



## MINNESOTA FRANCHISE DISCLOSURE DOCUMENT

FASTSIGNS International, Inc.  
a Texas corporation  
2542 Highlander Way  
Carrollton, Texas 75006-2333  
(214) 346-5600  
www.fastsigns.com

The franchise offered is for a business that specializes in selling, marketing, producing, installing and repairing visual communications including signs (both non-electrical and electrical), related work involved in the maintenance, installation and de-installation of interior and exterior signage, including painting, patching, masonry and landscaping, graphics, banners, flags, vehicle graphics, vehicle wraps, ADA signage, compliance signs, dimensional letters, dimensional signage, ready-to-apply lettering, exhibits and displays, decals and labels, exhibits, trade show and other displays, digital imaging, printing (including small format, large format, grand format and 3D), textile and fabric printing, advertising and promotional products (including wearables), electronic and digital signage, content for digital signage, visual graphics enhanced by 2D barcodes, radio frequency identification (RFID), augmented reality and virtual reality, QR codes, websites (both regular and mobile-optimized), logo/artwork design and illustration, product wraps and other related graphics, marketing services and complementary products and services.

The total investment necessary to begin the operation of a full service FASTSIGNS Center franchised business is \$248,083 to \$344,624. This includes fees that range from \$157,282 to \$169,813 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Conversion FASTSIGNS Center franchised business is \$103,393 to \$241,060. This includes fees that range from \$69,440 to \$163,260 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Co-Brand FASTSIGNS Center is \$96,243 to \$227,497. This includes fees that range from \$69,440 to \$163,115 that must be paid to us or our affiliates.

If you enter into a Development Agreement, you will pay a franchise fee of \$49,750 for the first FASTSIGNS Center to be developed and \$24,875 for each additional FASTSIGNS Center developed. The development fee is \$18,500 for each FASTSIGNS Center to be developed (excluding the first FASTSIGNS Center) and that amount will be credited against the franchise fee due for each FASTSIGNS Center.

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

## **EXHIBITS**

- A - State Agencies/Agents for Service of Process
- B - Franchise Agreement
- C - Co-Brand Franchise Agreement
- D - Development Agreement
- E - Conversion Addendum
- F - Franchise Fee Acknowledgment
- G - Financial Statements
- G-1 - Guaranty of Performance
- H - Franchisees as of 12/31/2023
- H-1 - FASTSIGNS Centers Not Yet Open as of 12/31/2023
- H-2 - Former Franchisees
- H-3 - Franchisees that resold their FASTSIGNS Centers
- I - Table of Contents for Operations Manual
- J - General Release
- K - Financing Conversion and Co-Brand Promissory Note (Direct Financing)
- L - State Disclosure ~~Addenda~~ Addendum and Franchise Agreement Riders
- M - State Effective Dates
- N - Receipts

Each percentage given on this analysis reflects the mean average or the median of the total percentages for the applicable expense item provided by the reporting FASTSIGNS Centers (i.e., the aggregate sum of the expense percentages of all reporting FASTSIGNS Centers divided by the number of reporting FASTSIGNS Centers). The expense percentages for the various expense items provided by each reporting FASTSIGNS Center reflect that FASTSIGNS Center's expenses as a percentage of its Gross Sales. No percentage given in this analysis is the actual expenses percentage experienced by anyone FASTSIGNS Center and the actual expense percentages for the reporting FASTSIGNS Centers on any particular expense item may vary significantly.

In our financial performance representation, we aim to provide a comprehensive overview of the financial performance of our franchise system. ~~It is important to note that while we highlight the success of high volume FASTSIGNS Centers, we also have outlier FASTSIGNS Centers ("Outlier Centers") that have performed exceptionally well. However, it is crucial to understand that these Outlier Centers may not represent the typical results that can be expected across all FASTSIGNS Centers. Outlier Centers may have unique circumstances or advantages that have contributed to their exceptional performance.~~

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~~The franchisor is unable to verify the accuracy of the expense information provided by FASTSIGNS franchisees and makes no representations or warranties regarding the same.~~

The number of gross sales realized, and expenses incurred will vary from unit to unit. In particular, gross sales and expenses at Franchisee's FASTSIGNS Center will be directly affected by many additional factors not noted above, including, without limitation, the Center's geographic location, competition in the market, the presence of other FASTSIGNS Centers, the quality of management, the effectiveness of sales and marketing and the prices charged for products and services sold at the Center. Further, the franchise agreement to which each franchisee included in this analysis is subject is different from the Franchise Agreement attached to this Franchise Disclosure Document as **Exhibit B**. Among other terms, the Franchise Agreement attached to this Franchise Disclosure Document requires an initial franchise fee of \$49,750 and a continuing Service Fee of 6%. This analysis, therefore, should only be used as a reference for you to use in conducting its own analysis.

