

FRANCHISE DISCLOSURE DOCUMENT



Patrice Franchising, LLC
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Patrice Franchising, LLC offers franchises for the operation of a recruiting business that specializes in providing management candidates to the retail, restaurant and hospitality industry as well as all other industries.

The total investment necessary to begin operation of a Patrice & Associates® franchise ranges from \$105,100 to \$121,050. This includes \$92,000 to \$95,500 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 government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchisor at 9112 East Verde Grove View, Suite 101-E, Scottsdale, AZ 85255 or by phone at (301) 327-5059.

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 accountant.

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

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

Issuance Date: April 15, 2025 (amended December 12, 2025)

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 Arizona. 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 Arizona than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **General Financial Condition.** The ~~Franchisor's~~franchisor's financial condition, as reflected in its financial statements (see Item 21)), ~~calls into question the Franchisor's~~franchisor's financial ability to provide services and support to you.
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 a riskier investment than a franchise in a system with a longer operating history.
- 4.5. **Turnover Rate.** During the last 3 years, a high percentage of franchised outlets (82, more than 30%) were terminated, not renewed, required by the franchisor or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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

check all applicable laws, regulations and ordinances. You are responsible for knowing and complying with these laws. There may be other local, state and/or federal laws or regulations that apply to your P&A Agency. We strongly suggest that you investigate these laws before buying this franchise.

ITEM 2 BUSINESS EXPERIENCE

Jason C. Miller - Chief Executive Officer

Mr. Miller has been our Chief Executive Officer since December 2024. His other employment positions during the past 5 years include the following:

Employer Name	Location	Title	Time Period
Patrice Franchising, LLC	Southbury, CT	Vice President Franchise Development	Dec 2022 to Nov 2024
PAF (predecessor and indirect parent of Patrice Franchising, LLC)	Southbury, CT	Vice President Franchise Development	Jun 2016 to Nov 2022

George W. Wooten – Vice President - Operations

Mr. Wooten has been our Vice President - Operations since February 2025. His other employment positions during the past 5 years include the following:

Employer Name	Location	Title	Time Period
Grow Forward Solutions LLC	Harrisonburg, VA	Principal / Managing Partner	May 2016 – Present

ITEM 3 LITIGATION

A. Concluded Litigation Matters

Mark Fischer v. Patrice & Associates Franchising, Inc. (now Patrice Franchising, LLC), No CV-17-629 (First Judicial District of Minnesota)

Franchisee and regional developer, Mark Fischer, was in default under both his Franchise Agreement and his Regional Development Agreement. Despite this, on July 19, 2017, Fischer filed a lawsuit in Minnesota State Court against our predecessor, PAF, claiming (1) fraudulent misrepresentation, based upon making knowingly false statements regarding average recruiter performance, providing misleading financial projections through a pro forma, and omitting the existence and material impact of “fallouts” on profitability; (2) negligent misrepresentation and based upon supplying false or misleading information about franchise performance without reasonable care, failing to verify the accuracy of its representations or the completeness of its disclosures, and causing Fischer to rely to his detriment on materially inaccurate performance data; and (3) violation of the Minnesota Franchise Act and based upon making untrue statements and omissions during franchise sales communications, failing to disclose material facts necessary to make its statements non-misleading, and violating Minnesota’s anti-fraud provisions governing franchise offerings. Mark Fischer sought actual damages in excess of \$50,000 together with interest, costs and disbursements and attorneys’ fees. The state-court suit has been dismissed upon joint stipulation by the parties, and has proceeded to arbitration as required under the Franchise Agreement [GE-Q5RVKRDRUJNV-1870464117-2]. PAF filed counterclaim for breach of the Franchise Agreement and Regional Development Agreement as well as intentional interference with contractual relationship and intentional interference with business expectancy seeking damages in excess of \$1,000,000. Following a lengthy arbitration, an arbitration award was granted on February 28, 2019, whereby Mark Fischer was awarded only a refund of his franchise fees under the Franchise Agreement and Regional Development Agreement with prejudgment interest but was denied lost opportunity damages and claimed operating expenses. Mark Fischer was

also awarded approximately one-third of the attorneys' fees and expenses he sought. All other claims and counterclaims made by both parties were either denied or dropped by the parties.

Daniel Harris and Hospitality Partners, LLC v. Patrice and Associates Franchising, Inc., Patrice Rice and Brian Miller, Case No. 01-18-0000-0461 (American Arbitration Association)

Franchisee Daniel Harris and Hospitality Partners, LLC (“Claimant”) filed for arbitration on January 3, 2018 naming the following parties as defendants: our predecessor, PAF; our former Chief Executive Officer, Brian K. Miller (who served as PAF’s Chief Operating Officer at the time the suit was filed); and our Consultant, Patrice Rice (who served as PAF’s President and Director at the time the suit was filed). Claimant alleged violation of New York State Franchise Sales Act, common law fraud, and negligent misrepresentation based on claims that PAF wrongfully and fraudulently sold Claimant a franchise by providing disclosures which were misleading and contained misrepresentations. The Claimant’s demand was for rescission of the franchise agreement, \$75,000 plus interest and costs, and attorneys’ fees. PAF filed an Answer on March 21, 2018, containing multiple defenses (including that Claimant suffered no damages but instead returned his investment in less than a year) and a counterclaim that Claimant breached the franchise agreement and, as a result, PAF requested an award for the fees that PAF would have received (in excess of \$250,000) had the breach not occurred, plus interest, attorneys’ fees, costs and expenses. On May 25, 2018, the arbitrator dismissed Patrice Rice and Brian Miller from the case. Rather than involve the company in protracted litigation and to remain focused on its performing franchisees, ~~on~~ On July 2, 2018, PAF and the Claimant entered into a confidential settlement agreement whereby PAF refunded ~~only~~ the fees and training costs Claimant paid to PAF (\$69,000) ~~(without any consideration of his alleged damages)~~ and the parties exchanged mutual releases without admitting ~~any wrongdoing whatsoever~~.

Patrice & Associates Franchising, Inc. (now Patrice Franchising, LLC), v. McCoury Enterprises, Inc., Case No. 01-19-0004-4829 (American Arbitration Association)

On December 12, 2019, our predecessor, PAF, filed for arbitration against McCoury Enterprises, Inc. (“McCoury”), an area representative, seeking a declaratory judgment stating that (a) McCoury breached the area representative agreement in several material respects, including, but not limited to, failure to make efforts to solicit potential franchisees and failure to submit required reports and (b) PAF had the right to terminate the area representative agreement and related franchise agreement, both of which were signed on January 17, 2018. On May 22, 2020, the parties entered into a confidential settlement agreement whereby PAF agreed to pay to McCoury an amount of \$125,000 and the parties mutually agreed to terminate the Area Representative Agreement and Franchise Agreement and exchanged mutual releases.

~~Other than as~~

B. Pending Litigation Matters

Jason B. Sweeney v. Patrice & Associates, LLC; Jason Miller; James Hinchey; Sabrina Demetriades; and Does I-50, Case No. 25CV0456 (Superior Court of the State of California, County of San Luis Obispo, North County Division – Paso Robles Branch)

On December 3, 2025, Jason B. Sweeney, a current franchisee (“Plaintiff”) filed a civil complaint in the Superior Court of the State of California, County of San Luis Obispo, North County Division – Paso Robles Branch against us and Jason Miller, James Hinchey, and Sabrina Demetriades, as well as unnamed defendants (“Defendants”). The complaint alleges claims for fraudulent inducement, negligent misrepresentation, violation of the California Franchise Investment Law, unfair competition (Bus. & Prof. Code § 17200), breach of contract, breach of the implied covenant of good faith and fair dealing, declaratory relief, rescission, and damages. Plaintiff alleges, among other things, that Defendants made and/or failed to disclose information regarding franchise earnings and franchise performance in connection with the offer and sale of the franchise, and that Defendants violated the California Franchise Investment Law by making untrue statements and omitting material facts in connection with the offer and sale of the franchise.

Plaintiff seeks, among other relief, rescission and restitution of amounts paid, as well as compensatory damages, punitive and exemplary damages, attorneys' fees and costs, declaratory and injunctive relief, and pre- and post-judgment interest. Plaintiff alleges damages not less than \$125,000.

Status: This matter is pending. The Defendants deny the allegations and are actively defending the claims. No judgment or settlement has been reached.

Except for the actions described above, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Initial Franchise Fee

You pay us a nonrefundable \$65,000 initial franchise fee at the time you sign the Franchise Agreement. If you are purchasing the right to operate an additional P&A Agency, your initial franchise fee is reduced to \$32,500. The initial franchise fee is uniformly imposed.

Initial Training Fee (Franchisee Training)

You pay us a nonrefundable \$7,000 initial training fee at the time you sign the Franchise Agreement. The \$7,000 initial training fee covers initial training for the Managing Owner (described in Item 15) as well as our 90-day mentoring program. There is no additional charge if you send more than 1 owner to initial training. The initial training fee is uniformly imposed.

Initial Training Fee (Manager Training)

If you choose to hire a Manager (described in Item 15), the Manager must complete our required training program. You pay us a nonrefundable \$3,500 training fee for each Manager we train. The Manager training fee is due at the time training is scheduled. The Manager training fee is uniformly imposed.

Executive Recruiting Training & Certification

You pay us a nonrefundable \$10,000 executive recruiting training and certification fee at the time you sign the Franchise Agreement. Executive recruiting training is required in order to participate in executive recruiting and is supplemental to the initial training.

Microsite Fee

You pay us a nonrefundable \$7,000 Microsite fee at the time you sign the Franchise Agreement. This fee is paid in exchange for the 10-page local website we develop for your P&A Agency (your "Microsite") and includes ongoing maintenance and support. The Microsite fee is uniformly imposed.

Marketing Starter Kit

You must pay us or our designated supplier \$3,000 for a starter kit ("Starter Kit") of initial inventory of marketing materials to reach businesses in your area. The Starter Kit includes items such as client brochures, apparel, business cards, note cards, pens, congratulations cards, table sign, personalized stationary and envelopes. This fee is nonrefundable.

