL	lakeguntersville@signgypsies.com
Jaleb & Chelsey White	Lamar County	AL	lamarcounty@signgypsies.com
Katie & Adán Vallejo	Marengo County	AL	Marengosigngypsies@gmail.com
Ginger & Kenny Lehman	Mobile	AL	signgypsiesmobile@gmail.com
Brandi & Phillip Russell	Morris	AL	Signgypsiesmorris@gmail.com
Victoria Jones	North Mobile	AL	northmobile@signgypsies.com
Courtney Wilson & Justin Messick	Opp	AL	opp@signgypsies.com
Amber Nix	Over the Mountain	AL	overthemountain@signgypsies.com
Edmund Tramaine Solomon & Kalandra Holloway Solomon	Oxford	AL	signgypsiesoxford@gmail.com
Nathan & Amy Evans	Prattville	AL	prattville@signgypsies.com
Kaleigh & Zachary Cranford	Semmes	AL	signgypsiessemmes@gmail.com
Amanda Morrison	South Baldwin	AL	southbaldwin@signgypsies.com
Audel Piedra-Uriostegui & Brandi Piedra	South Mobile County	AL	signgypsiesouthmobilecounty@gmail.com
Ben & Bobbie Nichols	South Shelby County	AL	southshelbyco@signgypsies.com
Nola Grant	Talladega County	AL	talladegagypsy@gmail.com
LaVohn Crabtree & Madlyn Crabtree	The Shoals	AL	theshoals@signgypsies.com
Robin & Warren C. Williams	Tuscaloosa	AL	signgypsiestuscaloosa@gmail.com
Carol Lillie & Renee Lillie	Benton Bryant	AR	signgypsiesb.b@gmail.com
Bonny Gregory	Cache River Bottoms	AR	cacheriverbottoms@signgypsies.com
Marilyn Gerrard	Delta	AR	delta@signgypsies.com

Lisa Spears	Fort Smith	AR	fortsmith@signgypsies.com
Melea Fry	Hwy 62	AR	signgypsieshwy62@gmail.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	signgypsiesnwa@gmail.com
Mark Hixson & Amy Hixson	Ouachita	AR	signgypsiesouachita@gmail.com
Skylar Jackson & Haley Jackson	Pocahontas	AR	signgypsiespocahontas@gmail.com
Ashley Wilhite	River Valley	AR	signgypsiesrivervalley@gmail.com
Jessica Moore	Searcy	AR	searcy@signgypsies.com
Karen Webb, Louis Webb, & Tara Webb	Union County	AR	unioncounty@signgypsies.com
Sunnie & Charles Ruple	Vilonia	AR	signgypsiesvilonia@gmail.com
Nicole Gillespie	Chandler	AZ	chandler@signgypsies.com
Shawna Baldauf	East Tucson	AZ	easttucson@SignGypsies.com
Kaycee Murphy & Peter Murphy	Gilbert	AZ	gilbert@signgypsies.com
McKay & Kate Lyman	Mesa	AZ	mesasigngypsies@gmail.com
Danielle Healy	North Phoenix	AZ	northphoenix@signgypsies.com
Phillip & Kelley Greim	Northern Tucson	AZ	Signgypsiesnortherntucson@gmail.com
Diana Rivera	Peoria	AZ	signgypsiespeoria1@gmail.com
Billie Paschall	Queen Creek	AZ	signgypsiesqueencreek@gmail.com
Lisa Welchert	Scottsdale	AZ	scottsdale@signgypsies.com
Brandy Stiles	Bakersfield	CA	signgypsiesbako@gmail.com
Caitlin James & Justin James	Bay Area	CA	signgypsiesbayarea@gmail.com
Liz Emerick	Central California	CA	signgypsiescentralcalifornia@gmail.com
Jamie Luna	Central Coast	CA	signgypsiescentralcoast@gmail.com
Stacey Nunes	Central Valley	CA	centralvalley@signgypsies.com
Beth Benton, Amanda Benton, Ryan Benton, & Molly Myerson	Conejo/San Fernando Valley	CA	lasigngypsies@gmail.com
Vince & Andrea Zodrow	East Bay	CA	eastbay@signgypsies.com
Michelle Higa & James Hsu	Fremont	CA	signgypsiesfremont@gmail.com
Kristen Wills	Hanford	CA	signgypsieshanford@gmail.com
Donte Dyer & Rosa Dyer	Inland Empire	CA	signgypsiesIE@gmail.com