Finally, you should particularly note the following:

**You are urged to consult with appropriate financial, business and legal advisors in connection with the information set forth in this analysis.**

**Some FASTSIGNS Centers have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

**Substantiation of the data used in preparing this analysis will be made available upon reasonable request.**

Except for the representations above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 the Franchise Development Department at 2542 Highlander Way, Carrollton, Texas 75006, 214-346-5600, the Federal Trade Commission, and the appropriate state regulatory agencies.

**FASTSIGNS INTERNATIONAL, INC.**  
**MINNESOTA STATE DISCLOSURE ~~ADDENDA-ADDENUM~~ AND**  
**FRANCHISE AGREEMENT RIDERS EXHIBIT "L"**

**STATE ~~ADDENDA~~-ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**  
**ADDITIONAL DISCLOSURES FOR THE**  
**~~MULTI-STATE~~ FRANCHISE DISCLOSURE DOCUMENT OF FASTSIGNS**  
**INTERNATIONAL, INC.**

The following are additional disclosures for the Franchise Disclosure Document of FASTSIGNS International, Inc. required by ~~various state~~Minnesota franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the ~~applicable~~Minnesota state franchise registration and disclosure law are met independently without reference to these additional disclosures.

**CALIFORNIA**

~~1. The following paragraph is added at the end of Item 3 of the Franchise Disclosure Document:~~

~~Except as disclosed above, neither we nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15.~~

~~U.S.C.A. Section 78a et seq., suspending or expelling such person from membership in such association or exchange.~~

~~2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.~~

~~3. OUR WEBSITE, [www.fastsigns.com](http://www.fastsigns.com), HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT [www.dbo.ca.gov](http://www.dbo.ca.gov).~~

~~4. The following paragraphs are added at the end of Item 17 of the Franchise Disclosure Document:~~

~~California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer or nonrenewal of the franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, and the law applies, then the law will control.~~

~~Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)~~

~~Material Modification. California Corporations Code, Section 31125 requires the franchisor to give the franchisee a Franchise Disclosure Document, approved by the Department of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise.~~

~~Covenant not to Compete. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.~~

~~Arbitration. The Franchise Agreement requires binding arbitration. The arbitration will occur at a suitable location in Dallas County, Texas with the costs being borne as the arbitrator determines. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of the Franchise Agreement restricting venue to a forum outside the State of California.~~

~~Releases. The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000—31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000—20043).~~

## **ILLINOIS**

~~Illinois law governs the agreements between the parties to this franchise.~~

~~Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.~~

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

~~Your rights upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

### MARYLAND

~~1. The following language is added to the end of Item 5 of the Franchise Disclosure Document:~~

~~Pursuant to an order from the Maryland Office of the Attorney General, we have posted a surety bond, and the surety bond is on file with the Maryland Securities Division.~~

~~2. The “Summary” sections of Items 17(c), entitled Requirements for franchisee to renew or extend, and 17(m), entitled Conditions for franchisor approval of transfer, of the Franchise Disclosure Document are amended by adding the following:~~

~~3. Any general releases you sign as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.~~

~~4. The “Summary” section of Item 17(h), entitled “Cause” defined – non-curable defaults, of the Franchise Disclosure Document, is amended by adding the following:~~

~~The agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 ET seq.), but we and you agree to enforce it to the extent the law allows.~~

~~5. The “Summary” section of Item 17(v), entitled Choice of Forum, of the Franchise Disclosure Document is amended by adding the following:~~

~~Subject to the Federal Arbitration Act and other federal laws, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.~~

~~6. The following language is added to the end of Item 17 of the Franchise Disclosure Document:~~

~~Despite any contradictory provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.~~

~~7. 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, franchisee~~

~~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.~~

### ~~MICHIGAN~~

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

~~(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.~~

~~(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTling ANY AND ALL CLAIMS.~~

