

FRANCHISE DISCLOSURE DOCUMENT

COUNTRY VISIONS, INC.
(a California corporation)
1339 Oliver Road, Suite A
Fairfield, California 94534
(707) 451-6890

Email: franchiseinfo@apricotlanefranchise.com

Website: www.ApricotLaneBoutique.com, www.ApricotLaneFranchise.com



The name of the franchisor is Country Visions, Inc. (“COUNTRY VISIONS”). The franchise is for a retail specialty store selling, fashion apparel and accessories, bath and body products, gifts, wall decor and other merchandise. Your store will operate under the mark “APRICOT LANE.”

The total investment necessary to begin operation of an APRICOT LANE store is \$168,950 to \$360,300 . This includes ~~\$42,950~~ ~~42,000~~ to \$47,000 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of your second and each subsequent APRICOT LANE store is \$149,450 to \$340,800 for a start-up store. This includes \$23,450 to \$27,500 that must be paid to the franchisor or its affiliate.

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

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 Terry Odneal at Country Visions, Inc., 1339 Oliver Road, Suite A, Fairfield, California 94534, (707) 451-6890.

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

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

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

Issuance Date: February 28, 2025, amended May 15, 2025

Customers for the APRICOT LANE Stores are the general public including those shopping for fashion apparel and accessories, gifts, and impulse buyers. We believe that the market for the products and services provided by the Franchised Business is established. As is the case with retail in general, this business tends to be seasonal with the busiest period in the fourth calendar quarter. The Franchised Business will compete with other specialty retail businesses, including fashion boutiques, gift shops, and other businesses such as catalog and on-line sellers that offer products similar to those carried in the Franchised Business.

COUNTRY VISIONS' management believes that there are no regulations specific to the operation of the Franchised Business. However, you will need to comply with all federal, state and local laws applicable generally to the Franchised Business.

COUNTRY VISIONS does not have any affiliates that have offered franchises in any line of business or that provide products or services to the franchisees.

ITEM 2 BUSINESS EXPERIENCE

Vice President of Technology & Business Administration, and Board Member: Scott Jacobs

Mr. Jacobs has been our Vice President of Technology and Business Administration since February 2021, and a Board Member since 1996. Mr. Jacobs was previously Vice President of Marketing from August 2017 until February 2021. All positions were in Vacaville, California until August 2022, and in Fairfield, California since then.

Founder and Board Member: Kenneth M. Petersen

Mr. Petersen is our Founder and has been a Board Member since January 1996. All positions were in Vacaville, California until August 2022, and in Fairfield, California since then.

Vice President, Franchise Development: Terry W. Odneal

Mr. Odneal joined COUNTRY VISIONS as Vice President of Franchise Development in May 1996. All positions were in Vacaville, California until August 2022, and in Fairfield, California since then.

President and CEO: Christopher Lanning

Mr. Lanning has been our President and CEO since December 2023. Mr. Lanning was our President of Retail from August 2018 to November 2023. All positions were in Vacaville, California until August 2022, and in Fairfield, California since then.

Vice President of Merchandising & Brand Operations: Darcie Reeping.

Ms. Reeping has been our Vice President of Merchandising & Brand Operations since December 2023. From May 2019 to November 2023, she was our Senior Director of Merchandise Service Group. All positions were in Vacaville, California until August 2022, and in Fairfield, California since then.

Franchise Development Specialist: Judy Lanning

Ms. Lanning joined COUNTRY VISIONS as a Franchise Sales Specialist in August 2020 in Vacaville, California until August 2022, and in Fairfield, California since then. Ms. Lanning previously served as a Stylist with Macy's in Columbus, Ohio from September 2019 to March 2020. ~~Before that, she was a stay-at-home parent and school volunteer.~~

Franchise Development Specialist: Traci Bleedorn

Ms Bleedorn joined COUNTRY VISIONS as a Franchise Sales Specialist [in Fairfiled, California](#) in June 2024. Ms. Bleedorn previously served as an Athletic Secretary with the Olentangy Local School District, Lewis Center, Ohio from January 2018 to September 2023.

