

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 us by mediation and litigation only in Texas. Out-of-state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and litigate with us in Texas than in your own state.
2. **Spouse Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both your and your spouse's personal and marital assets, perhaps including your house, at risk if your franchise fails.
3. **Sales Performance Requirement.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.
4. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
5. **Minimum Advertising Payments.** You must make minimum advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
6. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
7. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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.

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

To simplify the language in this disclosure document, the terms “Franchisor”, or “we” or “us” means Pink’s Franchising LLC, the Franchisor. The terms “we”, “us” and “Franchisor” do not include you, the “Franchisee”. We refer to the purchaser(s) of a Pink’s Window Services franchise, as “you” or “Franchisee”, whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a limited liability company in the State of Texas in May of 2023. Our principal business address is 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727 and our telephone number is 512-270-0161. We do business under our company name, “Pink’s Window Services” and its associated design (the “Marks”). We do not own or operate any businesses of the type you will be operating but our affiliate does. We have not offered franchises in any other line of business. We only offer franchises which operate under the “Pink’s Window Services” Marks. We began offering franchises on ~~the date of this disclosure document.~~June 28, 2023.

The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates

Our Parent is ResiBrands LLC, a Texas limited liability company with a principal business address of 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727. ResiBrands was formed on September 8, 2022, and has not offered franchises in this or any other line of business.

We have no predecessors.

We have an affiliated company, That 1 Painter Franchising, LLC, a Texas limited liability company, which was formed on November 18, 2020, and located at our headquarters. That 1 Painter Franchising, LLC has offered residential and commercial painting franchises for sale since May 2021 and as of December 31, 2024, had 224 franchised territories operating.

We have an affiliated company, Garage Up Franchising, LLC, a Texas limited liability company which was formed on November 14, 2022, and is located at our headquarters. Garage Up Franchising, LLC offers franchises to operate Garage Up businesses offering garage renovation businesses. Garage Up Franchising, LLC began offering franchises in April 2023 and had four (4) franchises operating as of December 31, 2024.

We have an affiliated company, Monty’s Franchising LLC, a Texas limited liability company, which was formed in December 2023 and is located at our headquarters. Monty’s Franchising LLC will offer franchises for handyman and light repair services. Monty’s Franchising LLC plans to start franchising in the 2025 calendar year.

We have an affiliated company, Action Exteriors Franchising LLC, a Texas limited liability company, which was formed in June 2024 and is located at our headquarters. Action Exteriors Franchising LLC offers franchises to operate Action Exteriors businesses offering residential and commercial roofing and other services. Action Exteriors Franchising LLC began offering franchises in September 2024 and had 0 franchised and 7 company owned locations operating as of December 31, 2024.

We have an affiliated company, ResiCreative LLC, a Texas limited liability company, which was formed in September 2022 and is located at our headquarters. ResiCreative LLC is our required advertising vendor. ResiCreative LLC has not offered franchises for sale in this or any other line of business.

We have an affiliated company, Pink's Franchise Holdings, LLC, formed as a Texas limited liability company in June of 2023 and is located at 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727. Pink's Franchise Holdings, LLC has not offered franchises in this or any other line of business. Pink's Franchise Holdings is the owner of the Marks and licenses them exclusively to us.

The Franchise Offered:

We offer franchises for the right to operate a residential and commercial window washing and pressure washing business under the Pink's Window Services Marks and using our distinctive operating procedures and standards in a Territory (the "Franchised Business"). The distinguishing characteristics of the Franchised Business include, but are not limited to, our distinctive and uniform trade dress standards, operations procedures, service methods, and methods for management, training, and marketing, all of which may be changed, improved or further developed by us at any time (the "System").

Multi-Unit Offering

We also offer qualified parties the right to enter into a Multi-Unit Addendum to operate the Franchised Business in multiple Territories, which is attached to this Franchise Disclosure Document as Exhibit C (the "Multi-Unit Addendum").

Subject to the terms of the Multi-Unit Addendum, you will be granted the right to execute multiple Franchise Agreements to open and operate the Franchised Business in multiple Territories in accordance with a defined development schedule (the "Development Schedule"). You will execute these Franchise Agreements (which is attached hereto as Exhibit B) at the same time as your Multi-Unit Addendum. The number of Franchise Agreements that you execute will depend on the number of Territories that you purchase the right to operate in. We will mutually agree upon your Development Schedule and the Development Schedule will depend on factors such as (i) how many Territories you purchase the right to operate in, and (ii) where the Territories are located. While each Territory is typically contiguous with one another, we may, at our discretion, grant you the right to operate the Franchised Business in multiple Territories that are not contiguous to one another.