ITEM 6 OTHER FEES

TYPE OF FEE ¹	AMOUNT ^{2, 3}	DUE DATE	REMARKS
Royalty Fee	10% of Gross Sales	Day of each week that we specify (currently Friday) for Gross Sales collected during prior reporting period	You must send us Gross Sales reports for each reporting period. Our current reporting period runs from Friday to Thursday. We may change the reporting period and/or royalty fee due date upon 30 days' prior notice.
Billing Services Fee	5% of Gross Sales	Same as royalty fee	We invoice all clients and collect payment for the services you provide. Each week, we pay you the net amount of Gross Sales we collect for services you provide after deducting fees and other amounts you owe us. You may not directly invoice clients or collect payment without our prior written consent.
Brand Fund Fee	2% of Gross Sales	Same as royalty fee	We deposit this fee into a Brand Fund. You have no voting rights pertaining to the administration of the Brand Fund, the creation or placement of advertising, or the amount of the brand fund fee.
P&A Database Fee	7% of Gross Sales	Same as royalty fee	Paid for your license to access our proprietary P&A Database.
Recruiter Setup & Licensing Fees	\$125 initial fee plus \$60 125 per month	\$125 due at time you hire Recruiter and monthly fee due on the first day of each month, paid by ACH or credit card	You pay this fee for each Recruiter you hire. The \$125 initial fee includes setting up the Recruiter's email and access to the P&A Database. The \$60 125 monthly fee covers the Recruiter's ongoing access to the P&A Database. <u>The monthly licensing fee may be increased by up to 10% per year upon 30 days notice.</u>
Training Fee (New Recruiters)	\$500 if we train Recruiter or no charge if you train Recruiter	At time training is scheduled (if we train Recruiter) or time you hire recruiter (if you train Recruiter)	You may train new Recruiters you hire, at no cost, if you are certified to use the Proctor Program, which is our virtual training program curriculum. If you are not certified to use the Proctor Program, we must train new Recruiters that you hire.
Training Fee (New Manager)	\$3,500	At time training is scheduled	You are not required to hire a Manager. If you choose to do so, we must train the Manager.
Conference Registration Fee	\$495 per person per conference	30 days before conference (or during initial training for 1 st annual conference)	We may hold an annual conference to discuss business and operational issues affecting P&A Agencies. Attendance is mandatory for your Managing Owner and Manager (if applicable). You pay the conference registration fee regardless of whether these individuals attend. You are also responsible for all expenses and costs the conference attendees incur, including wages, travel and living expenses.
Technology Fee	Up to \$500 per month (currently \$350 per month)	10 days after invoice or as we otherwise specify	Includes amounts you pay us or our affiliate for Technology Systems, including amounts paid for proprietary items and amounts we collect from you and remit to third-parties. It may also include an administrative fee for managing the technology platform and negotiating/managing relationships with third-party licensors. It does not include amounts you pay to third parties.

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
y. Franchise Owner Agreement (brand protection covenants, transfer restrictions and financial assurance for owners and spouses)	9 &	Item 15

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases or obligations.

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

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

Before you open your P&A Agency, we will:

1. Provide access to our Manual which will help you establish and operate your P&A Agency. The Manual includes 147 pages. The Table of Contents is attached as EXHIBIT "E". (§6.1 & 11.2)
2. Provide our written specifications for the goods and services you must purchase to develop, equip and operate your Business and a list of approved and/or designated suppliers for these goods and services. We do not deliver or install any other items that you purchase. (§11.2)
3. Setup and launch your Microsite, as further discussed below under "Advertising and Marketing". (§6.7)
4. Grant you access to the P&A Database, as further discussed below under "Computer System". (§6.2)
5. Provide an initial training program, as further discussed below under "Training Program". (§5)

During the operation of your P&A Agency, we will:

1. Grant you access to the P&A Database and provide all associated maintenance and support, as further discussed below under "Computer System". (§6.2)
2. Provide you with a mentor during the 90-day period after you commence operating your P&A Agency, as further discussed below under "Training Program". (§6.4)
3. Provide you with executive recruiting training after you complete initial training. (§5.3)
4. Conduct group telephone calls with you and other newly operational franchisees twice a week during the 6-week period after you commence operating your P&A Agency, as further discussed below under "Training Program". (§6.4)
5. Provide our guidance and recommendations to improve the operation of your P&A Agency. ~~(§6.5)~~ We do not provide you with our suggested retail pricing on goods and services you sell. (§6.5)
6. Administer the brand and system development fund, as further discussed below under "Advertising and Marketing". (§10.1)
7. Provide all billing and collection services on behalf of your P&A Agency. (§6.7)
8. Maintain a corporate website to promote our brand, as further discussed below under "Advertising and Marketing". (§6.3 & 10.3)
9. Provide ongoing maintenance and support for your Microsite, as further discussed below under "Advertising and Marketing". (§6.3)
10. Provide periodic training programs, as further discussed below under "Training Program". (§5)

us.

Training Fees and Costs

We provide our pre-opening initial training program for your Managing Owner in exchange for the \$7,000 initial training fee. There is no additional charge if you send more owners to initial training. If you choose to hire a Manager, the Manager must complete our required training program. You pay us a \$3,500 training fee for each Manager we train. When you hire a new Recruiter, you pay us: (a) no training fee if you train the Recruiter using the Proctor Program; or (b) a \$500 training fee if we train the Recruiter. If we provide onsite training or assistance, you must also reimburse us for all costs we incur for meals, travel and lodging. We do not charge a training fee for any other training programs we may offer. You are responsible for any costs your trainees incur for training, including wages, travel and living expenses.

Site Development (§7.1)

Patrice & Associates is a home-based business. We do not impose any standards or have any requirements for your home office.

We do not anticipate that many franchisees will purchase or lease separate commercial office space for purposes of operating their P&A Agency. If you choose to lease commercial office space, we do not impose any standards or specifications except that your office must be located in your territory and present a professional appearance. You do not need our approval of your office location or your lease. There are no restrictions on your ability to relocate your office within your territory. We do not select the site for your office and we do not purchase the premises and lease it to you.

Opening Requirements (§7.2)

We expect most franchisees will typically open within 60 days after signing the Franchise Agreement. Factors that may affect this time include:

- the amount of time needed to secure insurance, licenses and permits
- delayed delivery or installation of equipment and supplies
- the amount of time needed to complete training

You may not open your P&A Agency prior to receipt of our written authorization to open. We need not issue our authorization to open until all of the following conditions are met:

- the initial trainees successfully complete the initial training program
- you purchase all required insurance policies and provide us with evidence of coverage
- you obtain all required licenses, permits and other governmental approvals

Unless we agree to the contrary, you must open your P&A Agency within 90 days after signing the Franchise Agreement. We may terminate the Franchise Agreement if you fail to open by this deadline and the initial franchise fee will be forfeited, unless the failure to meet the deadline is caused by an event of force majeure (e.g., factors or circumstances outside your control).

Advertising and Marketing (§10)

We provide the advertising and marketing support discussed below. You must participate at your own expense in all advertising, promotional and marketing programs we require. You are not required to participate in an advertising cooperative. We have established a franchise advisory council, referred to as the “Patrice & Associates Franchise Advisory Council”, which may provide us with non-binding suggestions and recommendations on various matters relevant to the franchise system, including marketing and advertising matters.

brand and improve our System. We may use the fund to pay for any of the following in our discretion:

- developing maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs
- conducting and administering promotions, contests or giveaways
- expanding public awareness of the Marks
- public and consumer relations and publicity
- brand development
- sponsorships
- charitable and nonprofit donations and events
- website development and search engine optimization
- development and maintenance of an ecommerce platform
- development and implementation of quality control programs, including the use of customer satisfaction surveys
- conducting market research
- changes and improvements to the System
- the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts
- collecting and accounting for contributions to the fund
- preparing and distributing financial accountings of the fund
- any other programs or activities we deem appropriate to promote or improve the System
- direct and indirect labor, administrative, overhead and other expenses incurred by us and/or our affiliates in relation to any of these activities (including salary, benefits and other compensation of any of our, and any of our affiliate's, officers, directors, employees or independent contractors based upon time spent working on any brand fund matters described above)

We direct and have complete control and discretion over all advertising programs paid for by the fund, including the creative concepts, content, materials, endorsements, frequency, placement and media used for the programs. Advertising can be local, regional or national in coverage and utilize any media we deem appropriate, including digital, print, television and radio. The source of advertising will be through a national advertising agency that we engage. The fund will not be used to pay for advertisements principally directed at selling additional franchises, although consumer advertising may include notations such as "franchises available" and one or more pages on our website may promote the franchise opportunity.

You must contribute 2% of your Gross Sales to the fund. We deposit all fund contributions paid by you and other franchisees into the fund. Any company-owned P&A Agency will contribute to the fund on the same basis as our franchisees. However, if we modify the amount or timing of the contributions that must be made to the fund, any company-owned P&A Agency that is established or acquired after the modification may contribute to the fund utilizing the modified amount or timing. Except as stated in this paragraph, we have no obligation to ~~expend our own funds or resources for~~ spend any marketing activities amount of the fund on advertising in your area/territory.

All monies deposited into the fund that are not used in the fiscal year in which they accrue will be utilized in the following fiscal year. Any surplus of monies in the fund may be invested and we may lend money to the fund if there is a deficit. An unaudited financial accounting of the operations of the fund will be prepared annually and made available to you upon request. During the fiscal year ended December 31, 2024, we spent the marketing funds in the following manner:

collected on your computer system but we may inspect your computer system and access the data as part of an inspection.

We own all data relating to your business operations and all data pertaining to the Applicants and Clients you work with. We grant you a license to use this data solely for purposes of operating your P&A Agency. You must protect all personal data with a level of control proportionate to the sensitivity of data. You must comply with all applicable data protection laws as well as our data processing and data privacy policies set forth in the Manual from time to time. You must also comply with the standards established by PCI-DSS to protect the security of credit card information.

Fees and Costs

We estimate the initial cost of your computer system (including any upfront license fees, setup fees, software training fees, data migration fees, etc.) will be as follows:

COMPUTER SYSTEM – INITIAL FEES AND COSTS		
Item	Quantity	Cost
Windows Desktop or Laptop (Not more than 3 years old)	1	\$428 to \$928
Microsoft Office (with Outlook)	1	\$72
Total		\$500 to \$1000

As further detailed in Item 6, you must pay us a technology fee for certain software, technology and related services that we provide. As of the issuance date of this Disclosure Document, we charge a technology fee of \$350 per month (\$4,200 per year), for market research and development costs of recruiting software, ongoing cost of developing and maintaining enhancements and updates to CRM, franchisee CRM access, the email and text-to-hire platform for franchisees, and rising cost of technology. The table below identifies the ongoing fees and costs you must pay for the software, technology, Apps, subscriptions and related services (including the software, technology and related services covered by the technology fee):

COMPUTER SYSTEM – ONGOING FEES AND COSTS			
Item	Fee (Monthly)	Fee (Annual)	To Whom Paid?
QuickBooks Online	\$35 to \$99	\$420 to \$1,188	Intuit
P&A Database	7% of weekly Gross Sales, plus \$60 per month for each Recruiter you hire	7% of weekly Gross Sales, plus \$720 per month year for each Recruiter you hire	Us
Total			

Maintenance, Support, Updates and Upgrades

In exchange for the licensing fees described above: (a) we will provide all require ongoing maintenance, support and updates for the P&A Database; and (b) the licensor of QuickBooks Online will provide all required maintenance, support, updates and upgrades for QuickBooks Online. Except as disclosed in the preceding sentence: (a) neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system; and (b) we are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your computer system.

Computer System Maintenance and Changes

You must maintain the computer system in good condition at your cost. We may require that you upgrade or update your computer system and other Technology Systems to conform to our then-current specifications. We

estimate the annual cost to upgrade your computer system will be approximately \$1,000. There are no contractual limitations on the frequency or cost of these updates or upgrades.

ITEM 12 TERRITORY

Location of Your Business

The Franchise Agreement grants you the right to operate one P&A Agency solely within the territory we designate. You must designate the location from which you will operate your P&A Agency. Your designated location must be within your territory but you do not need our approval of the specific site. You may operate your P&A Agency from a home office or you may choose to operate from separate commercial office space. You may relocate your designated location anywhere within your territory without our approval, but you must notify us of the relocation in advance.