Lezlie Kaner	Long Beach	CA	signgypsieslongbeach@gmail.com
Andre Carter & Tanisha Toni Carter	Los Angeles	CA	losangeles@signgypsies.com
Sofie Romero	Milpitas/N. San Jose	CA	milpitasNSanJose@signgypsies.com
Adrienne & Dakata Brodie	N Los Angeles/San Fernando Valley	CA	northla@signgypsies.com
Valerie Angel	Napa Valley	CA	signgypsiesnapavalley@gmail.com
Katelyn Stafford	Nor Cal	CA	norcal@signgypsies.com
Eriesha Holmes	Outer East CCC	CA	outereastccc@signgypsies.com
Lanette Fogle	Placer County	CA	placercounty@signgypsies.com
Karen Rose	Redlands	CA	signgypsiesredlands@gmail.com
Carissa McCormic & Timothy M. Giles	Sacramento	CA	signgypiessacramento@gmail.com
Austin Brown & Dana Brown	San Diego- North County	CA	signgypiessandiegonorthcounty@gmail.com
Judy & Michael J. Pfaff	San Jose	CA	signgypiessanjose@gmail.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
Alissa Pender	Santa Rosa	CA	signgypiessantarosa@gmail.com
Ciara Hill & Paris Sims-Hill	Silicon Valley Peninsula	CA	signgypsies.peninsula@gmail.com
Stephanie Ribelin	SoCal	CA	signgypiessocal@gmail.com
Sarah McReynolds	Solano	CA	solano@signgypsies.com
Tasha Cerda, Sierra Robertson, & Sienna Cerda	South Bay	CA	signgypiessb@gmail.com
Amanda Lopez	South Bay/NorCal	CA	southbaynorcal@signgypsies.com
Cynthia Claybon	South IE	CA	southIE@signgypsies.com
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Dawnia Wood	Utah County	UT	utahcountysigngypsies@gmail.com
Angela Berg	Wasatch County	UT	signgypsieswasatch@gmail.com
Jeremy & Adrene Wike	Weber-Davis	UT	weberdavis@signgypsies.com
John Mairs & Tiffany Mairs	Bristow	VA	signgypsiesbristow@gmail.com
Diane Kirby & Kimberly Harper	Chesterfield	VA	chesterfield@signgypsies.com
Kim Green	FXBG	VA	fxbg@signgypsies.com
Pamela Ross	Henrico-Metro RVA	VA	signgypsieshenricometrorva@gmail.com
Elizabeth Gegenheimer	James River	VA	jamesriver@signgypsies.com

Jennifer Tignor	Kingsport Bristol	VA	kingsportsigngypsies@gmail.com
Keefe Spriggs & Kasey Spriggs	Kingstowne	VA	signgypsieskings@gmail.com
Leigh Rooke	Mechanicsville	VA	mechanicsville@signgypsies.com
Robin Burkhart & Debby Scaggs	NOVA	VA	NOVAsigngypsies@gmail.com
Darcell Wilder	Potomac	VA	signgypsiespotomac@gmail.com
Denell Gegenheimer	Richmond	VA	richmond@signgypsies.com
Lauren Burgess & Amanda Waldron	Roanoke	VA	Signgypsiesroanoke@gmail.com
Randal & Deborah Hamm	Rural Retreat to Radford	VA	ruralretreatradford@signgypsies.com
Justin Kirkpatrick & Lauren Kirkpatrick	Virginia Beach	VA	Signgypsiesvb@gmail.com
Mumtaz Zimbalist	Eastside Seattle	WA	signgypsieseastsideseattle@gmail.com
Shelley Sears & Tracy Easley Tolson	Gig Harbor	WA	signgypsiesgigharbor@gmail.com
Beverly Varela-Fogarty	JBLM	WA	signgypsiesjblm@yahoo.com
Carolyn Suarez & Maggie Moore	Olympia	WA	signgypsiesolympia@gmail.com
Kirsten Landis	Seattle	WA	seattle@signgypsies.com
Kyla Lehner & Matt Lehner	Snoqualmie Valley	WA	signgypsiesnoqualmievalley@gmail.com
Amy Miller	Spokane	WA	signgypsiespokane@gmail.com
Amber Brown	The Palouse	WA	thepalouse@signgypsies.com
Robin Wojtanik	Tri-Cities	WA	tricities@signgypsies.com
Carla Phelps	BooDell	WI	signgypsiesboodell@gmail.com
Cassi Behnke	Central Wisconsin	WI	centralwi@signgypsies.com
Wendy Franke	Coulee Region	WI	couleeregion@signgypsies.com
Shelley Aaholm	Fox Cities	WI	signgypsiesfoxcities@gmail.com
Kellie Lunenburg	Janesville	WI	signgypsiesjanesville@gmail.com
Amanda Ayala	Kenosha	WI	signgypsieskenosha@gmail.com
Penny Abstetar, Mariya Grabow, & Danielle Gabrielse	Lake Shore WI	WI	lakeshorewi@signgypsies.com
Melissa Guld	Madison WI	WI	signgypsiesmadisonwi@gmail.com
Shannon Lopez, Kathryn Ryan Pluer, Kristen Pfeifer, & Alyssa Lopez	MKE	WI	mke@signgypsies.com
Sara Moore	Twin Ports	WI	signgypsieswinports@gmail.com
Sarah Mork	Waukesha County	WI	waukeshacounty@signgypsies.com