We also offer qualified parties the right to open a Franchised Business in five (5) or more Territories, you will either (i) serve as the Regional Director, or (ii) hire a Regional Director to manage all local Territory managers.

Market and Competition:

The market for your Franchised Business consists of residential and commercial buildings that require window or pressure washing. The market for our services is not seasonal but does have peak periods. ~~The market may also be affected by economic conditions in your designated territory.~~

This is a well-developed industry, and you will compete with other window washing or pressure washing companies, including national, regional and local companies, offering services similar to those offered by your Franchised Business. There are other window washing and pressure washing franchises, as well as independent businesses and individual providers that may offer similar services and products.

Industry Specific Regulations:

Some states may have licensing, certification, or registration requirements applicable to some or all of the services you will be providing through your Franchised Business, such as a contractor license. You may be required to pay a fee to the state agency or association responsible for enforcing these requirements. Some states may require a minimum level of education or related work experience to obtain licenses.

You must comply with all local, state and federal laws and regulations that apply to the operation of your Franchised Business, including, among others, business operations, insurance, discrimination, and employment laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Franchised Business in addition to those listed here. You will be responsible for investigating and complying with any such laws in your designated territory. You should consider both their effect on your business and the cost of compliance. ~~You should thoroughly investigate all of these laws and requirements before purchasing a Pink's Window Services franchise.~~

ITEM 2: BUSINESS EXPERIENCE

CEO and Founder: Steven Montgomery

Company Name	Title	Dates Employed	Location
Pink's Franchising, LLC	CEO and Co-Founder	May 2023 – Present	Austin, Texas
Garage Up Franchising, LLC	CEO and Founder	November 2022 - Present	Austin, Texas
Action Exteriors Franchising LLC	CEO and Founder	June 2024 - Present	Austin, Texas
Monty's Franchising, LLC	CEO and Founder	December 2023 – Present	Austin, Texas
That 1 Painter Franchising, LLC	CEO and Founder	November 2020 – Present	Austin, Texas
ResiBrands, Inc.	CEO and Founder	September 2022 - Present	Austin, Texas
That 1 Painter Holdings, LLC	CEO and Founder	November 2020 – Present	Austin, Texas
ResiCreative LLC	CEO and Founder	September 2022- Present	Austin, Texas
ResiConnect, LLC	CEO and Founder	September 2022 – Present	Austin, Texas

Chief Growth Officer and Co-Founder: Allan Alarcon

Company Name	Title	Dates Employed	Location
Pink's Franchising, LLC	CGO	May 2023 – Present	Austin, Texas
Garage Up Franchising, LLC	CGO and Co-Founder	February 2023 - Present	Austin, Texas
Action Exteriors Franchising LLC	Chief Growth Officer and Co-Founder	June 2024 - Present	Austin, Texas
Monty's Franchising, LLC	Chief Growth Officer and Co-Founder	December 2023 – Present	Austin, Texas
That 1 Painter Franchising, LLC	CGO and Co-Founder	November 2020 – Present	Austin, Texas
ResiBrands, Inc.	Co-Founder	January 2023 - Present	Austin, Texas
That 1 Painter, LLC	General Manager	April 2019 – June 2021	Austin, Texas

Type of Fee	Amount	Due Date	Remarks
Liquidated Damages	Will vary under circumstances	As incurred	Payable only if we terminate the Franchise Agreement for your default. Amount equal to: (a) the average weekly Royalty Fee and Brand Fund Contribution payable by Franchisee over the twelve (12) month period immediately prior to the date of termination (or such shorter time period if the Franchised Business has been open less than twelve (12) months); (b) multiplied by the lesser of (i) eighteen (18) months, or (ii) the number of months then remaining in the then-current term of the Franchise Agreement.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