Your Territory

We typically grant territories that consist of one or more adjacent zip codes, as determined by the United States Postal Service. However, we may define territories in any other manner we deem appropriate (for example, by reference to city or other municipal boundaries). In determining a territory, we consider factors such as population, the amount of infrastructure in hospitality and retail, proximity to competitors, proximity to other franchisees and natural, physical or political boundaries. There is no minimum-sized territory. However, most territories include a population of approximately 250,000 people. Population determinations are based on United States Department of Commerce Census Bureau census data using territory mapping software programs. The boundaries of your territory will be described in Part C of ATTACHMENT "A" to the Franchise Agreement at least 7 days before you sign it.

Once your territory is established, we have no obligation to modify your territory based on subsequent changes to population. Upon renewal, we reserve the right to modify the boundaries of your territory in accordance with our then-current territory guidelines and criteria.

Restrictions on Your Sales and Marketing Activities

You are permitted to market and advertise outside of your territory, and you are permitted to contact and work with Applicants, Clients and Referral Sources who reside or are located outside your territory, as long as: (a) you comply with all policies and procedures in the Manual governing extra-territorial marketing (including our Client Development Policy); and (b) you do not engage in Targeted Marketing (defined below) outside of your Territory, regardless of whether it is directed into the territory of another P&A Agency or an open territory. For example, you can place an Applicant who resides within a territory assigned to another P&A Agency if the lead was referred to you by a friend or family member.

“Targeted Marketing” means advertising or marketing that is directed into a specific territory for purposes of soliciting Applicants, Clients or Referral Sources from within that territory. Marketing that is distributed, circulated or received both within your territory and within another territory is not considered “Targeted Marketing” if: (a) you use reasonable efforts to limit the circulation or distribution of the advertising to areas within your territory; and (b) the majority of the recipients of the advertising are located within your territory and there is only incidental circulation or distribution within a territory assigned to another P&A Agency. Targeted Marketing also does not include any marketing we conduct as part of our administration of the brand and system development fund or other system-wide marketing or advertising efforts. The meaning of “Targeted Marketing” that is “directed into a territory” may be further defined in the Manual, but examples include:

- direct mail sent to addresses located within a given territory
- telephone calls made to persons or businesses known to reside or be located within a given territory
- television or radio advertising intended to be published or played within a given territory
- advertising in a newspaper, magazine or other publication distributed to subscribers residing within a given territory

expense.

Our affiliate, Patrice IP, LLC, Inc., owns the following trademark that has been registered on the Principal Register of the United States Patent and Trademark Office:

REGISTERED MARKS		
Mark	Registration Number	Registration Date (Last Renewal Date)
PATRICE & ASSOCIATES	3560253	January 13, 2009 (February 14, 2018)

All required affidavits have been filed and we have filed all required renewals.

On December 14, 2022, we entered into an Intellectual Property License Agreement with Patrice IP, LLC (the “License Agreement”). Under the terms of the License Agreement, Patrice IP, LLC granted us the right to use the Marks in the Patrice & Associates System and sublicense the Marks to our franchisees. The term of the License Agreement automatically renews annually, unless it is terminated in accordance with its terms. Patrice IP, LLC is permitted to terminate the License Agreement only if we: (a) declare bankruptcy or become insolvent; (b) breach Patrice IP, LLC’s quality control standards and fail to cure the breach within a 60-day cure period; or (c) consent to the termination. If the License Agreement is terminated, it states all sublicenses granted by us to our franchisees will continue in full force and effect until the expiration or termination of the applicable franchise agreement. No other agreements limit our right to use or sublicense use of the Marks.

You must follow our rules when using the Marks. You cannot use the Marks as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You cannot use the Marks relating to the sale of any product or service we have not authorized.

You must notify us immediately if you discover an infringing use (or challenge to your use) of the Marks. We will take the action we think appropriate. We are not required to take any action if we do not feel it is warranted. We may require your assistance, but you may not control any proceeding or litigation relating to our Marks. You must not directly or indirectly contest our or Patrice IP, LLC’s right to the Marks.

The Franchise Agreement does not require that we: (a) protect your right to use the Marks; (b) protect you against claims of infringement or unfair competition arising out of your use of the Marks; or (c) participate in your defense or indemnify you for expenses or damages you incur if you are a party to an administrative or judicial proceeding involving our Marks or if the proceeding is resolved in a manner unfavorable to you.

There are currently no: (a) effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; (b) pending infringements, oppositions or cancellations; or (c) pending material litigation involving any of the Marks. We are not aware of any infringing uses that could materially affect your use of the Marks.††

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise.

Although we have not filed an application for copyright registration for the Manual, our website, the P&A Database or our marketing materials, we do claim a copyright to these items.

During the term of the Franchise Agreement, we allow you to use certain confidential and proprietary information (some of which constitute “trade secrets”) relating to the development, marketing and operation of a P&A Agency. Examples include:

- methods and techniques
- standards and specifications

ensure the P&A Agency is operated in accordance with the Franchise Agreement and Manual. We do not require that your Manager or other employees own any equity interest in the franchise.

All of your employees, agents and representatives who may have access to our confidential information (including all Recruiters and Managers) must sign the Brand Protection Agreement. If you are an entity, each owner (i.e., each person holding an ownership interest in you) and the spouse of each owner must sign the Franchise Owner Agreement attached to the Franchise Agreement as ATTACHMENT "B".

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We must approve all goods and services you sell. You must offer all goods and services we require. You may not sell any goods or services we have disapproved. At any time, we may change the goods and services you sell and you must comply with the change.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTIONS IN AGREEMENT	SUMMARY
a. Length of franchise term	1 (Definition of "Term") & 4.1	Term is equal to 5 years.
b. Renewal or extension of the term	4.1 & 4.2	If you meet our conditions for renewal, you can enter into 3 consecutive successor franchise agreements. Each renewal term will be 5 years. The parties may mutually agree to further renewals but neither party is obligated to do so (subject to state law).
c. Requirements for you to renew or extend	4.1 & 4.2	You <u>In order to renew your franchise rights and enter into a Successor Agreement for your continued operation of your business, you must:</u> not be in default; give us timely notice; sign then-current form of franchise agreement and related documents (e.g., Franchise Owner Agreement, etc.); sign general release (subject to state law); and upgrade equipment to current standards. We may refuse renewal if you receive 2 or more default notices from us during the term. If you renew, you may be required to sign a contract with materially different terms and conditions than <u>from</u> the original contract.
d. Termination by you	20.1	You can terminate if we default and fail to timely cure.
e. Termination by us without cause	20.4	We can terminate without cause if you provide your written consent.
f. Termination by us with cause	20.2 & 20.3	We can terminate if you default.
g. "Cause" defined - curable defaults	20.2 & 20.3	You have 10 days to cure any monetary default. You have 30 days to cure any other default (other than defaults described below under "non-curable defaults").

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTIONS IN AGREEMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires	14.3 & 21.1	No involvement for 2 years in competing business within your territory or the territory of any other P&A Agency. May not solicit Applicants or Clients in P&A Database.
s. Modification of the agreement	24.3 & 24.8	Requires writing signed by both parties (except we may unilaterally change Manual or reduce scope of restrictive covenants). Other modifications to comply with state laws.
t. Integration/merger clause	24.8	Only the terms of the Franchise Agreement and its attachments are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	22	Subject to state law, all disputes must be mediated or arbitrated before litigation, except for certain disputes involving our intellectual property or compliance with restrictive covenants.
v. Choice of forum	22	Subject to <u>applicable</u> state law, all mediation, arbitration and litigation must take place in county where we maintain our principal place of business at time dispute arises (currently, Maricopa County, Arizona).
w. Choice of law	24.1	Subject to <u>applicable</u> state law, Delaware law governs.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

Defined Terms

For purposes of this FPR, the following terms have the meanings given to them below.

"FPR" means the financial performance representation set forth in Item 19 of this Disclosure Document.

"Franchised Outlet" means any P&A Agency that is owned by a franchisee.

"Measuring Period" means the period of time commencing January 1, 2024 and expiring December 31, 2024.

"Placement Fees" are the fees charged by franchisees when successfully placing a candidate with a client company. "All Placement Fees" include all placement fees for client agreement, while "Executive Search Placement Fees" are comprised of a subset of placement fees that involve placement of executive

management personnel. We subtract from gross Placement Fees any fees associated with placements that fell through (“fallouts”) and any unused fees or credits that expired during the same timeframe.

~~“Qualifying Gross Revenue Outlet” means any Franchised Outlet that was open as of the last day of the Measuring Period.~~

~~“Qualifying Placement Outlet” means any Franchised Outlet that satisfies all of the following criteria: (a) the outlet was open and operating throughout at any point during the entire Measuring Period; and (b) the outlet is not a Resale Outlet; (e) the outlet made at least one placement during the Measuring Period.~~

~~“Resale Outlet” means any P&A Agency that has executed a resale agreement.~~

System Statistics

For purposes of this FPR each P&A Agency may be referred to as an “outlet.” As of December 31, 2024 (the last day of the Measuring Period), there were 189 Franchised Outlets in operation, 100 of which are Qualifying ~~Outlets.~~ Placement Outlets, and all of which are Qualifying Gross Revenue Outlets. This FPR is limited to data from Franchised Outlets. There were no company-owned P&A Agencies in operations during 2024; therefore the FPR does not include data from Company-Owned Outlets. Of the 189 outlets that were open as of the end of the Measuring Period, 89 did not qualify as “Qualifying Placement Outlets” because they did not make at least one placement during the Measuring Period and therefore had no operations. ~~All 189 outlets that were open as of the last day of the Measuring Period qualified as “Qualifying Gross Revenue Outlets.” There were a total of 27 Franchised Outlets that closed during the Measuring Period. There were no excluded outlets that closed during the same time period after being open less than 12 months.~~

~~These figures are based on the actual placement fees for hires, without any deductions for fees, costs or expenses.~~ There are no material differences between the operations of the Qualifying Placement Outlets / Qualifying Gross Revenue Outlets and the franchised business offered under this Disclosure Document.

Financial Performance Representation – Placement Fees

The following table presents the historical financial results achieved by the Qualifying Placement Outlets during the Measuring Period. These figures are based on the actual placement fees for hires, without any deductions for fees, costs or expenses.

2024 Placement Fees of Qualifying Placement Outlets		
	All Placement Fees	Executive Search Placement Fees
Combined Total Placement Fees	\$5,070,505	\$1,984,254
Average Placement Fee	\$10,121	\$23,622
Highest Placement Fee	\$97,500	\$97,500
Lowest Placement Fee	\$2,000	\$15,000
Median Placement Fee	\$7,920	\$19,500
Total Placements	501	84
Number & Percent that Achieved/Surpassed Average	174 of 501 (35%)	25 of 84 (30%)

Subsets Utilized – Gross Revenue

~~We have separately broken out the data into the following subsets. The following table identifies the total number of Qualifying Gross Revenue Outlets in each subset:~~

<u>SUBSETS</u>	
<u>Subset</u>	<u>Number of Qualifying Gross Revenue Outlets in Subset</u>
<u>All Outlets</u>	<u>189</u>
<u>Subset 1</u> <u>(Top 25%)</u>	<u>47</u>
<u>Subset 2</u> <u>(Second Highest 25%)</u>	<u>47</u>
<u>Subset 3</u> <u>(Second Lowest 25%)</u>	<u>47</u>
<u>Subset 4</u> <u>(Bottom 25%)</u>	<u>48</u>

Financial Performance Representation – Gross Revenue

The following table presents the historical financial results achieved by the Qualifying Gross Revenue Outlets during the Measuring Period.