**ITEM 3
LITIGATION**

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**

The standard initial franchise fee is \$39,500. We may provide a \$5,000 reduction on the initial franchise fee to veterans of U.S. Armed Forces who meet our criteria. Currently, to qualify for the discount, the veteran must own at least 50.0% of the franchise. “Veteran” means a person who receives an honorable discharge, as evidenced by a U.S. Department of Defense Form 214 (DD-214). The franchise fee for a second and each additional franchise purchased is \$20,000. Otherwise, the initial franchise fee and any subsequent fees paid for additional stores are uniform for all franchisees. During fiscal year ending December 31, 2024, we collected franchise fees ranging from \$15,000 to \$39,500.

If at the time you sign the Franchise Agreement no specific location has been determined for your Franchised Business, you will also sign Exhibit A to the Franchise Agreement, giving you an “open license” to establish the Franchised Business at a mutually agreed upon site in the future. In that case, you will pay us the initial franchise fee in two installments including a nonrefundable deposit of \$5,000 on signing the Franchise Agreement and the balance upon the execution of the Landlord’s letter of intent for a site approved by COUNTRY VISIONS (see Item 11 of this Disclosure Document for details about site selection and approval). Otherwise, the franchise fee is paid in full on signing the Franchise Agreement. The franchise fee is fully earned and non-refundable upon payment, except as expressly provided below in this Item 5.

If we determine, in our sole discretion, that you or your designated manager are unable to satisfactorily complete the training program at our headquarters, we shall have the right to terminate the Franchise Agreement, and return the initial franchise fee less expenses incurred by COUNTRY VISIONS in providing training to you and other expenses incurred by COUNTRY VISIONS, not to exceed \$5,000 or as stated in other provisions of the Franchise Agreement to the contrary. To obtain the refund you must execute a full release of claims against COUNTRY VISIONS and our affiliates and return to us all confidential or proprietary information you have received from us.

You and COUNTRY VISIONS jointly determine when our representative will arrive to assist you with your store opening. If your Franchised Business is not ready when this representative arrives, we have the right to recall this person until we are satisfied that your Franchised Business is ready. If this happens, you must pay for the costs of sending this person back to your Franchised Business to help you open. This includes the costs involved in changing airline tickets if necessary. As an alternative to recalling the

representative, we have the right to have this representative remain on site, and in this instance, you agree to pay for added lodging and living costs for each day they are prevented from completing their tasks.

We assess a plan review fee of \$1,500 if you use an architect other than our recommended architect to draw up the plans for your Store. This fee would be paid before opening the Franchised Business upon advising us of your decision to use another architect. This fee is uniform for all franchisees in these circumstances, fully earned on receipt and not refundable for any reason.

We may assess a Grand Opening Marketing Fee of \$1,500 if we choose to use a Advertising or Promotions Agency or Marketing Consultant other than COUNTRY VISIONS in house agency to develop a local Grand Opening Marketing Plan, including local market research.

We also typically provide visual merchandiser/store opener services for you at a cost, but may appoint a designated provider. Typical fees range from \$350 to \$550 per day plus expenses. If there is a schedule conflict, we would schedule and send one store opener representative for the training of staff and opening support for a period of 6 to 8 days as part of our visual merchandiser services. COUNTRY VISIONS will pay the store opener a daily fee and you will reimburse COUNTRY VISIONS for expenses, per diem food charges. These fees typically range between \$~~3,450~~ ~~2,500~~ to \$4,500.

The fees described in this Item are uniform as to all franchisees who receive this offer. None of the fees described in this Item 5 are refundable except as provided in this Item.

**ITEM 6
OTHER FEES**

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks*
Royalty Payments	5.5% of Gross Revenues ⁽²⁾	Payable semi-monthly by the 20th and the 5th of each month.	Based on Gross Revenues for the preceding period of the 1st through the 15th for payments on the 20th, and the 16th through the last day of the month for payments on the 5th.
Option fee	\$15,000	Payable on signing the Location Option Agreement	Payable if you purchase an option (See Item 12)
Advertising and Development Fund ⁽³⁾	1% of your Gross Revenues	Payable to the Advertising and Development Fund in same manner as Royalty Fee listed above.	You also have to spend at least 2% of gross revenues on local advertising. See Item 11 for a detailed discussion about the Advertising and Development Fund.