¹ *Continuing Royalty Fee.* You must pay us a Continuing Royalty Fee equal to greater of (i) seven percent (7%) of the Gross Revenue generated weekly by your Franchise, or (ii) the Minimum Royalty Fee. “Gross Revenue” includes all sales of every kind and nature at or from your Pink’s Window Services location or made pursuant to the rights granted to you by the Franchise Agreement, regardless of whether you have collected the amount of the sales. “Gross Revenue” does not include (i) receipts from any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (ii) properly documented refunds to customers, or (iii) properly documented promotional discounts (i.e. coupons). We must receive your payments on or before Wednesday of each week for the previous calendar week. You are required to set up authorization at your bank to allow us to electronically transfer funds from your bank account to our bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

² *Local Advertising Management Fee/ Local Advertising.* During your first year of operation, you are required to spend \$2,000 per month on Local Advertising. Thereafter, you are required to spend the greater of (i) \$2,000 per month, or (ii) 3% of Gross Revenue per month on Local Advertising. Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter. The Local Advertising Management Fee is currently paid to third parties, however, we reserve the right to collect it in the future.

⁷ **Office Equipment and Supplies.** Our standard offering assumes you will operate from an office in your home. You will need miscellaneous office supplies and consumables. This estimate includes office equipment and supplies for 3-4 people.

⁸ **Professional Fees.** You may incur professional fees depending on the scope of work performed, which may include, legal and accounting fees to review franchise documents and costs of forming a separate legal entity. This list is not exhaustive. This amount will vary greatly depending on your specific needs and location. ~~It is also advisable to consult these professionals to review any other contracts that you will enter into as part of starting your Franchised Business.~~

⁹ **Marketing Development Fee.** You are responsible for paying us a Marketing Development Fee of \$5,000 to cover initial webpage development, localized SEO, customized graphics and design, custom ad development.

¹⁰ **Grand Opening Advertising/Marketing.** You are required to spend between \$10,000 to \$15,000 during the 90 days prior to the launch of your business or 90 days following the launch of your business, in addition to \$2,000 per month local ad spend after the launch of your business.

¹¹ **Insurance.** Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. We estimate that you will have to pay your insurance carrier or agent the full annual premium in advance. Insurance costs and requirements may vary widely in different localities. The estimate is for one year of liability insurance coverage. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement.

¹² **Initial Inventory and Equipment.** Equipment includes items such as a water filtration system, ladder, hoses, pressure washer, and other window cleaning items.

¹³ **Real Estate.** Because our standard offering assumes that you will operate from a home office, we do not include any amounts for the purchase or rental of any real estate.

¹⁴ **Additional Funds.** When calculating Additional Funds, we relied upon the experience of our affiliate owned Pink's Window Services outlet to compile this range, as well as amounts provided by our franchisees and suppliers. This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) months after commencing operations. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate. This estimate includes such items as initial payroll, taxes, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, additional marketing costs and other miscellaneous items. The estimate for the employee model is higher because it assumes that you will need additional funds for payroll in connection with those employees. These estimates do not include any compensation to you nor do they include debt service.

We do not offer direct or indirect financing to franchisees for any other items included in this section.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

Notes

¹ **Your Training Expenses.** The cost of the Initial Management Training Program is \$1,500 per individual trained and we typically expect 2-6 individuals to attend the training program. The chart estimates the costs for transportation, lodging, and meals for your trainee(s). Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation, and living expenses. The duration of the onsite training program is up to three days. This estimate does not include (i) the \$10,000 fee in connection with our optional commercial training program, or (ii) employee wages.

² **Vehicle Lease and Wrap.** You must use a vehicle of the make, model, and age we require, for travel to your clients' properties. Your vehicle must be no more than three years old and in good condition at the time vehicle wrapping occurs, free of noticeable dents or damage. You may use a vehicle you currently own, if we determine, in our sole discretion, that it meets our specifications, and we give our consent. Our standard offering assumes that you will lease the vehicle. The high end of both estimates represents the cost of vehicle lease payments for three months (along with getting the vehicle wrapped) plus taxes, fees, and registration. This estimate assumes the lease for five to six vehicles. You must maintain your vehicle in good working order, cleanliness and appearance and promptly repair any visible exterior damage, including but not limited to, dents and scratches.

³ **Master Class.** This is a one-time charge for access to our master class coaching. This estimate is for 2-8 people to attend the Master Classes.