~~(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.~~

~~(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT~~

~~RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.~~

~~(E) — A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.~~

~~(F) — A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION IS CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.~~

~~(G) — A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:~~

~~(i) — THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.~~

~~(ii) — THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.~~

~~(iii) — THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.~~

~~(iv) — THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.~~

~~(H) — A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT~~

~~AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).~~

~~(I) — A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.~~

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

### MINNESOTA

1. The following language is added to the end of Item 13:

To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), we will protect your right to use the Marks and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

2. The following is added at the end of the chart in Item 17:

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

Any limitations of claims must comply with Minnesota Statutes, Section 80C.17, and Subd.5.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. Those provisions also provide that no condition, stipulations or provision in the Franchise Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) 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 required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by the Minnesota Franchises Law.

Minn. Rule Part 2860.4400J might prohibit a franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided 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 our Franchise Agreement to the extent the law allows.

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

### NEW YORK

~~1. The following information is added to the State Cover Page of the Franchise Disclosure Document:~~

~~INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.~~

~~2. The following paragraphs are added at the beginning of Item 3 of the Franchise Disclosure Document:~~

~~Except as provided above, regarding the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal Mark:~~

~~(a) No such party has an administrative, criminal, or civil action pending against that person alleging a felony; a violation of a franchise, antitrust, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable civil or misdemeanor allegations.~~

~~(b) No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.~~

~~(c) No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor~~

~~charge or has been held the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable allegations.~~

~~(d) No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity because of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.~~

~~3. The following is added to end of the “Summary” sections of Items 17(e), titled **Requirements for franchisee to renew or extend**, and Item 17(m), titled **Conditions for franchisor approval of transfer**,~~

~~However, to the extent required by applicable law,, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.~~

~~4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:~~

~~You may terminate the agreement on any grounds available by law.~~

~~5. The following is added to the “Summary” sections of Item 17(v), titled “Choice of forum”, and 17(w), titled “Choice of law”:~~

~~The foregoing choice of law and forum should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.~~

## **NORTH DAKOTA**

~~1. The “Summary” sections of Items 17(e), entitled **Requirements for the franchisee to renew or extend**, and 17(m), entitled **Conditions for franchisor approval of the transfer**, of the Franchise Agreement and Development Agreement charts in the Franchise Disclosure Document, are amended by adding the following:~~

~~However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.~~

2. ~~The “Summary” sections of Item 17(i), entitled **Franchisee’s obligations on termination/non-renewal**, of the Franchise Agreement and Development Agreement charts in the Franchise Disclosure Document, is amended by adding the following:~~

~~The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.~~

3. ~~The “Summary” sections of Item 17(u), entitled **Dispute resolution by arbitration or mediation**, of the Franchise Agreement and Development Agreement charts in the Franchise Disclosure Document, is amended by adding the following:~~

~~However, to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), the arbitration will be at a site to which we and you mutually agree.~~

4. ~~The “Summary” sections of Item 17(v), entitled **Choice of Forum**, of the Franchise Agreement and Development Agreement charts in the Franchise Disclosure Document is amended by adding the following:~~

~~Subject to arbitration requirements and to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.~~

5. ~~To the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.~~

6. ~~The “Summary” sections of Item 17(w), entitled **Choice of law**, of the Franchise Agreement and Development Agreement charts in the Franchise Disclosure Document is amended by adding the following:~~

~~Except for the Federal Arbitration Act and other federal law, North Dakota law governs.~~

## **RHODE ISLAND**

~~In recognition of the requirements of the State of Rhode Island Franchise Investment Act (the “Act”), §19-28.1 *et seq.*, the Franchise Disclosure Document submitted by FASTSIGNS International, Inc. for use in the State of Rhode Island is amended as follows:~~

1. ~~Item 17 u. Dispute resolution by arbitration or mediation shall comply with §19-28.1-21 of the Act – Private civil actions – and be amended to read:~~

~~(a.) A person who violates any provision of this Act is liable to the franchisee for damages, costs, and attorneys and experts fees. In the case of a violation of §§ 19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may~~

~~also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation.~~

~~(b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.~~

~~2. Item 17 v. Choice of forum and Item 17 w. Choice of law shall comply with § 19-28.1-14 of the Act Jurisdiction and venue and be amended to read:~~