You may use your own advertising that is submitted to and approved by COUNTRY VISIONS before use. We retain the exclusive right to establish and maintain sites on the Internet under any domain name containing the words “APRICOT LANE” or any of the Marks or any variation of them and you may not establish any such site on the Internet without our written consent, which may be withdrawn at any time. You need our written approval of any web page or Internet advertising you propose to maintain or use, including the use of linking and framing between your web page and any other web sites.

The submission of advertising to us for approval does not affect your right to determine the prices at which you sell your products or services. We do not have the right or obligation to assist you in establishing your prices, such as by setting minimum or maximum prices for the items you sell.

System Websites (or Digital Presence) and Electronic Marketing and Advertising

We or one or more of our designees may establish a website or series of websites or digital presence for the Stores and/or the sale of any goods or services under the Marks to advertise, market and promote the Stores and the products and services they offer, the Franchised Businesses, and/or for any other purposes that we determine are appropriate for Stores (collectively, the “System Website”). If we include information about the Franchised Business on the System Website, you must give us the information and materials that we periodically request concerning the Franchised Business and otherwise will participate in the System Website in the manner that we periodically specify. By posting or submitting to us information or materials for the System Website, you represent to us that the information and materials are accurate and not misleading and do not infringe any third party’s rights.

We will own all intellectual property and other rights in the System Website and all information it contains, including the domain names or URL (or any electronic addresses) for the System Website, the log of “hits” by visitors, and any personal or business data that visitors (including you and your personnel) supply. We may use the Marketing Fund’s assets to develop, maintain and update the System Website and digital presence. We may implement and periodically modify system standards relating to the System Website(s) or digital presence and, at our option, may discontinue or alter the System Website(s) or digital presence, or any services offered through the System Website, at any time.

All advertising, marketing and promotional materials that you develop for the Franchised Business must contain notices of the URL of the System Website in the manner that we periodically designate. You may not develop, maintain or authorize any other website, other online or digital presence or other electronic medium that mentions or describes the Franchised Business or displays any of the Marks without our prior written approval. Neither you, nor any of your owners, signatories, guarantors or individuals who attended training or signed a confidentiality agreement, may conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet or in any other manner without express permission from us in writing. Any social media that you engage in must be in accordance with our standards that we specify from time to time.

We have the right to maintain websites other than the System Website and to offer and sell products and services under the Marks from the System Website, another website or otherwise over the Internet without payment or obligation of any kind to you.

Computer Systems

You must use computer hardware and software meeting our specifications that is compatible with our system, including a software program for point of sale which tracks and collects all pertinent data of inventory, vendors, customers, sales transactions and inventory orders. The system includes an Apple Mac microprocessor and compatible software applications and accessories including monitor, keyboard, mouse, printer, modem, receipt printer, bar code scanner, bar code label printer, Microsoft Office, and point of sale

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.

Gross Revenues of Apricot Lane Stores							
Operating for the Full 12-Month Period Ending December 31, 2024							
<u>Type of Location</u>	<u>Number of Stores</u>	<u>Range of Gross Revenues</u>		<u>Average Gross Revenues</u>	<u>Median Gross Revenues</u>	<u># and % At or Above Average</u>	<u># and % Below Average</u>
		<u>High</u>	<u>Low</u>				
<u>Top 10</u>	10	<u>\$1,465,418</u>	<u>\$563,231</u>	<u>\$757,878</u>	<u>\$688,273</u>	<u>3 or 30%</u>	<u>7 or 70%</u>
<u>Top 20</u>	20	<u>\$1,465,418</u>	<u>\$447,254</u>	<u>\$628,619</u>	<u>\$558,711</u>	<u>5 or 25%</u>	<u>15 or 75%</u>
<u>Bottom 20</u>	20	<u>\$171,925</u>	<u>\$59,007</u>	<u>\$125,270</u>	<u>\$130,093</u>	<u>10 or 50%</u>	<u>10 or 50%</u>
<u>Bottom 10</u>	10	<u>\$122,179</u>	<u>\$59,007</u>	<u>\$92,835</u>	<u>\$92,580</u>	<u>5 or 50%</u>	<u>5 or 50%</u>