<u>2024 GROSS SALES: QUALIFYING GROSS REVENUE OUTLETS</u>					
<u>Subset</u> <u>(Number of Outlets in Subset)</u>	<u>Highest</u>	<u>Lowest</u>	<u>Median</u>	<u>Average</u>	<u>Number & Percent that</u> <u>Achieved/Surpassed Average</u>
<u>All</u> <u>(189 Outlets)</u>	<u>\$428,913.80</u>	<u>\$0.00</u>	<u>\$2,800.00</u>	<u>\$18,976.29</u>	<u>50 of 189 (26.5%)</u>
<u>Subset 1</u> <u>(47 Outlets)</u>	<u>\$428,913.80</u>	<u>\$21,289.50</u>	<u>\$47,940.04</u>	<u>\$66,782.29</u>	<u>18 of 47 (38.3%)</u>
<u>Subset 2</u> <u>(47 Outlets)</u>	<u>\$19,568.00</u>	<u>\$2,850.00</u>	<u>\$7,896.00</u>	<u>\$9,258.09</u>	<u>19 of 47 (40.4%)</u>
<u>Subset 3</u> <u>(47 Outlets)</u>	<u>\$2,800.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$268.55</u>	<u>9 of 47 (19.1%)</u>
<u>Subset 4</u> <u>(48 Outlets)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>48 of 48 (100%)</u>

Notes to Tables:

- Source of Data: As we provide the billing and collection for all of our franchisees, we have all of the information regarding the collected fees. The data has not been audited.
- The FPR does not include any expense information. As a franchisee, you will incur expenses, such as payroll, marketing, inventory replenishment, utilities as well as the initial and ongoing fees imposed under the Franchise Agreement.
- ~~Client Development Expectations: Success in the P&A business model is influenced in part by the franchisee's ability to generate their own client base and leverage the P&A database. Franchisees are advised to allocate at least 20 hours per week specifically to new business development activities.~~

Franchise Disclosure Document (2025)

~~Franchisees are encouraged to aim for a placement mix that reflects approximately 50% sourced from corporate clients and 50% from self-generated client relationships.~~

You should consult with your advisors to develop your own estimates of revenue for your P&A Agency.

Some P&A Agencies have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Written substantiation for this financial performance representation will be made available to you upon your reasonable written request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jason Miller, 9112 East Verde Grove View, Suite 101-E, Scottsdale, AZ 85255 or by phone at (301) 327-5059, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2022 TO 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	179	171	-8
	2023	171	188	+17
	2024	188	189	+1
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	179	171	-8
	2023	171	188	+17
	2024	188	189	+1

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2024

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

A list of all current franchisees is attached to this Disclosure Document as EXHIBIT "F" (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2024. In addition, EXHIBIT "F" (Part B) lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

In the last 3 fiscal years, some franchisees have signed confidentiality agreements with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no: (a) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed; or (b) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Our fiscal year ends on December 31st. Audited financial statements of Patrice Franchising, LLC for the period ended December 31, 2024, December 31, 2023, and December 31, 2022 are attached to this Disclosure Document as EXHIBIT "G". In addition, In addition, an unaudited balance sheet as of September 30, 2025 and a profit and loss statement from January 1, 2025 through September 30, 2025 are attached to this Disclosure Document as EXHIBIT "G".

ITEM 22 CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibits to Disclosure Document

- EXHIBIT "C" Franchise Agreement
- EXHIBIT "D"-1 State Addenda
- EXHIBIT "D"-2 Franchisee Disclosure Questionnaire (**Questionnaire may not be signed or used if the franchisee resides within, or the franchised business will be located within, a franchise registration state**)
- EXHIBIT "D"-3 General Release
- EXHIBIT "D"-4 Franchise Resale Agreement

Attachments to Franchise Agreement

- ATTACHMENT "B" Franchise Owner Agreement
- ATTACHMENT "C" ACH Authorization Form
- ATTACHMENT "D" Confidentiality Agreement

ITEM 23 RECEIPT

EXHIBIT "I" to this Disclosure Document are detachable receipts. You are to sign both, keep one copy and return

processes, procedures, methodologies and techniques, together with analyses, compilations, studies or other documents that: (i) are designated as confidential; (ii) are known by you to be considered confidential by us; and/or (iii) are by their nature inherently or reasonably to be considered confidential. Confidential Information does not include any information that: (a) is now, or subsequently becomes, generally available to the public (except as a result of a breach of confidentiality obligations by you or your Owners, employees or other constituents); (b) you can demonstrate was rightfully in your possession, without obligation of nondisclosure, before we disclosed the information to you; (c) is independently developed by you without any use of, or reference to, any Confidential Information; or (d) is rightfully obtained from a third party who has the right to transfer or disclose such information to you without breaching any obligation of confidentiality imposed on such third party.

“Copyrighted Materials” means all copyrightable materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a P&A Agency, whether now in existence or created in the future.

“Definitive Agreements” means, collectively, this Agreement, any other Franchise Agreement between you (or your affiliate) and us (or our affiliate) for a P&A Agency or any other franchised concept, and all ancillary agreements executed in connection with any of the foregoing, including, without limitation, each related Franchise Owner Agreement.

“Designated Location” means the location within your Territory from which you will operate your P&A Agency. Your initial Designated Location is set forth in Part B of ATTACHMENT "A" ATTACHMENT "A".

“Dispute” means any Claim, dispute or disagreement between the parties, including any matter pertaining to the interpretation or enforcement of this Agreement or issues relating to the offer and sale of the franchise or the relationship between the parties.

“Effective Date” is defined in the Introductory Paragraph.

“Entity” means a corporation, partnership, limited liability company or other form of association.

“Equity Interest” means a direct or indirect ownership or beneficial interest in the capital stock of, partnership or membership interest in, or other equity, ownership or beneficial interest in (including the right to vote) an Entity.

“Excluded Claim” is defined in §22.

“Force Majeure” means acts or circumstances that are beyond a party’s control, including fire, storm, flood, earthquake, explosion or accident, acts of war or terrorism, rebellion, insurrection, sabotage, epidemic, failures or delays of transportation and strikes, provided that: (a) the non-performing party provides written notice to the other party of the Force Majeure event within a reasonable period of time after the occurrence of such event; (b) the non-performing party is without fault and the delay or failure could not have been prevented by reasonable precautions by the non-performing party; (c) insolvency, lack of required funds or financing, currency fluctuations, currency devaluations, foreign exchange controls or inflation shall never be deemed Force Majeure; and (d) an epidemic or pandemic of a contagious illness or disease, or economic or financial changes caused by an epidemic or pandemic of a contagious illness or disease, shall never be deemed Force Majeure except to the extent a Governmental Authority mandates closure (or prevents the opening) of the P&A Agency as a result of such epidemic or pandemic.

“Franchisee Entity” means the Entity, if applicable, that: (a) signs this Agreement as the franchisee (i.e., “you”) if this Agreement is signed by an Entity; or (b) assumes this Agreement subsequent to its execution by the original Owners.

“Franchise Owner Agreement” means the Franchise Owner Agreement that must be signed by the Owners (and their spouses, if applicable) pursuant to §9, the current form of which is attached hereto as ATTACHMENT "B".

“General Release” means our then-current form of Waiver and Release of Claims you and your Owners must sign pursuant to §4.2 (in connection with a renewal of your franchise rights) or §19.2 (in connection with a

8.3. **Recruiters.** You may hire one or more Recruiters to provide recruitment services on behalf of your P&A Agency. Any Person you hire as a Recruiter must: (a) successfully complete all training programs we require; and (b) sign a Brand Protection Agreement. Either the Managing Owner or a trained Manager must supervise the activities of your Recruiters. For each Recruiter you hire, you must pay us: (a) the applicable Recruiter training fee; (b) a \$125 setup fee; and (c) a ~~\$60~~¹²⁵ per month licensing fee for access to the P&A Database, as further described in §6.2. The monthly licensing fee may be increased by up to 10% per year upon 30 days notice.

8.4. **Employees.** You must determine appropriate staffing levels for your Business to ensure full compliance with this Agreement and our system standards. You may hire, train and supervise employees to assist you with the proper operation of the Business. You must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings required by Law) due for your employees. These employees will be employees of yours and not of ours. We do not control the day-to-day activities of your employees or the manner in which they perform their assigned tasks. You must inform your employees that you exclusively supervise their activities and dictate the manner in which they perform their assigned tasks. In this regard, you must use your legal business Entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, time cards, and similar items. We also do not control the hiring or firing of your employees. You have sole responsibility and authority for all employment-related decisions, including employee selection and promotion, hours worked, rates of pay and other benefits, work assignments, training and working conditions. We will not provide any advice or guidance on these matters. You must require that your employees review and sign the acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee that you are his or her sole employer.

8.5. **Interim Manager.** We have the right, but not the obligation, to designate an individual of our choosing (an "Interim Manager") to manage your P&A Agency if either: (a) your Managing Owner ceases to perform the responsibilities of a Managing Owner (whether due to retirement, death, disability, or for any other reason) and you fail to appoint an approved replacement Managing Owner within 30 days thereof; or (b) you are in material breach. The Interim Manager will cease to manage your P&A Agency at such time that you appoint an approved replacement Managing Owner who has completed training or you cure the material breach, as applicable. If we appoint an Interim Manager, you agree to pay us a management fee equal to \$600 per day during the period of time that the Interim Manager manages your P&A Agency. You must also reimburse us for all travel and living expenses incurred by the Interim Manager. The Interim Manager will have no liability to you except for gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly negligent in appointing the Interim Manager.

9. **FRANCHISEE ENTITY.** You represent that Part A of ATTACHMENT "A" includes a complete and accurate list of your Owners. Upon request, you must send us a resolution of the Franchisee Entity authorizing the execution of this Agreement, a copy of the Franchisee Entity's organizational documents and a current Certificate of Good Standing. Each Owner of the Franchisee Entity, and the spouse of each Owner who is a natural Person, must sign a Franchise Owner Agreement.

10. ADVERTISING & MARKETING.

10.1. **Brand and System Development Fund.**

- (a) **Administration.** We currently administer a brand and system development fund to promote public awareness of our brand and improve our System. We may use the fund to pay for any of the following in our sole discretion:
 - (i) developing, maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs;
 - (ii) conducting and administering promotions, contests or giveaways;

components of the Technology Systems. The technology fee is due 10 days after invoicing or as we otherwise specify. As of the Effective Date, we charge a technology fee of \$350 per month.

- (e) **10DLC Compliance.** We require that you use our designated text-to-hire platform for all text-based hiring communications to ensure compliance with the 10DLC (10-Digit Long Code) texting rules. Your failure to implement or maintain the test-to-hire platform, follow our guidelines, or comply with 10DLC regulations may expose you and the franchise system to significant legal and financial risks. You will bear sole responsibility for such noncompliance and must indemnify us from any associated losses, fines, or damages.