~~A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.~~

### **VIRGINIA**

~~In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the “Summary” section of Item 17(h), entitled “Cause” defined – non-curable defaults, is amended by adding the following:~~

~~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.~~

### **WASHINGTON**

~~The following paragraph is added at the end of Item 17:~~

~~If any of the provisions in this Franchise Disclosure Document or the Franchise Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the “Act”), then (if the Act applies by its terms) the provisions of the Act will prevail over the inconsistent terms of the Franchise Disclosure Document and/or Franchise Agreement for any franchises sold in Washington. However, we and you agree to enforce the Franchise Agreement’s provisions to the extent the law allows.~~

**RIDER TO THE FASTSIGNS INTERNATIONAL, INC. FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**

~~This Rider (the “Rider”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between FASTSIGNS INTERNATIONAL, INC., a Texas corporation located at 2542 Highlander Way, Carrollton, Texas 75006-2333 (“we,” “us” “our,” or “Franchisor”), and~~

~~\_\_\_\_\_ a \_whose principal business address is?~~

~~\_\_\_\_\_ (“you,” “your,” or “Franchisee”).~~

~~1. \_\_\_\_\_ **Background.** We and you are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Rider (the “Franchise Agreement”). This Rider is part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the CENTER that you will operate under the Franchise Agreement was made in the State of Illinois and the CENTER will be in Illinois, and/or (b) you are a resident of Illinois.~~

~~2. \_\_\_\_\_ The following language is added to the end of the Franchise Agreement:~~

~~The provisions of the Franchise Agreement concerning governing law, jurisdiction, venue and choice of law will not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act. However, a Franchise Agreement may~~

~~provide for arbitration outside of Illinois.~~

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

3. ~~No Waiver of Disclaimer of Reliance. 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 any 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 Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates noted below, to be effective as of the Effective Date.~~

~~FASTSIGNS INTERNATIONAL, INC.~~

~~By: \_\_\_\_\_ Name: \_\_ Title: . Date Signed: (Effective Date)~~

~~FRANCHISEE:~~

~~By: \_\_\_\_\_ Name: \_\_ Title: . Date Signed: .~~

~~ADDENDUM TO FASTSIGNS INTERNATIONAL, INC. FRANCHISE AGREEMENT  
FOR THE STATE OF MARYLAND~~

~~The FASTSIGNS International, Inc. Franchise Agreement~~

~~between~~

~~\_\_\_\_\_ (“Franchisee” or “You”) and FASTSIGNS International,  
Inc. (“Franchisor”) (the “Agreement”) shall be amended  
by the addition of the following language, which shall be  
considered an integral part of the Agreement as of the date  
signed by us and set forth opposite our signature on this  
Amendment (the “Effective Date”) (the “Amendment”):~~

~~MARYLAND LAW MODIFICATIONS~~

~~1. \_\_\_\_\_ The Maryland Securities Division requires that certain  
provisions contained in franchise documents be amended  
to be consistent with Maryland law, including the  
Maryland Franchise Registration and Disclosure Law. To  
the extent that this Agreement contains provisions that  
are inconsistent with the following, such provisions are  
hereby amended:~~

~~a. \_\_\_\_\_ Any representations requiring Franchisee to assent to a  
release, estoppels or waiver of any liability are not  
intended to nor shall they act as a release, estoppels or  
waiver of any liability incurred under the Maryland~~

~~Franchise and Disclosure Law.~~

~~b. Franchisee may bring an arbitration action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.~~

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

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

~~2. Pursuant to an order from the Maryland Office of the Attorney General, we have posted a surety bond and the surety bond is on file with the Maryland Securities Division.~~

~~3. Section 21 of the Agreement is hereby deleted in its entirety.~~

~~4. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, are satisfied with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements~~

are not met.