Notes:

1. This table of gross revenues of Apricot Lane Stores above consists of the relevant set of reported gross revenues of the 88 franchised Stores that were open and operating during the entire 12-month period shown. We had 109 franchised Apricot Lane Stores open as of the end of the period shown. The 21 franchised Stores in existence as of December 31, 2024, that were excluded from the table were: (a) 18 Stores that first opened for business during 2024 that period; and (b) -3 Stores that relocated or transferred ownership during that period. The table does not include data from any Stores that closed during 2024, including 17 stores whose franchise agreement terminated in 2024, 2 Stores whose franchise agreement was not renewed in 2024, and 2 Stores who ceased operating in 2024 for other reasons. Of these 21 Stores that that closed during 2024, none had been open for less than 12 months.
2. The row for All Stores consists of all franchised Stores described in Note 1. The row for Top 10 consists of the 10 franchised Stores with the highest reported annual gross revenues. The row for Top 20 consists of the 20 franchised Stores with the highest reported annual gross revenues. The row for Bottom 20 consists of the 20 franchised Stores with the lowest reported annual gross revenues. The row for Bottom 10 consists of the 10 franchised Stores with the lowest reported annual gross revenues.
3. The gross revenues shown were derived from unaudited financial reports submitted by franchisees for the purpose of computing royalties and using a gross revenues definition identical to the one in Item 6.
4. Stores reflected in this table have been open for a period ranging from 1 year to more than 10 years. A new COUNTRY VISIONS Store is likely to experience a start-up period before achieving stabilized revenues.
5. Some of the Stores reflected in this table are located in areas where COUNTRY VISIONS Stores have established a market presence. If you open your Store in a new market, your Store will not benefit from any established trade identity in the local market derived from the presence and marketing activities of other COUNTRY VISIONS Stores in the local market.

General

We expect that new franchised COUNTRY VISIONS Stores will offer the same or similar products and services, and have similar characteristics, as the Stores included in these financial performance representations.

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

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

The financial performance representation figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenues or gross sales figures to obtain your net income or profit. ~~You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business.~~ Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

Other than the preceding financial performance representation, Country Visions, Inc. does 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 Terry Odneal, our Vice President of Franchise Development, at 1339 Oliver Road, Suite A, Fairfield, California 94534, (707) 451-6890, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary
For the Fiscal Years of 2022, 2023 and 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	82	108	+26
	2023	108	112	+4
	2024	112	109	-3
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	82	108	+26

State	Franchise Agreements Signed But Outlet Not Opened as of December 31, 2024	Projected New Franchised Outlets in the Next Fiscal Year (2025)	Projected New Company-Owned Outlet In the Next Fiscal Year
MN	1	1	0
MT	1	1	0
NE	0	1	0
NC	0	1	0
ND	0	1	0
NY	0	1	0
OH	0	1	0
PA	0	2	0
SC	1	1	0
TN	0	1	0
TX	1	2	0
VA	0	2	0
VT	0	1	0
WV	0	1	0
WY	0	1	0
TOTALS	9	30	1

NOTES:

1. All numbers above are as of December 31 for each year.

Attached to this Disclosure Document as Exhibit C is (1) a list of our franchisees that were open for business as of December 31, 2024; and (2) a list of our franchisees that were not yet open for business as of December 31, 2024; is attached to the Disclosure Document as Exhibit C. A list of the franchisees that ceased operations during the year ended December 31, 2024 or who have failed to communicate with the franchisor during the 10 week period prior to the filing of the application date is attached as Exhibit E.