- 11.7. Failure to Comply with Standards.** You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks. If we notify you of a failure to comply with our standards or operating procedures (including, without limitation, failure to provide required reports in a timely manner) and you fail to correct the non-compliance within the period of time we require, then, in addition to any other remedies available to us under this Agreement, we may impose a fine of up to ~~\$100~~500 per occurrence. We may impose an additional ~~\$100~~500 fine for every 48 hours the same non-compliance issue remains uncured following our imposition of the initial fine.

12. FRANCHISE ADVISORY COUNCIL. We may, but need not, create a franchise advisory council (FAC) to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We consider all suggestions in good faith but are not bound by them. The FAC would be established and operated according to rules and regulations we periodically approve, including procedures governing the selection of FAC representatives to communicate with us on matters raised by the FAC. You would have the right to be an FAC member as long as you comply with this Agreement and do not act in a disruptive or abusive manner. As a member, you would be entitled to all voting rights and privileges granted to other FAC members. Each member would have one vote on all matters on which members are authorized to vote.

13. FEES

- 13.1. Initial Franchise Fee.** You agree to pay us a \$65,000 initial franchise fee in one lump sum at the time you sign this Agreement. The initial franchise fee is fully earned by us and non-refundable once this Agreement has been signed.
- 13.2. Royalty Fee.** On each weekly royalty fee due date, you must pay us a royalty fee equal to 10% of your Gross Sales collected during the prior weekly reporting period. Our current royalty fee due date is Friday and our current weekly reporting period runs from Friday to Thursday each week. We may change the royalty fee due date and our weekly reporting period upon 30 days' prior notice.
- 13.3. Other Fees and Payments.** You agree to pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in this §13.
- 13.4. Taxes.** You agree to indemnify and/or reimburse us and our affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any Governmental Authority as a result of the conduct of your P&A Agency or the license of any of our or our affiliates' intangible property to you (whether required to be paid by us or our affiliates, withheld by you or otherwise). Your obligation to indemnify or reimburse us or our affiliates for these taxes does not extend to income-type taxes which a Governmental Authority imposes on us or our affiliates' income.
- 13.5. Late Fee.** If any sum due under this Agreement has not been received by us when due (or there are insufficient funds in your Account to cover the sum when due), then in addition to this sum you must pay us default interest on the amount past due at a rate equal to the lesser of 18% per annum (pro-rated on a daily basis) or the highest rate permitted by applicable Law. If no due date is specified, interest begins to run 10 days after we bill you. We will not impose a late fee for any amount paid pursuant to §13.6 if, but only to the extent, sufficient funds were available in your Account to be applied towards the payment when due. However, we may impose a late fee for any amount we are unable to reasonably determine due to your failure to furnish us with a report required by §15.3 within the required period

MARYLAND

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

In recognition of the requirements of the Maryland Franchise Law, the Franchise Agreement is amended to add the following:

1. Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.
2. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.
3. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Law.
4. Any acknowledgements or representations by you that disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Law.
5. 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.

FRANCHISOR:

Patrice Franchising, LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Title: _____

Date: _____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”), the Disclosure Document is amended as follows:

1. Item 5 of the Disclosure Document is amended to add 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.

~~0.2.~~ Item 17 of the Disclosure Document is amended to add the following:

- a. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply any liability under the Maryland Franchise Registration and Disclosure Law.
- b. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- c. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- d. In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.
- e. The Franchise Agreement and Supplemental Agreements provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

~~2. The Franchise Disclosure Questionnaire, which is attached as an Exhibit to the Disclosure Document, is amended as follows:~~

~~All representations requiring prospective franchisees to assent to the 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.~~

~~In recognition of the requirements of the Maryland Franchise Law, the Franchise Agreement and Supplemental Agreements are amended to add the following:~~

~~0.3.~~ Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

~~0.4.~~ Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

~~0.5.~~ You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Law.

~~6. The Franchise Questionnaire that you completed in connection with your application for the franchise requires you, as a prospective franchisee, to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Law as a condition to your purchase of the franchise. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.~~

~~0.6.~~ Any acknowledgments or representations by you that disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

~~0.7.~~ Nothing in the Franchise Agreement, Supplemental Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

~~0.8.~~ No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.

9. Any franchisee that is a resident of Maryland or where the franchise is to be located in Maryland must not complete or sign the Franchisee Disclosure Questionnaire in Exhibit "D"-2.

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

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

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, 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.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere

FRANCHISE RESALE AGREEMENT

This Franchise Resale Agreement (the “Agreement”) is entered into as of [____], 202[____] (the “Effective Date”) between Patrice Franchising, LLC, a Delaware limited liability company (“we” or “us”) and [____], a(n) [____] (“you” and together with us, the “Parties”).

BACKGROUND

- A. On [____], 202[____], the Parties entered into a(n) Patrice & Associates Franchise Agreement (the “Franchise Agreement”), pursuant to which we granted you the right, license and obligation to develop, open and operate a(n) PATRICE & ASSOCIATES® franchise located at [____], territory number [____] (your “P&A Agency”).
- B. You have notified us that you desire to sell the P&A Agency and you have requested our assistance in effectuating the sale and transfer of the P&A Agency.
- C. We have agreed to assist you in your efforts to sell the P&A Agency subject to the terms and conditions set forth in this Agreement.

AGREEMENT

- 1. **Background Recitals.** The statements made in the Recitals above are true and accurate and are incorporated herein.
- 2. **Defined Terms.** Any capitalized term that is not defined herein shall have the meaning ascribed to it in the Franchise Agreement.
- 3. **Term.** The term of this Agreement (the “Term”) begins on the Effective Date and expires on [____], 202[____]. If the Parties renew the term of the Franchise Agreement, then the Parties may (but need not) renew the Term of this Agreement upon mutually agreeable terms and conditions.
- 4. **Consent to Cease Operations.** We hereby consent to your cessation of operations of your P&A Agency without such actions constituting a default under the Franchise Agreement. This consent applies solely to the cessation of operations and shall not be interpreted as a waiver of any other obligations you may have under the Franchise Agreement; however, you shall not be required to pay any technology fees.
- 5. **Consent to Sell Franchise Post-Cessation.** Contingent upon your maintaining contact with us via email at least once every thirty (30) days, we hereby consent to allow you to sell your P&A Agency following cessation of operations. Failure to fulfill this communication requirement shall result in our right to terminate this consent and treat your P&A Agency as abandoned.
- 6. **Responsibility for Broker/Referral Fees.** You understand and agree that, notwithstanding the cessation of operations or the sale of your P&A Agency, you remain responsible for the payment of any broker or referral fees due if a lead originates from your territory and is approved by us, resulting in the purchase of a single unit Franchise. Such fees shall be paid in accordance with the terms and conditions set forth by us or our designated broker/referral partner, as applicable.
- 7. **Engagement.** You hereby engage us to provide franchise brokerage services during the Term on a non-exclusive basis. We hereby accept the engagement and agree to assist you in your efforts to: (a) locate one or more qualified buyers for your P&A Agency; and (b) sell your P&A Agency to a qualified buyer that we approve as meeting our minimum qualifications and eligibility requirements for a franchisee. You agree that we may offer (and publicly list) your P&A Agency for sale at any price equal to or greater than \$[____].

8. **Sales Assistance.** During the Term, we agree to provide reasonable assistance in connection with your efforts to sell your P&A Agency. We will utilize our current franchise recruiting system and our internal and external franchise sales network (our “Franchise Recruitment Program”) in an effort to identify qualified candidates to purchase your P&A Agency. We shall pre-qualify all leads to ensure they meet our minimum qualifications and eligibility requirements for franchisees. We do not represent or guaranty that our efforts to identify a qualified buyer willing to purchase your P&A Agency will be successful. Under no circumstances will we have any liability to you based on the services we render pursuant to this Agreement.
9. **Your Obligations.** We will expend valuable time and resources attempting to market and sell your P&A Agency. For this reason, you may not refuse any purchase offer that we present to you for a purchase price of at least \$[_____]. However, you will have an opportunity to negotiate a higher price after we introduce the potential buyer to you. You agree to cooperate with us in good faith and provide all reasonable assistance and information we request in order to effectuate the purposes of this Agreement and facilitate the sale of your P&A Agency. You agree to promptly provide all potential buyers with full access to your books and records for due diligence purposes. Throughout the Term, you agree to remain in full compliance with all terms of the Franchise Agreement. You understand that all terms in the Franchise Agreement governing transfer of your P&A Agency (including payment of the transfer fee) shall apply to any sale of your P&A Agency notwithstanding the execution of this Agreement.
10. **Purchase Agreement.** We assume no responsibility for preparing or negotiating the asset or stock purchase agreement between you and the buyer. You and the buyer are solely responsible for preparing and negotiating the asset or stock purchase agreement pursuant to which you will transfer ownership of your P&A Agency to the buyer.
11. **Fees and Costs.** If either (a) you sell your P&A Agency to a buyer solicited through our Franchise Recruitment Program or (b) we materially assist you in your efforts to sell your P&A Agency to a buyer solicited by you or an unaffiliated third party, then you agree to pay us the greater of 10% of the purchase price or \$ _____ as a broker fee, ~~and~~ However, if the services of a broker are not utilized in connection with the sale of your P&A Agency (such as initiating a sale organically through an online marketplace), then you agree to pay us \$ _____ as a marketing services fee (together, the “Service Fee”). The sales price shall be deemed to include the fair market value of any goods, services or other non-monetary consideration the buyer (or any other person) furnishes to you in full or partial consideration for the purchase of the P&A Agency. You must pay us the ~~Service Fee~~ either the broker fee or the marketing services fee in one lump sum concurrently with the closing of the sale of your P&A Agency to the buyer. ~~The Service Fee~~ The broker fee or the marketing services fee shall be in addition to: (a) any transfer fee imposed under the Franchise Agreement which total \$ _____.
12. **Indemnification.** Your indemnification obligation under the Franchise Agreement shall extend to and apply with respect to any damages we incur as a result of or in connection with: (a) your breach of this Agreement; or (b) your discussions, negotiations or relationship with potential buyers solicited through the Franchise Recruitment Program, including your breach of any agreement between you and such buyer.
13. **No Liability.** You hereby agree to hold harmless, and not assert any claims against, us, our affiliates, any of our (or our affiliates’) owners, officers, employees or other representatives, or any member of our Franchise Recruitment Program, in connection with any dispute or disagreement between you and any prospective or actual buyer of your P&A Agency.
14. **Release.** You, and each of your officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them (the “Franchisee Parties”), hereby release, acquit and forever discharge us, any and all of our past and present affiliates, parents, subsidiaries and related companies, divisions and partnerships, consultants, advisors and franchise sellers and its and their respective past and present officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates,

parents, divisions, successors and assigns, and the spouses of such individuals (collectively, the “Franchisor Parties”), from any and all claims, liabilities, damages, expenses, actions or causes of action which any of the Franchisee Parties may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the execution and performance (or lack thereof) of the Franchise Agreement or the offer, sale or acceptance of the franchise related thereto (including, but not limited to any disclosures and representations made in connection therewith). The foregoing release shall not be construed to apply with respect to any obligations contained within this Agreement.