5. ~~No Waiver of Disclaimer of Reliance. 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 any 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 Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates noted below, to be effective as of the Effective Date.~~

~~FASTSIGNS INTERNATIONAL, INC.~~

~~By: \_\_\_\_\_ Name: \_\_ Title: . Date Signed: (Effective Date)~~

~~FRANCHISEE:~~

~~By: \_\_\_\_\_ Name: \_\_ Title: . Date Signed: .~~

~~ADDENDUM TO FASTSIGNS INTERNATIONAL, INC. DEVELOPMENT  
AGREEMENT~~

~~FOR THE STATE OF MARYLAND~~

~~The FASTSIGNS International, Inc. Development Agreement between \_\_\_\_\_~~

~~(“Developer” or “You”) and FASTSIGNS International, Inc. (“Franchisor”) (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement as of the date signed by us and set forth opposite our signature on this Amendment (the “Effective Date”) (the “Amendment”):~~

~~MARYLAND LAW MODIFICATIONS~~

~~1. \_\_\_\_\_ The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~a. \_\_\_\_\_ Any representations requiring Developer to assent to a release, estoppels or waiver of any liability are not intended to nor shall they act as a release, estoppels or waiver of any liability incurred under the Maryland~~

~~Franchise and Disclosure Law.~~

- ~~b. Developer may bring an arbitration action 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 three years after the grant of the franchise.~~
- ~~2. Pursuant to an order from the Maryland Office of the Attorney General, we have posted a surety bond and the surety bond is on file with the Maryland Securities Division.~~
- ~~3. The second paragraph of Section 9 of the Agreement is hereby deleted in its entirety.~~
- ~~4. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, are satisfied with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.~~
- ~~5. No Waiver of Disclaimer of Reliance. 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 any 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, Developer acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates noted below, to be effective as of the Effective Date.~~

~~FASTSIGNS INTERNATIONAL, INC.~~

~~By: \_\_\_\_\_ Name: \_\_ Title: . Date Signed: (Effective Date)~~

~~FRANCHISEE:~~

~~By: \_\_\_\_\_ Name: \_\_ Title: . Date Signed: .~~

**AMENDMENT TO FASTSIGNS INTERNATIONAL, INC. FRANCHISE AGREEMENT  
FOR THE STATE OF NEW YORK**

The FASTSIGNS International, Inc. Franchise Agreement between \_\_\_\_\_ (“Franchisee” or “You”) and FASTSIGNS International, Inc. (“Franchisor”) (“Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”) as of the date signed by us and set forth opposite our signature on this Amendment:

1. ~~**Background.**~~ We and you are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the CENTER that you will operate under the Franchise Agreement was made in the State of New York, and/or (b) you are a resident of New York and will operate the CENTER in New York.

2. ~~**Releases.**~~ The following language is added to the end of Sections 12.C(8) and 13.C of the Franchise Agreement:

However, that to the extent required by Article 33 of the General Business Law of the State of New York, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of GBL 687 and 687.5 are satisfied.

3. ~~**Transfer by Us.**~~ The following language is added to the end of Section 12.A of the Franchise Agreement:

However, to the extent required by applicable law, no assignment will be made except to an assignee that, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

4. ~~**Termination by You.**~~ The following language is added to the end of Section 12.B of the Franchise Agreement:

You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. ~~**Governing Law and Consent to Jurisdiction.**~~ The following language is added to the end of Sections 17.F and 17.G of the Franchise Agreement:

However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

6. ~~**Limitation of Claims.**~~ The following language is added to the end of Section 17.J of the Franchise Agreement:

However, to the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

~~7. **No Waiver of Disclaimer of Reliance.** 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 any 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 Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates noted below, to be effective as of the Effective Date.~~

FASTSIGNS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
(Effective Date)

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**AMENDMENT TO FASTSIGNS INTERNATIONAL, INC. FRANCHISE AGREEMENT**  
**FOR THE STATE OF NORTH DAKOTA**

The FASTSIGNS International, Inc. Franchise Agreement between \_\_\_\_\_ (“Franchisee” or “You”) and FASTSIGNS International, Inc. (“Franchisor”) (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement as of the date signed by us and set forth opposite our signature on this Amendment (the “Amendment”):

**NORTH DAKOTA LAW MODIFICATIONS**

~~1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchises Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

- ~~a. If the Franchisee is required in this Franchise Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under North Dakota Law, and such acknowledgments shall be void with respect to claims under the Law.~~
- ~~b. Covenants not to compete during the term of and upon termination or expiration of the Franchise Agreement are enforceable only under certain conditions according to North Dakota Law. If this Franchise Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.~~
- ~~c. If the Franchise Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under North Dakota Law.~~
- ~~d. If the Franchise Agreement requires that it be governed by a state’s law, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law will control.~~
- ~~e. If the Franchise Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.~~