⁴ **Business Licenses and Permits.** You are responsible for applying for, obtaining, and maintaining all required permits and licenses necessary to operate your Franchised Business. This estimate includes the cost of local business licenses that typically remain in effect for 1 year. This estimate further includes the initial cost of licenses, certifications and/or permits that may be required to provide services offered by the Franchise. The low end of this estimate assumes that you are already in possession of the business licenses and permits.

⁵ **Computer System and Setup.** We require you to purchase computer systems and software meeting our minimum specifications for use in your Franchised Business. This estimate includes the cost of a laptop, smartphone, tablet, or an iPad for five to six people. It also includes purchase, installation and access to the software we require, as well as the cost to install House Call Pro. You must also have Internet and other telecommunications equipment and services in accordance with our standards to permit electronic transmission of reports and revenue and customer information. We reserve the right to change your requirements for computer hardware and software at any time.

⁶ **Uniform and Branded Materials.** You are responsible for obtaining shirts, hats, business cards, and other items for your business.

⁷ **Office Equipment and Supplies.** Our standard offering assumes you will operate from an office in your home. You will need miscellaneous office supplies and consumables. This estimate includes office equipment and supplies for five Territory Managers and one Regional Director.

⁸ **Professional Fees.** You may incur professional fees depending on the scope of work performed, which may include, legal and accounting fees to review franchise documents and costs of forming a separate legal entity. This list is not exhaustive. This amount will vary greatly depending on your specific needs and location. ~~It is also advisable to consult these professionals to review any other contracts that you will enter into as part of starting your Franchised Business.~~

Obligation	Section or Article in Franchise Agreement	Section or Article in Multi-Unit Addendum	Item in Franchise Disclosure Document
m. Maintenance, Appearance and Remodeling Requirements	Article 9, 12.1.7, 12.1.9	Not Applicable	Item 11
n. Insurance	Article 15	Not Applicable	7
o. Advertising	12.1.8, Article 13	4, 5, 8, and 9	6, 11
p. Indemnification	12.4, 12.6, 15.6, 16.3.6, 21.1	Not Applicable	14
q. Owner's Participation, Management, Staffing	11.1, 11.3, 12.1.3, 12.1.4	Not Applicable	11, 15
r. Records/Reports	12.2	6	6
s. Inspections and Audits	12.1.5, 12.2.4, 12.9	Not Applicable	6, 11
t. Transfer	Article 16	10	17
u. Renewal	Article 5	11	17
v. Post-Termination Obligations	Article 18	Not Applicable	17
w. Non-Competition Covenants	19.5	Not Applicable	17
x. Dispute Resolution	Article 20	13, 14, and 19	17
y. Guaranty	11.3, Attachment 6	Not Applicable	15

ITEM 10: FINANCING

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

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

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

- a. designate the boundaries of your territory (Franchise Agreement, Section 8.1).
- b. provide the Pink's Window Services Operations Manual and other manuals and training aids we designate for use in the operation of your Pink's Window Services outlet, as they may be revised from time to time (Franchise Agreement, Section 10.2).
- c. provide a written list of the names, specifications, and any required and/or approved suppliers of any equipment, signage, fixtures, inventory, supplies and products that will be required to

open the Franchised Business. We do not deliver or install any of these items. (Franchise Agreement, Section 10.3).

- d. provide you with initial training at our headquarters in Austin, Texas. We will determine, in our sole discretion, whether you satisfactorily complete the initial training (Franchise Agreement, Section 7.1).
- e. provide you with samples or digital artwork of advertising and promotional materials for your initial marketing activities (Franchise Agreement, Section 10.4).

2. Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is forty-five to ninety (45-90) days. Before you may open, you must (i) complete our Initial Management Training Program, (ii) hire and train your staff, if required, (iii) acquire all equipment, computer systems, software, applications and vehicle we require, and (iv) obtain required licenses to operate the Franchised Business. This timeline assumes that you already have the requisite experience to meet the requirements to obtain a license in your Territory. Factors that may affect this time period include your ability to acquire license and permits and completion of required training. If you have not opened your Franchised Business within ninety (90) days after you sign the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time as extended, is a default of the Franchise Agreement. Although our standard offering assumes that you will operate the Franchised Business from a home office, if you choose to secure a commercial space, you must secure a space that meets our then-current requirements. We will consider factors such as the general location and neighborhood, distance from competitors, demographics, zoning, traffic patterns, parking, and overall interior and exterior size. We will review and approve or disapprove of any site within 20 days of your submission of the information for that site to us. If we cannot agree on a site for the Franchised Business, your Franchise Agreement may be terminated and you may lose your Initial Franchise Fee. The site for your business must be located within your Territory. (Franchise Agreement, Sections 8.1, 8.2 and 8.3).