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

STATE	STATE ADMINISTRATORS	AGENTS FOR SERVICE OF PROCESS
MN	Commissioner of Commerce Department of Commerce 8 ⁵ 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	Commissioner of Commerce Department of Commerce 8 ⁵ 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500
NY	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8285	New York Secretary of State New York Department of State 99 Washington Avenue Albany, New York 12231 (518) 473-2492
ND	North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5 th Floor – Dept 414 Bismarck, North Dakota 58505 (701) 328-4712	Securities Commissioner 600 East Boulevard Avenue State Capitol – 5 th Floor – Dept 414 Bismarck, North Dakota 58505 (701) 328-4712
RI	Securities Division John O. Pastore Center, Bldg 69.1 1151 Pontiac Avenue Cranston, Rhode Island 02920 (401) 277-3048	Director Department of Business Regulation John O. Pastore Center, Bldg 69.1 1151 Pontiac Avenue Cranston, Rhode Island 02920 (401) 277-3048
SD	Director of Division of Securities 445 East Capitol <u>124 S. Euclid</u> Avenue Pierre, South Dakota 57501 (605) 773-4823	Director of Division of Securities 445 East Capitol <u>124 S. Euclid</u> Avenue Pierre, South Dakota 57501 (605) 773-4823
VA	Director, Securities and Retail Franchising Division State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733
WA	WA Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Securities Administrator Washington State Dept of Financial Institutions –150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760
WI	Office of the Commissioner of Securities 101 East Wilson Street, Fourth Floor Madison, Wisconsin 53702 (608) 266-8559	Commissioner of Securities 101 East Wilson Street Madison, Wisconsin 53702 (608) 266-8559

Exhibit E – Former Franchisees

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

Franchisees who left the system during the year ended December 31, 2024

Ambera & Clayton Graham (Scottsdale AZ Transfer)

12041 N. 28th St
Phoenix AZ 85028
(303) 518-4702

Denise Felix (co-owner Vacaville CA)

922 Stellar Way
Suisun City, CA 94585
(707) 208-3887

~~(Lease at end of term/co-partners with Lisa Newkirk)~~

Lisa Newkirk (co-owner Vacaville CA)

630 Rossi Dr.
Dixon, CA 95620
(707) 514-9528

~~(Lease at end of term/co-partners with Denise Felix)~~

Priscilla & Guillermo Galasso (Castle Rock CO)

4792 Coltin Trail
Castle Rock, CO 80104
(720) 363-1177

Sold the store to a new Franchisee

Courtney Isbell (Loveland CO)

3315 San Mateo Ave
Evans, CO 80620
(970) 396-8109

Michelle Zarkovich (Fort Myers FL)

10347 Via Romano Ct.
Fort Myers, FL 33913
(239) 565-8855
(Lease at end of term)

Ginger O'Connor (Sarasota FL)

571 Birdie Lane
Longboat Key, FL 34228
(941) 323-7703
Store destroyed by Hurricane

Amy Hart (Evans GA)

1185 Sumter Landing Circle
Evans, GA 30809
(941) 587-3152

Nicole & Patrick Cravens (Springfield IL)
1212 Saratoga Chase
Sherman, IL 62684
(217) 741-4252

Ali & Chad Raymond (Wichita KS)
13825 W. Alderny Ct.
Wichita, KS 67235
Ali cell: 316-252-6382

Ali & Chad Raymond (Wichita WEST KS)
13825 W. Alderny Ct.
Wichita, KS 67235
(316) 252-6382

Leah Russel (Mandeville LA Transfer)
20372 Thornwood Drive
Hammond LA 70403
(985) 634-4398

Amy Marques (Duxbury MA)
51 Fountain Knoll Lane
Kingston, MA 02364
Amy cell: 617-458-1730

~~Joann Oliveria (Nashua MA)~~
~~76 Chatham St.~~
~~Lowell, MA 01851~~
~~(978) 835-7938~~

Sandy & Chip Wong (Columbia MD)
4117 Tiber Falls Dr.
Ellicott City, MD 21043
(443) 812-5125