- ~~f. If the Franchise Agreement requires payment of a termination penalty, the requirement may be unenforceable under North Dakota Law.~~
- ~~g. If required by the North Dakota Franchise Investment Law, Section 17.H of the Franchise Agreement, Dispute Resolution, shall be deleted in its entirety.~~
- ~~h. Section 17.J of the Franchise Agreement, Limitation of Claims, shall have the sentence “The statute of limitations under North Dakota law applies.” added to the end of the section as if it were an original part of the Franchise Agreement.~~

~~2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.~~

~~3. No Waiver of Disclaimer of Reliance. 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 any 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 Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates noted below, to be effective as of the Effective Date.~~

~~FASTSIGNS INTERNATIONAL, INC.~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
(Effective Date)~~

~~FRANCHISEE:~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_~~

**AMENDMENT TO FASTSIGNS INTERNATIONAL, INC. FRANCHISE AGREEMENT**  
**FOR THE STATE OF RHODE ISLAND**

The ~~FASTSIGNS International, Inc. Franchise Agreement~~ between ~~\_\_\_\_\_ (“Franchisee” or “You”) and FASTSIGNS International, Inc. (“Franchisor”) (the “Agreement”)~~ shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement as of the date signed by us and set forth opposite our signature on this Amendment (the “Amendment”):

**RHODE ISLAND LAW MODIFICATIONS**

~~1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1-19-28.1-~~

~~1. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

- ~~a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.~~
- ~~b. If this Agreement requires that it be governed by a state’s law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.~~

~~2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.~~

~~3. No Waiver of Disclaimer of Reliance. 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 any 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 Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on the dates noted below, to be effective as of the Effective Date.~~

~~FASTSIGNS INTERNATIONAL, INC.~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
(Effective Date)~~

~~FRANCHISEE:~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_~~

**AMENDMENT TO FASTSIGNS INTERNATIONAL, INC. FRANCHISE AGREEMENT  
FOR THE STATE OF WASHINGTON**

The ~~FASTSIGNS International, Inc. Franchise Agreement~~ between ~~\_\_\_\_\_ (“Franchisee” or “You”) and FASTSIGNS International, Inc. (“Franchisor”)~~ dated ~~(the “Agreement”)~~ shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement as of the date signed by us and set forth opposite our signature on this Amendment (“Amendment”):

1. ~~**Background.** We and you are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Rider (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the CENTER that you will operate under the Franchise Agreement will be in Washington; and/or (b) you are a resident of Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.~~

2. ~~**Addition of Paragraphs.** The following is added to the end of the Franchise Agreement:~~

~~In recognition of the requirements by the Washington Franchise Investment Protection Act and the Rules and Regulations promulgated thereunder (the “Act”), the Franchise Agreement shall be modified as follows:~~

~~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 is 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.~~

~~3. — Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.~~

~~4. — No Waiver of Disclaimer of Reliance. 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 any 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 Franchisee acknowledges that it has read, and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the dates noted below, to be effective as of the Effective Date.~~

~~FASTSIGNS INTERNATIONAL, INC.~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Date Signed: \_\_\_\_\_~~

~~(Effective Date)~~

~~FRANCHISEE:~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Date Signed: \_\_\_\_\_~~

~~**AMENDMENT TO FASTSIGNS INTERNATIONAL, INC. FRANCHISE AGREEMENT  
FOR USE IN CALIFORNIA, HAWAII, INDIANA, MICHIGAN, SOUTH DAKOTA,  
VIRGINIA AND WISCONSIN**~~

~~The FASTSIGNS International, Inc. Franchise Agreement between \_\_\_\_\_ (“Franchisee” or “You”) and FASTSIGNS International, Inc. (“Franchisor”) dated (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement as of the date signed by us and set forth opposite our signature on this Amendment (“Amendment”):~~

~~1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Amendment (the “Franchise Agreement”). This Amendment is part of the Franchise Agreement.~~

~~2. **No Waiver of Disclaimer of Reliance.** 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 any 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 Franchisee acknowledges that it has read, and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Franchise Agreement on the dates noted below, to be effective as of the Effective Date.~~

FASTSIGNS INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

(Effective Date)

FRANCHISEE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **EXHIBIT “M”**

### **State Minnesota Effective Dates**

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

The Franchise Disclosure Document Effective Date in Minnesota is:

~~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:~~

<b>State</b>	<b>Effective Date</b>
California	May 1, 2024
Hawaii	<del>Pending</del>
Illinois	May 1, 2024
Indiana	May 1, 2024
Maryland	<del>May 8, 2024</del>
Michigan	May 1, 2024
Minnesota	<del>Pending</del>
New York	May 1, 2024
North Dakota	<del>Pending</del>
Rhode Island	<del>Pending</del>
South Dakota	<del>Pending</del>
Virginia	<del>Pending</del>
Washington	<del>Pending</del>
Wisconsin	May 1, 2024

~~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.~~

**ITEM 23 – RECEIPT (YOUR COPY)**

This Franchise Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If FASTSIGNS offers you a franchise, we must provide this Franchise Disclosure Document to you 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.