3. Obligations After Opening

During the operation of your franchise, we will:

- a. offer from time to time, in our discretion, mandatory additional training programs. If we require it, you must attend mandatory additional training and/or attend an annual business meeting or franchisee conference for up to five (5) days each year at a location we designate. Failure to attend mandatory additional training or an annual business meeting or conference is a default of the Franchise Agreement. We reserve the right to impose a fee of \$500 per trainer per day, plus actual expenses for additional training as well as a fee for the annual business meeting or conference ranging from \$500 to \$5,000. You must also pay for your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs. (Franchise Agreement, Section 7.3).
- b. upon your request, or as we determine to be appropriate, provide remedial in-territory training and assistance. For any in-territory training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging (Franchise Agreement, Section 7.4).

approving a site. You are required to remove all identifying signs and property from the original office location.

We reserve all rights not expressly granted in the Franchise Agreement. For example, we or our affiliates may own, operate or authorize others to own or operate Pink's Window Services outlets outside of the Territory and may operate other kinds of businesses within the Territory. Although we do not currently do so and have no plans to do so, we and our affiliates may own, acquire, conduct, or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Marks, including a product or service similar to those you will sell at your Franchised Business. We reserve the right to merge with, acquire, or be acquired by, an existing competitive or non-competitive franchise network, chain, or other business; however, we will not convert any acquired business in your Territory to a franchise using our primary trademarks during the Term of your Franchise Agreement.

We also reserve the right to solicit, sell to, negotiate rates with, and service real estate developers that conduct business across multiple areas or have multiple locations either regionally or nationally, such as brokerage firms, builders, property management companies, or residential developers ("Commercial Accounts"). We may offer you the first right to service Commercial Accounts in your Territory, provided that you accept the negotiated terms.

We reserve the rights to offer (i) other services and products not offered under the Marks, (ii) other window cleaning or power washing concepts or products under the Marks or other trademarks, and (iii) products or services through other channels of distribution in the Territory including, but not limited to, co-branding with other window cleaning or power washing businesses, and offering products through retail stores, the Internet or direct marketing ("Alternate Channels of Distribution"). You will receive no compensation for our sales through Alternative Distribution Channels in the Market Area.

You may not use Alternative Distribution Channels, [such as the Internet](#), to make sales inside or outside your Territory; however, we will include a listing on our website of your Pink's Window Services Franchised Business contact information.

You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory.

You may service a customer located outside of your Territory, provided that (i) the customer is (i) a prior client of yours and (ii) solicited your service to provide window cleaning or pressure washing of a property located outside of the Territory or (iii) a referral source in your Territory requests that you perform window cleaning or pressure washing services at a property located outside of the Territory (iv) You can do business by word of mouth referral or for commercial work outside of their territory even if it is in another franchisee's territory (v) you otherwise obtain our prior approval.

ITEM 13: TRADEMARKS

Pink's Franchise Holdings, LLC ("Licensor") is the owner of the Marks and has granted us the exclusive right to use the Marks and license to others the right to use the Marks in the operation of a Pink's Window Services outlet in accordance with the System. The Franchise Agreement will license to you the right to operate your Franchised Business under the Pink's Window Services Marks, as described below (the "Principal Marks").

Licensor owns the following Principal Marks that are currently registered on the Principal Register of the United States Patent and Trademark Office:

agreed to pay Ms. Sanchez one-half of one percent of the Royalty Fees that we collect from our franchisees.

Except as stated above, no other public figure appears in the franchise name or symbol, endorses or recommends the franchise to prospective franchisees, is involved in our actual management or control, or has invested in us.

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.

As of December 31, 2024, we had (i) two affiliate-owned locations operating in two Territories (each, an "Affiliate-Owned Location"), and (ii) 4945 franchisees operating in 4945 Territories (each, a "Franchised Location" and collectively, the "Franchised Locations").