15. California Law. You hereby express your intention to release all existing claims, whether known or unknown, against the Franchisor Parties. Accordingly, you hereby waive §1542 of the California Civil Code, which provides the following:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

[Section 2 only applies for California franchisees; otherwise it is omitted]

16. Washington Franchise Law. The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

[Section 3 only applies for Washington franchisees; otherwise it is omitted]

- ~~14.~~17. Default & Termination. If you breach any obligation under this Agreement and fail to cure the breach within 10 days after notice from us, we may immediately terminate this Agreement upon notice to you and pursue any and all remedies available to us under this Agreement, the Franchise Agreement, at law or in equity. Your default under this Agreement constitutes a default under the Franchise Agreement. Similarly, your default under the Franchise Agreement constitutes a default under this Agreement.

- ~~15.~~18. Effect of Expiration or Termination. Upon expiration of the Term, we have no further responsibility or obligation to assist you with the sale of your P&A Agency unless otherwise agreed to by both Parties in writing. If, following the expiration or termination of this Agreement, you sell your P&A Agency to any person: (a) who was initially solicited through our Franchise Recruitment Program during the Term of this Agreement; and/or (b) with respect to whom we provided material assistance in connection with your sales efforts during the Term of this Agreement, then you agree to pay us the Service Fee in §11 notwithstanding the prior termination or expiration of this Agreement.

- ~~16.~~19. Miscellaneous.

- (a) No Waiver. By executing this Agreement, we shall not be deemed to have: (a) waived or impaired any right, power or option granted to us under the Franchise Agreement; or (b) waived or consented to any default or breach by you under the Franchise Agreement.
- (b) Effect on Franchise Agreement. All terms, conditions, covenants and representations set forth in the Franchise Agreement shall remain in full force and effect during the Term of this Agreement.
- (c) Binding Nature. This Agreement shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns.
- (d) Time of Essence. Time is of the essence in this Agreement and every term thereof.
- (e) Headings. The headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof.

- (f) Governing Law. This Agreement shall be governed by, construed and enforced under the laws of the State of Delaware.
- (g) Dispute Resolution. Any dispute between the Parties relating to this Agreement shall be resolved in accordance with the dispute resolution procedures set forth in the Franchise Agreement, all of which are incorporated herein by this reference.
- (h) Entire Agreement; Modification. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof. This Agreement may not be modified except in a writing signed by both Parties.
- (i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

The Parties have executed this Agreement effective as of the Effective Date first above written.

“FRANCHISOR”

Patrice Franchising, LLC

By: _____

Name: _____

Title: _____

“FRANCHISEE”

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT "F"

TO DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Part A (Current Franchisees)

The following table lists franchisees that were open as of December 31, 2024.

FRANCHISEES OPEN AS OF DECEMBER 31, 2024				
State	City	Address	Phone	Owner Name(s)
AL	Pinson	6280 Walnut Drive	205-527-6190	Veronica Bryant
AL	Tuscalloosa	1439 Greystone Drive	205-310-0233	Vann Wilhite
AZ	Fountain Hills	11028 N. Valley Drive	908-403-3318	Colleen Casey
AZ	Scottsdale	9962 E. Desert Jewel Drive	480-381-0727	Sabrina & Leigh Anne Demetriades
AZ	Scottsdale	9252 E. Aster Drive	626-523-7726	John Gillen
AZ	Phoenix	4125 E Keresan Street	602-538-0542	Matt & Sarah Johns
CA	Madera	394 Travers Drive, S	559-612-3655	Dustin Chappell
CA	Moorpark	15609 Borges Ct	815-979-5086	Heather Haas
CA	Santa Monica	2636 32nd St	310-995-9406	Gary Kinsinger
CA	Modesto	3316 Fallen Oak CT	408-499-0391	Leah Lincea
CA	San Anselmor	112 Brookmead Ct	415-521-6036	Matthew & Aida Lopez
CA	San Jose	970 Cherry Ave	408-891-3885	Sheela Mohan- Peterson
CA	Sacramento	4510 Cabrillo Way	206-612-5019	Karen Weber
CANADA	Burlington	1141 Cooke Blvd	905-334-6859	Kyle Andrews
CANADA	North Vancouver	480 Evergreen Place	604-724-8987	Afshin Ardalan
CANADA	Kitchener Ontario	2-410 Pioneer Drive	519-722-6785	Srinivas Nayudu
CANADA	Toronto Ontario	3817 Bloor Street West	+974 662-44 889	Mohammad Sauban Siddiqui
CO	Colorado Springs	7015 Big Timber Drive	970-619-0844 970-619-0844	Dana Glaxer
CO	Vail	P.O. Box 1392	970-390-0562	Carlie Knauer
CO	Johnstown	343 Celtic Road	970-888-1996 970-888-1996	Matthew & Jennifer Lynskey
CO	Arvada	6977 Dudley Dr	303-919-9394	Greg Matchett
CO	Littleton	11146 W. Glasgow Ave	720-202-4341 720-202-4341	Mandy May
CO	Thornton	14552 Race Street	303-818 3849	Mimie Yang
CT	Tolland	54 Josiah Lane	860-918-2954	Elizabeth Costa

FRANCHISEES OPEN AS OF DECEMBER 31, 2024

State	City	Address	Phone	Owner Name(s)
CT	East Hampton	95 Main Street	860-574-3138	Jase & Melissa Doane
CT	Shelton	21 Rivendell Drive	203-952-7802 203-952-7802	Yvette Eskeridge
CT	Canton	30 Canton Springs Road, PO Box 134	860-690-1948	David Evens
CT	Behtel	18 Cole Lane	805-732-8513	Curtis Harbour
CT	Newington	205 Harding Ave	860-306-2307	Ed Liedke
CT	Lisbon	163 Mell Rd	843-384 3586	Laura Murfin
DC	Potomac	8311 Larkmeade Terrace	571-276-1757	Patricia Mayorca ¹
DC	Alexandria	6123 Algona Ct	571-835-2217	Jaclynn Graybill ²
DE	Lewes	33093 Cedarwood Lane	302-363-6949 302-363-6949	Lisa Colombo
DE	Earleville	55 Maine Ave	410 925-8476	Shawn Hoye ³
FL	Sarasota	2721 Marlette Street	561-629 3386	Adam Badurek
FL	Fort Meyers	13867 Hunter Oak Drive	347-678-7910	Christopher Bousquet
FL	Orlando	4142 Cypress Glades Lane	201-951-8513	Leonardo Cirizola
FL	Winter Garden	1413 Portmoor Way	321-217-4349	Eric & Lisa Coultoff
FL	Daytona Beach	15 Whistling Duck Court	386-262-9479	Tim Gates
FL	Tarpon Springs	1506 Ember Lane	727-667-3056	Linwood & Kathy Helfand
FL	Boca Raton	11496 Whisper Sound Drive	561-436-0240	Jacqueline Kleinau
FL	Loxahatchee	1336 Wandering Willow Way	571-291-1520	David & Chris Kohlasch
FL	Land O' Lakes	18115 Ramble on Way	847-630-2081	Yogesh / Pradnya Khadilkar Kulkarni
FL	West Palm Beach	14411 65th Way N	561-632-5822	Scott Philip
FL	Jacksonville	2021 Traymore Rd	614-214 6212	Sonia Postema
FL	Miami	7630 NW 25th Street	+57 320 2111116	Rafael Saray
FL	Naples	295A 8th Ave. S	239-302-5405	Matthew Smith
FL	Palmetto	751 10th Street East, Unit #120	941-284-1179	Gary Valerio
FL	Tampa	7507 N. 12th St	480-510-3645	Alex Yost
GA	Norcross	4299 Old Bridge Lane Northwest	678-557-1052	Kevin Bennett
GA	Dunwoody	4333 Dunwoody Park, # 3102	678-779-3576	Kimberly Briggs
GA	Marietta	4002 Edgewood Ct.	770-509-4810	Mercedes / James Conception Gray
GA	Woodstock	1048 Avery Creek Drive	678-571-8991	Kurt Dean
GA	Cartersville	56 Peppermill Dr SW	610-349-2317	Matthew DeWalt
GA	Brookhaven	1251 Club Walk Dr NE	404-932-9187	Isaac Stewart

FRANCHISEES OPEN AS OF DECEMBER 31, 2024

State	City	Address	Phone	Owner Name(s)
GA	Austell	2100 Hydrangea Lane	770-846-0718 770-846-0718	Princess Wells
GA	Snellville	4032 Concourse Trail	678-852-1511	Eric Wright
HI	Honolulu	1189 Waimanu Street, #3304	808-723 9000	Marcel & Nicolle Bekers
ID	Glenbrook	PO Box 481	203-536-8133	Gregory Ehlers ⁴
IL	Lombard	2720 South Highland Ave #762	815-210-5158	Julia Blair
IL	Elk Grove Village	655 Perrie Drive Unit 205	847-364-7900	Helen Nourai
IL	Aurora	1219 Birchdale Lane	630-215 9728	William Small
IL	Crete	3551 S State St	917-374-7520	Susan & Maria Van Kley
IL	Roscoe	5924 Wainwright Ct	787-367-5683	Maria Vazquez
IN	Carmel	4433 Wentz Drive	317-218-3886	Mike Cinamon
IN	Carmel	14075 Knightstown Drive East	773-814-9698	William Comerford
IN	Indianapolis	7914 Cork Bend Lane	317-862-0356	Ed & Priscilla Curry
IN	Indianapolis	10849 Tournament Lane	513-227-6325	Mark Rubick ⁵
KS	Wichita	12522 W Binter Court	316-347-9480	Gregory & Sara
KS	Erie	14905 120th Road	720-470-4009	Kent & Gail Sieckman
KY	Ashland	1641 Maryland Parkway	606-831-4602	Erica Berry
KY	Crestwood	7501 Turner Ridge Road	502-417 8982	David Brown
KY	Paris	326 Redmon Rd	859-684-1979	Darrell Carlson
LA	Madisonville	428 Blue Heron Ln	760-586-5245	R. Whitney Davis
LA	Lafayette	917 Rosedown Lane	337-552-6920	Bruce Leininger
MA	Newton	217 Adams St	617-546-0822	Christopher Bovio
MA	Billerica	19 Meadowbank Road	978-664-4288	Fred Dobson
MA	Dorchester	68 Bird Street	617-279-9635	Hyissia Lewis-Ivey
MA	Revere	1510 N. Shore Rd	310-433-1090	Alexandra Pomponio
MA	Littleton	264 King Street	413-883-7987	Frank Rondeau
MA	Lawrence	300 Canal Street, Unit 8404	781-354-7520 781-354-7520	Tom Scotto
MD	Hanover	7501 Trafalgar Circle	404-275 1579	Quiana Bills
MD	Reisterstown	11 Worthington Ridge Court	860-788 6233	Susan Herskovitz
MD	Randallstown	9039 Allenswood Road	443-799-5315	Michael & Ariel Hunt
MD	Pasadena	189 11th St	520-366-1514	Kenneth Schreifels
MI	Stanwood	11479 Fox Row	570-832-7126	Brian Czarnecki & Casey Chapman
MI	Midland	5706 Woodduck Way	616-916-8615	Glenn Forgie
MI	Redford	14358 Sarasota Street	313-570-6593	Bruce Perry