Shannon Brady	Western Wisconsin	WI	westernwisconsin@signgypsies.com
Danielle Grant	EPWV	WV	signgypsiesepwv@gmail.com
Sherry McPherson & Stacey Amos	Mid Ohio Valley	WV	signgypsiesmidohiovalley@gmail.com
Kristie Wolfe	Morgantown	WV	signgypsiesmorgantown@gmail.com
Tazmyn Holloway	307	WY	signgypsies307@gmail.com

### LIST OF FORMER FRANCHISEES AS OF DECEMBER 31, 2022

Franchisee	Location Name	State	Email
Sydnee Scott & Talia Ranson	McCalla	AL	Sydavis240@gmail.com
Keshia Smith	Ozark	AL	smithklb8@yahoo.com
Amy & Robert Stinson	Prattville	AL	Stinson.robby@gmail.com
Haley Stevens	Troy	AL	signgypsiesoftroy@gmail.com
ShaVonne & Zack Stine	Lonoke	AR	shavonnestine@yahoo.com
Ashley Harvey & Anne Eldridge	Searcy	AR	aeldridge07@gmail.com
Joshua Krueger & Ashley Fort	Arizona Quad Cities	AZ	phonemail41@gmail.com
Alyson Shivers & Griffin Steffey	Chandler	AZ	alyson.shivers@gmail.com
Michael J. Everett	Scottsdale	AZ	meverett.926@gmail.com
Virgal Johnson	Tempe	AZ	virgjohnson876@gail.com
Leslie Lafredo	East Bay	CA	lesliesemail1@gmail.com
Alicia & Brian Niskanen	Gold Country	CA	Alicia@kanentours.com
Khalilah Barber Champion	High Desert	CA	khalilahb.champion@outlook.com
Khaled Mohamed	Orange County	CA	signgypsiesoc@gmail.com
Felicia Limbrick	Rialto	CA	flimbric3@gmail.com
Lynzee Kaner	San Diego	CA	lynzkaner@gmail.com
Curtis & Carol Gilbert	San Ramon	CA	Cgilbert20@yahoo.com
Courtney Synsteliën	Santa Clara	CA	courtney.synsteliën@gmail.com
Stephen Dix	Santa Cruz	CA	stephen@malliet.com
Dylan Wooten-Kincart	South Bay, NorCal	CA	dwooten1219@gmail.com
Sarah Pokorny	Foothills	CO	sarahstrait@yahoo.com
Casey Proctor	Western Slope	CO	caseproctor@yahoo.com
Robin Reed	Millsboro/Rehoboth	DE	robin.reed@cbhomes.com
Michelle Wall	MOT DE	DE	m22wall@gmail.com