This Financial Performance Representation excludes the data in connection with (i) one Affiliate-Owned Location since the Affiliate-Owned Location was open for less than 12 months during the 2024 calendar year, (ii) 44 Franchised Locations operating in 44 Territories since those Franchised Locations opened during the 2024 calendar year and were open for less than 12 months, and (iii) one Franchised Location that is currently in default of its franchise agreement as a result of its failure to comply with its minimum advertising requirement and other operational issues.

This Financial Performance Representation discloses the historical Total Income, as well as Total Costs of Goods Sold, Total Expenses and Net Income for the Affiliate-Owned Location during the 2024 Calendar Year.

Written substantiation of the data used in preparing these figures will be made available to you upon reasonable request.

Except as set forth herein, there are no material financial or operational characteristics of the outlets that are reasonably anticipated to differ materially from future franchise outlet operations.

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

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AMENDMENT TO THE PINK'S FRANCHISING LLC FRANCHISE AGREEMENT AND MULTI-UNIT ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"), which govern the attached Pink's Franchising LLC Franchise Agreement (the "Franchise Agreement"), the parties thereto agree as follows:

1. To the extent of any inconsistencies, the Franchise Agreement and Multi-Unit Addendum are hereby amended to further state:

"Section 4 of the Act provides that no franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or Multi-Unit Addendum or the Act outside of the State of Illinois."

2. To the extent of any inconsistencies, the Franchise Agreement and Multi-Unit Addendum are hereby amended to further state:

"Illinois law governs the terms of this Franchise Agreement and Multi-Unit Addendum."

3. To the extent of any inconsistencies, the Franchise Agreement and Multi-Unit Addendum are hereby amended to further state:

"Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. To the extent of any inconsistencies, the Franchise Agreement and Multi-Unit Addendum are hereby amended to further state:

"To the extent any provision regarding termination or renewal of the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act §§ 815 ILCS §§ 705/19 and 705/20, the provisions of these sections of the Act will control."

5. No statement, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise
~~Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.~~

~~6.6 No statement, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.~~

10. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

11. Items 5 and 7 of the Franchise Disclosure Document are hereby amended as follows:

We are required to defer collection of initial franchise fees until the business opens.

12. Section 4.1 of the Franchise Agreement and Section 2 of the Multi-Unit Operator Agreement are hereby amended to include the following language:

We are required to defer collection of initial franchise fees until the business opens.

FRANCHISOR:

FRANCHISEE:

PINK'S FRANCHISING, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

**VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY
THE STATE OF SOUTH DAKOTA**

The following statement is added to the Franchise Disclosure Document:

In the State of South Dakota, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

No statement, questionnaire, or ~~acknowledgment~~ **acknowledgement** signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on ~~any statement made by any franchisor, franchise seller, or other person acting on~~ behalf of the ~~franchisor~~ **Franchisor**. This provision supersedes any other term of any document executed in connection with the franchise.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____.

FRANCHISOR:

PINK'S FRANCHISING LLC

By:

Name: Steven Montgomery

Title: CEO & Founder

FRANCHISEE:

By:

Name:

Title:

PRINCIPALS:

Name:

Name:

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following statement is added to the ~~Risk Factor Page~~Franchise Disclosure Document:

~~**Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$128,000 to \$166,500. This amount exceeds the franchisor's stockholder's equity as of December 31, 2023, which is \$70,703. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

Item 5 of the Franchise Disclosure Document is hereby amended to include the following:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following statements are added to Item 17.h.

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

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

VIRGINIA ADDENDUM TO THE FRANCHISE AGREEMENT

The following is hereby added to the Franchise Agreement:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following is hereby added to the Franchise Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:

PINK’S FRANCHISING LLC

By: _____

Steven Montgomery, Founder
(Print Name, Title)

Date: _____

FRANCHISEE:

By: _____

(Print Name, Title)

Date: _____

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

State	Effective Date
California	Pending Registration
Hawaii	Pending Registration
Illinois	Pending Registration
Indiana	Pending Registration <u>April 30, 2025</u>
Maryland	Pending Registration
Michigan	February 16, 2025
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Pending Registration <u>April 30, 2025</u>
Rhode Island	Pending Registration <u>May 22, 2025</u>
South Dakota	Pending Registration
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	Pending Registration <u>April 30, 2025</u>

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.