FRANCHISEES OPEN AS OF DECEMBER 31, 2024

State	City	Address	Phone	Owner Name(s)
MI	Rochester Hills	1720 Northumberland Drive	248-802 6138	Rick & Betty Weaver
MN	Blaine	2804 Aspen Lake Drive NE	763-754-6070	Corina Mack
MN	Wyoming	25137 Ethan Ave	651-485-8564 651-485-8564	Anita Pope
MO	Chesterfield	18803 Haystack Lane	314-724-4002	Clinton Carpenter
MO	St. Jacob	2130 Hidden Creek St	618-616-0057	Tim & Sherry Keith ⁶
MS	Starkville	47 Live Oak Lane	334-618-3414	Mike Kunkle
NC	Raeford	189 Booth Pond Rd	520-678-2500	Tim & Amy Ambrose
NC	Harrisburg	9411 Rocky River Road	704-948-0410	Alan & Robin Bilskie
NC	Greensboro	1026 Fir Place	828-301-2627	Sheila Cox
NC	Asheville	707 Villas Ct	330-284-9536	Mandy Giust
NC	Apex	2101 Old Pine Needle Way	919-475-0805	Sally Kennedy
NC	Fuquay Varina	221 Wilbur Lake Dr	516-376-5306	Chaz Linder
NC	Morrisville	1121 Hemby Ridge Ln	908-696-3945 908-696-3945	Meenakshi Madaan
NC	Durham	1042 Gentle Reed Drive	919-593-7045	Vania Mendes
NC	Morganton	251 Camelot Drive	864-395-2250	Tom Schmitt
NC	Raleigh	5248 Fairmead Circle	919-744-9926	Sarah Straniero
NC	Indian Trail	514 Carlisle Drive	704-363-4724	Steve Tubel
NC	Charlotte	8317 Aspen Court	704-305-2050	John Ward
NE	Lincoln	4244 Washington Street	402-853-6413	David Hotovy
NE	Gretna	6910 S 197th St	402-432-7905	Rowney Jensen
NH	Manchester	382 Day Street	603-413-8761	Melissa Oliveira Denis
NJ	Toms River	805 France Ct.	908-313-9252	Bryan Curtis
NJ	Englewood	284 Katherine St.	201-220-1897	Marvin Dillard
NJ	Hillsborough	10 Fredrick Ct	732-357-6264	Mary Beth Drake
NJ	Ponte Vedra Beach	108 Broad Way	908-356-0228	Marcus Williams
NV	Las Vegas	10845 Griffith Peak Drive Suite 550	702-933-8111	Magali Badio
NV	Sparks	5851 Desert Mirage Dr	414-550-5869	Jane Baudelaire
NV	Las Vegas	8936 Regatta Bay Place	917-494-5243	Joan Mastropaolo
NV	Las Vegas	7336 Cobblefield St	724-541-4393 724-541-4393	Matt Pearce
NV	Harrisonburg	1866 East Market St Ste C (PMB # 111)	540-217-6491	George Wooten ⁷
NY	Albany	418 Broadway Suite R	929-949-9104 929-949-9104	Fariyah Ahmed
NY	New York	6 Stuyvesant Oval Apt 8C	845-642-1847	Jodi Baer

FRANCHISEES OPEN AS OF DECEMBER 31, 2024				
State	City	Address	Phone	Owner Name(s)
NY	Lynn	7 Spinney Path	914-462-7872 914-462-7872	Carol Bullock ⁸
NY	New York	555 W59th St 10B	917-497-9034	Francisco
NY	Brooklyn	151 Skillman Street, #3	917-519-3455 917-519-3455	Rhabia Cowell
NY	Richmond Hill	84-06 109th Street, Apt. 8F	917-868 0196	Edward Donahue
NY	New York	100 Riverside Blvd	914-666-2344	Miles Gordon
NY	New York	301 West 118th St.	917-636-5621	Margo Kornfeld
NY	Slingerlands	72 Queen Anne Dr.	516-567-6663	Miten Negandhi
NY	New York	275 South Street	646-345-5275	Marc Richardson & Lorna Dominguez
NY	Patterson	21 Cross Rd	845-554-7728	Daniel Severance
NY	Long Beach	840 Shore Rd, Apt 2H	516-382-1184 516-382-1184	Michael Tafla
OH	Beachwood	23980 Halburton Road	412-420-4139	Chuck & Sharon Helden
OH	Lorain	4628 Fields Way	440-420-5785	Nicholas & Leah Whited
OH	Granville	101 Sentinel Pond Lane	740-644-2085	Terry & Shannon Wilcox
OH	Indianapolis	10849 Tournament Lane	513-227-6325	Mark Rubick ⁵
OK	Oklahoma City	11909 Aspen Creek Dr	405-370-7538	David Creecy
OK	Edmond	17908 Barrington Dr	210-912-4273 210-912-4273	Amaziah (Dom) Dominic
OR	Portland	12855 NE Pacific St	310-489-8266	Mike Christie
OR	Portland	14234 NW Lakeshore Ct	503-789-1811	Manny & Marna Gatlin
PA	Media	51 N Feathering Ln	415-412-9506	William Creasi & John Izzo
PA	Wayne	10 Briar Rd	484-584-4220	Michael & Lisa McDugall
PA	Philadelphia	2731 Webb St	267-231-0467 267-231-0467	Jennifer Scott
SC	Chesnee	12 Devon Lane	810-965-3655	Dennis Carpenter
SC	Bradley	224 Reedy Creek Road	772-342-6827	Tonya DiCola
SC	Atlanta	350 Allendale Dr. SE	864-918-9169	Mitch Rushing ⁹
SC	Lancaster	5124 Mill Race Lane	864-900-4620	Allison Sullivan
SC	Florence	734 Caledonia Court	843-617 5118	Timothy Walker

FRANCHISEES OPEN AS OF DECEMBER 31, 2024

State	City	Address	Phone	Owner Name(s)
SD	Sioux Falls	2009 South Queens Ave, Ste 218	605-310-0578 605-310-0578	Ted & Jonathan Thie
SD	Aberdeen	1215 Birchwood Lane	605-216-3255	Duane Witte
TN	Hendersonville	1076 luxborough Dr	228-209-9343	Darryl Jackson
TN	Nolensville	341 Baronswood Dr	615-910-3079	Bryan Morris
TX	Grapevine	401 Boyd Drive	813-451-5859	Todd Bolt & Lance May
TX	Port Isabel	314 W. Railroad	817-946-2787	Bess Ann / Kerry Bredemeyer
TX	West Columbia	2430 Ridgewood Drive	970-231-9613	Edward Carroll
TX	San Antonio	10838 Davis Farms	760-201-7837	Thomas & Maya Evers
TX	Fort Worth	8000 Lead Circle	405-757-1953	Vicki Gadson
TX	Pinehurst	34018 Mill Creek Way	281-910-7683	John Gatewood
TX	Lorena	2929 Gilchrist Dr	702-857-4895	Benjamin & Jennifer
TX	San Antonio	7218 Bella Garden	915-630-6114	Delma Gonzalez
TX	Lewisville	2100 Wallbrook Drive	512-484-2869 512-484-2869	Thomas & Eric Kacor
TX	Corinth	4209 Creek Bend Court	972-999-3344	Kimberly / Kimberly Marzett / Tennyson
TX	Tulsa	11063-D South Memorial Drive	469-486-3175 469-486-3175	John Mathew ¹⁰
TX	Florence	116 Huerta Rd	480-299-3192 480-299-3192	Travis Miller
TX	Katy	19903 Parkwater Circle	713-907-8296 713-907-8296	Laura Moore
TX	Cedar Park	1803 Autumn Fire Dr	646-436-0934	Casey / Todd Nichik / Gerjes
TX	Plano	6308 Widgeon Dr	817-905-2768	Brent Troxel
TX	Midland	7000 Thomas Paine Dr	432-967-7067	Jonatan / Sandra Villegas
TX	McAllen	2604 Oriole Avenue	956-994-8253	Jeffrey Weller
TX	Katy	28207 Halle Ray Drive	346-307-4068 346-307-4068	Daulen Zhangabylov
UT	Lehi	830 S 1620 West	801-560-1544	Guy Dansie
VA	Walkersville	114 Greenwich Dr	301-335-2714	Steve Hankins ¹¹
VA	Manassas	12000 Coloriver Road	703-362-8171	Ken Lacy
VA	Stafford	118 Affirmed Drive	719-238-9695	Sarah & Earl Smith
VA	Dover	9 E. Loockerman Street	240-421-0826	Dionne Spriggens ¹²

FRANCHISEES OPEN AS OF DECEMBER 31, 2024

State	City	Address	Phone	Owner Name(s)
VA	Chesterfield	5406 Parrish Creek Circle	804-721-5096	Hezekiah Butler
VA	Richmond	346 Albemarle Ave	804-366-8220	Mary-Hunter Bartzen
VA	Alexandria	3508 Pike Rd	703-622-7659	Russell Billen
VA	Fairfax	3615 Lido Place	808-348-6095	Jennifer Edgerton
VA	Brightwood	3500 Lillards Ford Road	804-873-7393	Paige Riordan
VA	Floyd	116 Old Mill Road	423-258-2946	Nick & Victoria Mastrovito
VA	Winchester	203 Lake Sever Drive	571-293-8238	Roberto Sempe
VA	McLean	1778 West Wind Way	310-867-4568	Jonathan Litt
VA	Harrisonburg	1866 East Market St Ste C (PMB # 111)	540-217-6491	George Wooten ⁷
VA	Montclair	4497 Bunker Ct	520-234-6815	Shawn King
VA	Virginia Beach	2537 Bombay Landing	908-472-3490	Angelo & Karen Girardi
WA	Green Acres	1811 S Eden St	509-280-8882	Brian Monigold
WI	Roberts	694 104th Street	612-483-2193	Jill Johannsen
WI	Milwaukee	8026 W. Townsend St	414-698-7632	Larry Rhodes
WV	Charleston	994 Loudon Heights Rd	304-989-3397	Cassandra Kelly
WV	Huntingtown	730 Lazy Creek Lane	240-300-0043	Brian Martin ¹³

1. Franchise owner resides in Maryland but has DC territory.
2. Franchise owner resides in Virginia but has DC territory.
3. Franchise owner resides in Maryland but has Delaware territory.
4. Franchise owner resides in Las Vegas but has Idaho territory.
5. Franchise owner has two Regional Agreements with two Single Units (Ohio and Indiana).
6. Franchise owner resides in Illinois but has Missouri territory.
7. Franchise owner Has two Regional Agreements with two Single Units (Nevada and Virginia).
8. Franchise owner resides in Massachusetts but has New York territory.
9. Franchise owner resides in Atlanta but has South Carolina territory.
10. Franchise owner resides in Oklahoma but has Texas territory.
11. Franchise owner resides in Maryland but has Virginia territory.
12. Franchise owner resides in Delaware but has Virginia territory.
13. Franchise owner resides in Maryland but has West Virginia territory.

The following table lists franchisees with signed franchise agreements that were not open as of December 31, 2024.