Franchisee	Location Name	State	Email
Carrie Lassiter	In the country	FL	Cml8808@yahoo.com
Nicol Olney	Navarre	FL	nicol.olney@gmail.com
Lori O'Brien	Southwest Georgia	FL	signgypsiesswga@gmail.com
Traci Feist	Spring Hill	FL	SGspringhill@gmail.com
David & Louisa Lurz	SRQ	FL	signgypsiesrq@gmail.com
Shauna Jones	Tri-County	FL	shauna.jones13@yahoo.com
Mela Furgerson	ATL Metro	GA	dnfurgerson@yahoo.com
Pam Gilbert	Eastman-Cochran	GA	pamgilbert111@gmail.com
Beth Williamson	Sweet Onion	GA	williamson1211@yahoo.com
Marcia McPherson & Evie McPherson	Ankeny	IA	encoremissevie@gmail.com
Tasha Tamling	NEIA	IA	tashatamling@gmail.com
Nathan Bartlett & Krystie Bartlett	Lake Pend Oreille	ID	krystienbartlett@gmail.com
Brent & Donna Bywater	Twin Falls	ID	dby_h2o@yahoo.com
Kathleen Yurkovich	Darien	IL	candidlyconnected@gmail.com
Lori Callis	Fox Valley	IL	loricallis@comcast.net
Jonathan Day & Emmanuelle Day	Peoria	IL	PeoriaCelebrations@gmail.com
Judy Lancaster & Natalie Eglinton	Central Indiana	IN	neglinton@gmail.com
Ashley Reagan & Robert Hart	Fort Wayne	IN	signgypsiesfortwayne@gmail.com
Megan & Anthony Thompson	NWI	IN	mmthompson88@gmail.com
Dana Huffer & Kaylynn Hamstra	of Lake City	IN	danahuffer@gmail.com
Ashley & Michael Hancock	Seymour	IN	ahancock05@yahoo.com
Maisie Rose	SoIN	IN	Mnrose1217@gmail.com
Heather Gibbons	SoIN	IN	signgypsieslouisville@gmail.com
Denny Miller & Nicole Bassett	West Lafayette	IN	mrsbassettjr@Hotmail.com
Lisa Krull	Hays	KS	lisadeekrull@yahoo.com
Tiffany & Scott Evans	Wichita	KS	tiffany.evans2@gmail.com
Stephanie & William Cheatham	East Louisville	KY	stephaniedcheatham@yahoo.com
Elisa Reed	Hardin & Meade	KY	elisareed22@gmail.com
Megan Thompson	Paducah	KY	megant1676@gmail.com
Ashlyn & Will Riche	Avoyelles	LA	ashlynriche@yahoo.com
Becky Smith & Alison Ledet	Cenla	LA	cenlasigngypsies@gmail.com

Franchisee	Location Name	State	Email
Louis & Tiffanie Linn	Kenner	LA	tiffanielinn@gmail.com
Leslie Hadskey & Jack Hadskey	Northshore	LA	lhadskey@gmail.com
Christopher & Jennifer Crawford	Richland Madison	LA	jcrawford0421@yahoo.com
Jonathan Fox & Kim Fox	Shreveport	LA	signgypsiesshreveport@gmail.com
Betsy Swenson & Michael Veach	Slidell	LA	betsyvswenson@gmail.com
Julien & Mike Rainwater	Twin Cities	LA	signgypsiestwincities@gmail.com
Christopher & Jennifer Crawford	Winnsboro	LA	jcrawford0421@yahoo.com
Grace Yetunde	Northshore MA	MA	thepinkstudio06@gmail.com
Kim Herd	Delmar	MD	babyjess96@hotmail.com
Dawn Reese	Clinton County	MI	Dndvolleyball93@gmail.com
Candace & Chris Fahr	Fenton	MI	ccfahr18@gmail.com
Will De Lange	Grand Rapids	MI	will.k.delange@gmail.com
DeShawn Mitchell	Ingham County	MI	mdeshawn7474@gmail.com
Janet & Michael Miller	Lakeshore	MI	mm42883@gmail.com
AnnMarie Blankertz & David Peterson Jr.	Linden	MI	ablankertzdp@gmail.com
Abigail Wakefield	Rochester	MI	abigailwakefield3@gmail.com
Kostantinos Callis & Fotini Callis	Waterfront MI	MI	Fotini.callis@gmail.com
Maureen & Dwayne Isbell	St Paul	MN	mrsdei713@yahoo.com
Whitney Phillips	Boone County	MO	wnpkv5@gmail.com
Stephanie Clark & Galen Hillis	Poplar Bluff	MO	Stephanieclark83@yahoo.com
Laura & Patrick Burns	Springfield	MO	lauraburns417@gmail.com
Eric Nanney & Heather Nanney	Wentzville	MO	funkeymusic88@gmail.com
Kaitlyn Chunn	Central Mississippi	MS	kaitlynhowell2012@yahoo.com
Hope Shell & Tristan Beach	Homochitto	MS	hope_shell@ymail.com
Amber & Jason Gholston	Itawamba Monroe	MS	akgholston@gmail.com
Christa Perkins	Meridian	MS	jeanyt@live.com
Kerry McAdams	North West Central MS	MS	pink_chick_09@ymail.com
Brittney Cooper	SW Mississippi	MS	brittsault@gmail.com
John & Morgan Yelverton	Tate-Panola	MS	morgan.yelverton@yahoo.com
Pamela Fleshman	Greensboro	NC	defininglocksbypamela@gmail.com
Kristina Hobby Strickland, Binford Strickland, & Nick Hobby	Jacksonville NC	NC	nickhobby@gmail.com