Amy Noel (Blaine MN)
16898 244th Road
Scandia, MN 55073
(651) 343-9667

Joann Oliveria (Nashua NH MA)
76 Chatham St.
Lowell, MA 01851
(978) 835-7938

Kristina Atti & Nathan Wallace (Buffalo NY)
285 Dearborn St.
Buffalo, NY 14207
Kristina cell: (716) 481-2670

Catherine Bray (Asheville NC)
1 All Souls Crescent
Asheville, NC 28803
Catherine cell: 864-346-0548
Store destroyed by hurricane

Loni Bienek (Bismarck ND Transfer)
1803 Contessa Dr
Bismarck ND 58503
(701) 400-6752

Lyndsey Newson (Aiken SC)
302 Clearwater Lane
Grovetown, GA 30813
(502) 889-8780

Ashley & Dan Siler (Murfreesboro TN)
7779 Brenda Lane
Murfreesboro, TN 37129
(615) 427-1764

Tara & David Brisendine (Beaumont TX)
12812 Beaverbrook St.
Lumberton, TX 77657
Tara cell: 409-790-0678

Jennifer Gonzalez (El Paso TX)
201 Ulshaw St.
El Paso, TX 79928
(512) 745-7613

Jennifer Webster (Waco TX)
325 Utah St.
China Spring, TX 76633
Jennifer cell: 254-227-7885

Pam & Kip Creel (Parkersburg WV)
137 Blackwater Lane
Davisville, WV 26142
(304) 488-0553

Franchisees who have failed to communicate with us during the 10 week period prior to the issuance date of this Disclosure Document (and after December 31, 2024).

LaNora & Michael Tolman
5150 Fouts Ave.
Fairbanks AK 99709
(907) 322-5798

Yolanda & Chris Marin
1449 Mendocino Creek DR.
Patterson CA 95363
(408) 550-3640

Mark and Rosanne Courtright (Folsom CA Transfer)
629 Ruscello Ct
El Dorado Hills CA 95762
(916) 628-4262

Leslie & Sarju Patel
4025 Carbonne Ct
Cumming GA 30040
(512) 592-1274

Amber Sartain (Bozeman MT Transfer)
486 Dan Rd
Amsterdam MT 59741
(406) 580-8957

Lucille Coyle
23 Linda Dr
Allendale NJ 07401
(201) 574-5249

Cecelia Coursey
190 Aspen Lane
Gilbertsville PA 19525
(484) 366-3814

Lauren & Nelson Juarez
1220 19th Ave N 5618
Texas City TX 77590
(571) 225-5440

Bailey Lee
5 Kean Circle
The Colony TX 75056

(831) 392-6068

Deirdre & Scott Robertson
485 Canna Lily Circle
Driftwood TX 78619
(512) 571-1337

ADDENDUM TO THE
COUNTRY VISIONS FRANCHISE DISCLOSURE DOCUMENT
AS REQUIRED BY THE STATE OF ILLINOIS

The following statements are added to the end of Item 17:

~~Except for the Federal Arbitration Act that applies to arbitration,~~ Illinois law governs the Agreement.

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

Franchisees' rights upon termination and non-renewal are set forth in Section 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

All initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. The Illinois Attorney General's Office imposed this deferral requirement due to franchisor's financial condition.

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

**RIDER TO THE
COUNTRY VISIONS FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act and the rules and regulations promulgated thereunder, the parties to the attached Country Visions Franchise Agreement (the “Agreement”) agree to amend and revise the Agreement as follows:

1. The first sentence of the third paragraph contained in the preambles on page 2 is deleted.
2. **Governing Law.** Section 22B is amended to read as follows:

~~Except for the Federal Arbitration Act that applies to arbitration,~~ Illinois law governs the Agreement.