FRANCHISEES NOT OPEN AS OF DECEMBER 31, 2024

State	City	Address	Phone	Owner Name(s)
None				

Part B (Former Franchisees Who Left System During Prior Fiscal Year)

State	City	Current Business Phone or Last Known Home Phone	Owner Name(s)
None California	<u>Fresno</u>	<u>415-624-6120</u>	<u>Austin Jiang</u>

<u>California</u>	<u>Irvine</u>	<u>310-999-9007</u>	<u>Yoichi Hasegawa</u>
<u>California</u>	<u>Santa Rosa</u>	<u>813-967-4329</u>	<u>Anthony Bucklen</u>
<u>Florida</u>	<u>Boca Raton</u>	<u>646-705-1741</u>	<u>Christopher Elmes</u>
<u>Florida</u>	<u>Cape Coral</u>	<u>248-736-3788</u>	<u>Jodi Furraitti</u>
<u>Florida</u>	<u>Ponte Vedra</u>	<u>608-628-2254</u>	<u>Frederick Baer / Tiffany Davis</u>
<u>Iowa</u>	<u>Evansdale</u>	<u>757-641-4909</u>	<u>Jeremy Frisbey</u>
<u>Iowa</u>	<u>Iowa City</u>	<u>319-466-9428</u>	<u>Laura Westemeyer</u>
<u>Kentucky</u>	<u>Independence</u>	<u>859-992-7181</u>	<u>Scott Meyer</u>
<u>Kentucky</u>	<u>Louisville</u>	<u>502-365-7739</u>	<u>Milton Salee</u>
<u>Maryland</u>	<u>Nottingham</u>	<u>443-604-3304</u>	<u>Robert & Cecila Gayhardt</u>
<u>Maryland</u>	<u>Rockville</u>	<u>301-213-6073</u>	<u>Hamoon Piroozmand</u>
<u>Michigan</u>	<u>Lapeer</u>	<u>810-724-6488</u>	<u>Gary Tietz</u>
<u>New York</u>	<u>Brooklyn</u>	<u>917-747-4665</u>	<u>Taasha Ramsay</u>
<u>Oklahoma</u>	<u>Edmond</u>	<u>405-361-0654</u>	<u>Michael Bickle</u>
<u>Ontario</u>	<u>Niagara Falls</u>	<u>604-762-8226</u>	<u>Ross / Karen Horton</u>
<u>Oregon</u>	<u>Bend</u>	<u>541-312-8222</u>	<u>Vicki Marshall</u>
<u>Pennsylvania</u>	<u>East Norriton</u>	<u>484-888-3488</u>	<u>Verne Vertrulli</u>
<u>Pennsylvania</u>	<u>Hatboro</u>	<u>570-401-4970</u>	<u>Caleb Flor</u>
<u>Rhode Island</u>	<u>Warwick</u>	<u>401-569-8484</u>	<u>Mirna Fisher</u>
<u>Tennessee</u>	<u>Franklin</u>	<u>615-397-4472</u>	<u>Russell Doyle</u>
<u>Texas</u>	<u>Aubrey</u>	<u>254-383-9586</u>	<u>Kyl Benton</u>
<u>Texas</u>	<u>San Antonio</u>	<u>512-665-6682</u>	<u>Rogen / Dahlia Jefferson</u>
<u>Virginia</u>	<u>Alexandria</u>	<u>954-243-4840</u>	<u>Hector Paz</u>
<u>Virginia</u>	<u>Aylett</u>	<u>443-465-0303</u>	<u>Carly Tucker</u>
<u>Virginia</u>	<u>Bridgewater</u>	<u>540-237-4951</u>	<u>Patrick Hamilton</u>
<u>Virginia</u>	<u>Clifton</u>	<u>757 338-5432</u>	<u>Edward Chalkey</u>

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

EXHIBIT "G"
TO DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

[See Attached]

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Patrice Franchising, LLC
Consolidated Balance Sheet
As of September 30, 2025

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
BOK Financial - 4945	320,554.82
BOK Financial 4934	15,644.77
Total Bank Accounts	<u>\$ 336,199.59</u>
Accounts Receivable	
Accounts Receivable (A/R)	612,891.00
Total Accounts Receivable	<u>\$ 612,891.00</u>
Other Current Assets	
Allowance for Bad Debts	-150.00
Deferred Cost	2,881,854.67
Insurance Deposit	4,423.25
Prepaid expenses	17,723.99
Total Other Current Assets	<u>\$ 2,903,851.91</u>
Total Current Assets	<u>\$ 3,852,942.50</u>
Other Assets	
Deferred Cost - L/T	2,453,025.73
Intercompany - Patrice Holdings	2,717,944.29
Goodwill	4,568,043.57
Goodwill - Accumulated Amortization	-866,428.61
Total Other Assets	<u>\$ 8,872,584.98</u>
TOTAL ASSETS	<u>\$ 12,725,527.48</u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	270,858.49
Total Accounts Payable	<u>\$ 270,858.49</u>
Credit Cards	
American Express CB -PATRICE FRANCHIS	
American Express Corporate - DC	19,035.15
American Express Corporate - JM	11,673.25
Total American Express CB -PATRICE FRANCHIS	<u>\$ 30,708.40</u>
Total Credit Cards	<u>\$ 30,708.40</u>
Other Current Liabilities	
Accrued Accounts Payable (A/P)	19,740.40
Accrued Payroll	30,162.29
Accrued Payroll Taxes	2,212.31
Accrued Zee/RD Payout	364,699.57
Deferred CCG Fees	276,552.52
Notes Payable (S/T)	-85,688.70
Deferred Revenue	3,960,833.40
Retainer Payable	114,625.00

Vacation Accrual	6,132.12
Total Other Current Liabilities	<u>\$ 4,689,268.91</u>
Total Current Liabilities	<u>\$ 4,990,835.80</u>
Long-Term Liabilities	
Deferred Revenue - L/T	2,999,008.78
Intercompany - Patrice Franchising	2,717,944.29
Notes Payable (L/T)	1,716,493.56
Total Long-Term Liabilities	<u>\$ 7,433,446.63</u>
Total Liabilities	<u>\$ 12,424,282.43</u>
Equity	
Capital Contribution	1,800,000.00
Retained Earnings	-946,382.97
Net Income	-552,371.98
Total Equity	<u>\$ 301,245.05</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 12,725,527.48</u>

Patrice Franchising, LLC
Consolidated Profit and Loss
September 2025

	<u>Total</u>
Income	
Franchise Sales Fee	188,500.00
Executive Training Search	30,000.00
Microsite Fee	21,000.00
Placement Fee	500,279.00
Starter Kit Fee	9,000.00
Technology Fees	30,495.00
Training Fee	21,000.00
Total Income	\$ 800,274.00
Cost of Goods Sold	
Broker Fee	62,000.00
CCG Franchise Sales Commission	19,750.00
FDC Commission	0.00
Placement Fee (Zee/RD)	331,060.49
Placement Fee Chargeback	83,918.00
RD Commission	96,500.00
Sales Commission	1,800.00
Starter Kit Expense	4,564.37
Training Fee Expense	14,000.00
Total Cost of Goods Sold	\$ 613,592.86
Gross Profit	\$ 186,681.14
Expenses	
Advertising & marketing	
Advertising	12,855.39
Franchise Leads	2,849.99
Marketing	815.04
Social media	147.99
Website	9,378.95
Total Advertising & marketing	\$ 26,047.36
Employee benefits	
Health & accident plans	8,287.66
Worker's compensation insurance	144.88
Total Employee benefits	\$ 8,432.54
Interest Paid	10,830.82
General business expenses	
Bank fees & service charges	362.52
Merchant account fees	804.45
Total General business expenses	\$ 1,166.97
Insurance	
Business insurance	823.73
Total Insurance	\$ 823.73
Office expenses	
Computers & Equipment	40.99
Software & apps	8,712.91

Total Office expenses	<u>\$ 8,753.90</u>
Payroll expenses	
Contract Labor	10,416.00
Payroll Processing Fee	710.09
Payroll taxes	3,140.42
Salaries & Wages	54,616.57
Training Expense	4,030.00
Total Payroll expenses	<u>\$ 72,913.08</u>
Professional Fees	
CCG Management Fee	8,334.00
Legal fees	25,173.00
Professional Fees	2,500.00
Total Professional Fees	<u>\$ 36,007.00</u>
Technology Fee Expense	10.26
Travel	
Airfare	115.01
Hotels	167.23
Mileage	156.80
Total Travel	<u>\$ 439.04</u>
Total Expenses	<u>\$ 165,424.70</u>
Net Operating Income	<u>\$ 21,256.44</u>
Other Expenses	
Amortization Expense	<u>\$ 25,378.02</u>
Total Other Expenses	<u>-\$ 25,378.02</u>
Net Income	<u>-\$ 4,121.58</u>

Addbacks:	
CCG Management Fee	8,334.00
CCG Fran Dev Fee	0.00
CCG Franchise Sales Commission	19,750.00
CCG Support	10,416.00
Seller Carryback (\$2M @ 8% Interest. 10 yr)	10,830.82
Total Add Backs	49,330.82
EBITDA (Adjusted)	<u>\$ 45,209.24</u>

EXHIBIT "H"

TO DISCLOSURE DOCUMENT

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	May 5, 2025
Hawaii	
Illinois	April 22, 2025 (amended _____, 2025)
Indiana	May 6, 2025 (amended _____, 2025)
Maryland	
Michigan	December 12, 2024 (amended April 15, December 12, 2025)
Minnesota	June 11, 2025 (amended _____, 2025)
New York	
North Dakota	April 22, 2025 (amended _____, 2025)
Rhode Island	May 1, 2025 (amended _____, 2025)
South Dakota	April 22, 2025 (amended _____, 2025)
Virginia	May 13, 2025 (amended _____, 2025)
Washington	
Wisconsin	April 22, 2025 (amended _____, 2025)

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.

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 Patrice Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Patrice 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

Jason Miller; 9112 East Verde Grove View, Suite 101-E, Scottsdale, AZ 85255; 203-300-7945
Lauren Wanamaker; 9112 East Verde Grove View, Suite 101-E, Scottsdale, AZ 85255; (303) 921-1155

Issuance Date: April 15, 2025 (amended December 12, 2025)

Patrice Franchising, LLC's agent to receive service of process is listed in EXHIBIT "A" to this Disclosure Document (for franchise registration states) or EXHIBIT "B" to this Disclosure Document (for all other states).

I received a Franchise Disclosure Document that included the following Exhibits:

EXHIBIT "A"	List of State Administrators and Agents for Service of Process
EXHIBIT "B"	Agent for Service of Process
EXHIBIT "C"	Franchise Agreement
EXHIBIT "D"	Other Agreements
EXHIBIT "D"-1	State Addenda
EXHIBIT "D"-2	Franchisee Disclosure Questionnaire
EXHIBIT "D"-3	General Release
EXHIBIT "D"-4	Franchise Resale Agreement
EXHIBIT "E"	Table of Contents of the confidential Brand Standards Manual
EXHIBIT "F"	List of Franchisees
EXHIBIT "G"	Financial Statements of Patrice Franchising, LLC
EXHIBIT "H"	State Effective Dates
EXHIBIT "I"	Receipts

Print Name

Date

(Signature) Prospective Franchise Owner

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to Patrice Franchising, LLC)

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