Franchisee	Location Name	State	Email
Elisabeth Sasser	North Wake	NC	eapsasser@gmail.com
Katie Guajardo	OBX	NC	iamkatie.guajardo@gmail.com
Ashley Phillips	Of the Carolinas	NC	awphillips@gaston.k12.nc.us
Nikki Nichols	Pitt County	NC	howardn@live.com
Amanda Fontana	Wilmington	NC	amuh110@gmail.com
Hannah Onkes	Minot	ND	hannah.blackburn@yahoo.com
Mat & Holli McGuffey	Farmington	NM	irish365@live.com
Jeany & David Garcia	Lea/Yokum County	NM	jeanyt@live.com
Jodi Conley	614 to 740	OH	jodiconleycan@gmail.com
Cassandra Riedinger	Hartville	OH	Sweetpeacass@hotmail.com
Stephen Knight & Kenyatta Bosley	North-West Columbus	OH	Bosleykenyatta@yahoo.com
Chelsie Dickson	Ardmore	OK	chelsiendickson@gmail.com
Ashley Cannon	Heart of OK	OK	milismoma20071986@gmail.com
Greg & Dawn Ferrisi	McCurtain County	OK	dawnmferrisi@gmail.com
Jill Endres & Jaryn Meyer	Okarche	OK	jillendres33@gmail.com
Amber Shelton	Oklahoma City Metro	OK	Amberjshelton@gmail.com
Sherri & Travis Gillespie	Seminole	OK	Sherri4ou@gmail.com
Patricia Von Rosendale	Sign Gypsies West OKC, Mustang, Tuttle	OK	Pvanran@yahoo.com
Brittany Appling	Clackamas County	OR	brittanymc@sbcglobal.net
Laura Diamantoni	Lancaster/Lititz	PA	Diamond5onorange@yahoo.com
Jenna Deshong & Erin Grubb	Lebanon Valley	PA	Butler1017@hotmail.com
Daniel Phelan & Dana Phelan	MontCo	PA	danadphelan@gmail.com
Nicole Traficante	Uniontown	PA	Simplysweetcandypa@gmail.com
Jennifer Hutto	Brunson	SC	jhutto29@gmail.com
Dana Stone	South Easley	SC	danamichellestone@gmail.com
Carly Logan	Sioux Falls	SD	Carly.logan108@gmail.com
April High	615	TN	AprilJHigh@GMail.com
Cynthia Keith	East Tennessee	TN	Crkeith66@gmail.com
Crystal Saulsberry	Memphis	TN	crystalsaulsberry012@hotmail.com
Jennifer & Aaron Turrill	Middle Tennessee	TN	jennturrill@gmail.com
Amanda London	Portland TN	TN	amandatompkins83@gmail.com