3. **Consent to Jurisdiction.** Section 22C is amended to read as follows:

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

4. ~~Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement. **Waiver of Jury Trial / Limitations of Claims.** The following language is added to the end of Sections 22G and 22H of the Franchise Agreement.:~~

~~However, the waiver shall not apply to the extent prohibited by Section 705/41 of the Illinois Disclosure Act of 1987 or Illinois regulations at Section 200.609.~~

5. ~~Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements. **Survival of Terms.** The following language is added to the end of Section 22.I of the Franchise Agreement:~~

~~However, nothing in this Section shall shorten any period within which FRANCHISEE may bring a claim under Section 705/27 of the Illinois Franchise Disclosure Act or constitute a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met).~~

6. **Illinois Franchise Disclosure Act.** The following language is added as a new Section 26 of the Franchise Agreement:

SECTION 26: ILLINOIS FRANCHISE DISCLOSURE ACT

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

7. **Fee Deferral.** All initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. The Illinois Attorney General’s Office imposed this deferral requirement due to franchisor’s financial condition.

ADDENDUM TO COUNTRY VISIONS, INC.
DISCLOSURE DOCUMENT
AS REQUIRED BY THE STATE OF MINNESOTA

With respect to franchises governed by Minnesota law, the following shall apply:

1. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

With respect to franchises governed by Minnesota Franchise Law, we will comply with Minn. Stat. Section 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

Minnesota Statute §80C.21 and Minnesota Rule 2860.4400J prohibit us in certain cases from requiring litigation to be conducted outside Minnesota. These provisions also provide that no condition, stipulation or provision in the franchise agreement shall in any way abrogate or reduce any rights you have under Minnesota Franchise Law, including (if applicable and subject to your arbitration obligations) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Any release as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by applicable law for claims arising under Minn. Rule 2860.4400D.

Minnesota Rule Part 2860.4400J prohibits a franchisee in certain cases from waiving rights to a jury trial; waiving your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties or judgment notes. However, we and you will enforce these provisions in the agreements to the extent the law allows.

2. As stated in Item 22 of the Disclosure Document:

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

**ADDENDUM TO THE
COUNTRY VISIONS DISCLOSURE DOCUMENT
AS REQUIRED BY THE STATE OF WASHINGTON**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

3. Section 25 of the Franchise Agreement does not apply in Washington.

4. The section entitled “Franchisee Acknowledgments” under the “Miscellaneous” heading in the Amendment for E-Commerce Platform does not apply in Washington.

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

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement in multiple copies the day and year first above written.

COUNTRY VISIONS, INC.
a California corporation

By: _____
Name: _____
Title: _____

FRANCHISEE

FRANCHISEE

FRANCHISEE

FRANCHISEE

**ITEM 23
RECEIPTS**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully.

If Country Visions offers you a franchise, we must provide this disclosure document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale except:

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. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Country Visions 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, D.C. 20580 and your state agency.

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

Terry Odneal, Ken Petersen, Christopher Lanning, Traci Bleedorn and Judy Lanning, 1339 Oliver Road, Suite A, Fairfield, California 94534, (707) 451-6890

Issuance Date: February 28, 2025, amended May 15, 2025,

Country Visions authorizes the Agents for Service of Process listed in Exhibit D to receive service of process for the Franchisor.

I have received a Franchise Disclosure Document dated February 28, 2025, amended May 15, 2025, that includes the following exhibits:

- | | |
|--|--|
| Exhibit A: Financial Statements | Exhibit E: Former Franchisees |
| Exhibit B: Franchise Agreement | Exhibit F: State Addenda |
| Exhibit B-1: Amendment for
E-Commerce Platform | Exhibit G: Table of Contents of Operations
Manual |
| Exhibit C: List of Franchisees | Exhibit H: Sample General Release |
| Exhibit D: List of State Regulators and
Agents for Service of Process | |

Date: _____ Signature: _____ Printed Name: _____

Date: _____ Signature: _____ Printed Name: _____

Please sign this copy of the receipt, date your signature, and keep it for your records.

**ITEM 23
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Date: _____ Signature: _____ Printed Name: _____

Date: _____ Signature: _____ Printed Name: _____

Please sign this copy of the receipt, date your signature, and return it to: Gretchen Dennis at Country Visions, Inc., 1339 Oliver Road, Suite A, Fairfield, California 94534, (707) 451-6890.