Franchisee	Location Name	State	Email
Samantha Hartle	Richfield	TN	samanthajoelle@hotmail.com
Jan Conway	South Williamson County	TN	joconway0629@gmail.com
Adria Allen-Kachtik	Abilene	TX	whyknotadria@gmail.com
Amanda McLain & Cami Ezell	Amarillo	TX	vapors2710@yahoo.com
Alexis Morales & Yesenia Salgado	Andrews	TX	Yesi_salgado@hotmail.com
Beckie & Clyde Lewis	Arklatex	TX	signgypsiesarklatex@gmail.com
Jessica Moore	Aubrey	TX	Jmmoore1118@yahoo.com
Emily Dieringer	Austin	TX	emilydieringer@gmail.com
Lori Hankins	Azle	TX	lorihankinsrealtor@gmail.com
Courtney Garth	Cedar Park	TX	Courtney.garth11@gmail.com
Kindall Jabson	Coastal Bend	TX	kjabsen@gmail.com
Jessica Moore	Denton	TX	Jmmoore1118@yahoo.com
Barbara Menard & Adrian Allen	Eastland County	TX	Bjmenard@gmail.com
Amber King	Frisco	TX	signgypsiesfrisco@gmail.com
Laci Anderson	Huntsville	TX	lacija1203@gmail.com
Christina Lyssy	Karnes County & Poth	TX	christinalyssy@att.net
Amy Jellison	Killeen	TX	girlinawetsuit@gmail.com
Ginny Lewis	Lake Conroe	TX	ginny.lewis@ymail.com
Shawnda Henry	League City	TX	
Amandy Hardy	Leon County	TX	amanda84hardy@gmail.com
Alfred Ortiz & Angelica Castillo	Lone Star	TX	signgypsieslonestareastsa@gmail.com
Janae Carroll	Mckinney	TX	carrolljanae34@gmail.com
Monica Barton	Milam County	TX	mbarton@cameronisd.net
Shelley Walshe	North Austin	TX	shellcstx@hotmail.com
Andrea Miller	Parker County	TX	2amillers@gmail.com
Casey Rapp	Plano	TX	caseyfranklin@yahoo.com
Jake Ehrle & Autumn Ehrle	Princeton	TX	Signgypsiesprinceton@gmail.com
Stephen Grimes & Jennifer McChristian	Rockwall-Heath	TX	signgypsies.rockwallheath@gmail.com
Ashlee & Cortney Pace	Summit/Morgan	TX	ashleecpace@gmail.com
Shelly Halsey	Wilson County	TX	sldieckow@yahoo.com
Kiersten Munk	Cache County	UT	kierstenmunk@gmail.com

<b>Franchisee</b>	<b>Location Name</b>	<b>State</b>	<b>Email</b>
Jamie Townsend	Cedar City	UT	townsendjl1@gmail.com
Misty Palmer & Rhonda Johnson	Nephi	UT	Misty@jplandscape.org
Lindsay Schneider	Weber Davis	UT	lindsayschneider@gmail.com
Tonya Sanders	Big Stone Gap	VA	cheermom4olivia@gmail.com
Michelle & Robert R. Kramer, Jr	Richmond VA	VA	celebration4you@yahoo.com
Marisa Herrera & Dan Morrison	Bellingham	WA	m_d.wedding@outlook.com
David Kaufer	SnoCo	WA	davidrkaufer@gmail.com
Aymee Balison & Julie Kowalkowski	Green Bay	WI	aymeeannebalison@gmail.com
Domonic Wiedenhoft & Matt Pagel	Lake Country	WI	Dman.wiedenhoft@gmail.com

If you buy this franchise, your contract 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 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 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 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 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.

Payment of initial franchise fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status.

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**

Section 3.1 of the Franchise Agreement is modified as follows:

Based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Sections 2.2, and 9.2 of the Franchise Agreement is 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.

[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 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: \_\_\_\_\_

**(IF INDIVIDUALS):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

## WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, COMPLIANCE CERTIFICATION QUESTIONNAIRE, AND RELATED AGREEMENTS

**This Washington Addendum to the Franchise Agreement, Compliance Certification Questionnaire, and Related Agreements (“Addendum”)** 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 \_\_\_\_\_ (“**Franchisee**”).

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

2. Section 3.1. Section 3.1 of the Franchise Agreement is amended to state:

Collection of initial franchise fees shall be postponed until after all of the franchisor’s initial obligations are complete and the franchisee is open for business.

3. Section 15.2. Section 15.2 is replaced, in its entirety, by the following:

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. You further acknowledge and represent to Franchisor that neither Franchisor nor its representatives have made any statements inconsistent with the terms of this Agreement.

4. Washington Law. The following paragraphs are added to the end of the Franchise Agreement:

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in 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 in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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, or as determined by the arbitrator or mediator at the time of 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 Franchise Investment Protection Act, in Washington.

In the event of a conflict between the Washington Franchise Investment Protection Act (the “**Act**”) and the law chosen in the Franchise Agreement, the provisions of the Act, Chapter 19.100 RCW, shall prevail.



To the extent required by the Act, a release or waiver of rights executed by a Franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

To the extent required by the Act, transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

You have the right to terminate the Franchise Agreement on any grounds permitted by law.

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.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

The next page is the signature page.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum 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]

**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	April 18, 2023
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	April 19, 2023

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 18, 2023.

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 18, 2023, 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.

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- 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]**