New York and Rhode Island require that we give this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before signing a binding agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Franchise Disclosure Document at least 10 business days before signing a binding agreement or the payment of any consideration, whichever occurs first.

If FASTSIGNS does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement, or 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 identified on Exhibit “A”.

The name, principal business address and telephone number of each franchise seller offering the franchise: Mark Jameson, Scott Krupa and \_\_\_\_\_, FASTSIGNS International, Inc., 2542 Highlander Way, Carrollton, Texas 75006, (214) 346-5600.

Date of Issuance: May 1, 2024

See Exhibit A for our registered agents authorized to receive service of process. I have received a Franchise Disclosure Document effective in Minnesota as of dated May-\_\_\_\_-1, 2024, that included the following Exhibits:

- |                                                        |                                                                                              |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Exhibit A State Agencies/Agents for Service of Process | Exhibit H-2 Former Franchisees                                                               |
| Exhibit B Franchise Agreement                          | Exhibit H-3 Franchisees that resold their centers                                            |
| Exhibit C Co-Brand Franchise Agreement                 | Exhibit I Table of Contents for Operations Manual                                            |
| Exhibit D Development Agreement                        | Exhibit J General Release                                                                    |
| Exhibit E Conversion Addendum                          | Exhibit K Conversion/Co-Brand Promissory Note (Direct Financing)                             |
| Exhibit F Franchise Fee Acknowledgment                 | Exhibit L State Disclosure <del>Addenda</del> <u>Addendum</u> and Franchise Agreement Riders |
| Exhibit G Financial Statements                         | Exhibit M State Effective Dates                                                              |
| Exhibit G-1 Guaranty of Performance                    | Exhibit N Receipts                                                                           |
| Exhibit H Franchisees as of 12/31/2023                 |                                                                                              |
| Exhibit H-1 Centers not yet opened as of 12/31/2023    |                                                                                              |

Dated: _____	_____	_____
	Signature	Printed Name
Dated: _____	_____	_____
	Signature	Printed Name

**ITEM 23 – RECEIPT (OUR COPY)**

This Franchise Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If FASTSIGNS offers you a franchise, we must provide this Franchise Disclosure Document to you 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.

New York and Rhode Island require that we give this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before signing a binding agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Franchise Disclosure Document at least 10 business days before signing a binding agreement or the payment of any consideration, whichever occurs first.

If FASTSIGNS does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement, or 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 listed on Exhibit “A”.

The name, principal business address and telephone number of each franchise seller offering the franchise: Mark Jameson, Scott Krupa, and \_\_\_\_\_, FASTSIGNS International, Inc., 2542 Highlander Way, Carrollton, Texas 75006, (214) 346-5600.

Date of Issuance: May 1, 2024

See Exhibit “A” for our registered agents authorized to receive service of process. I have received a Franchise Disclosure Document effective in Minnesota as of dated May-1, 2024, that included the following Exhibits:

- |                                                        |                                                                                              |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Exhibit A State Agencies/Agents for Service of Process | Exhibit H-2 Former Franchisees                                                               |
| Exhibit B Franchise Agreement                          | Exhibit H-3 Franchisees that resold their centers                                            |
| Exhibit C Co-Brand Franchise Agreement                 | Exhibit I Table of Contents for Operations Manual                                            |
| Exhibit D Development Agreement                        | Exhibit J General Release                                                                    |
| Exhibit E Conversion Addendum                          | Exhibit K Conversion/Co-Brand Promissory Note (Direct Financing)                             |
| Exhibit F Franchise Fee Acknowledgment                 | Exhibit L State Disclosure <del>Addenda</del> <u>Addendum</u> and Franchise Agreement Riders |
| Exhibit G Financial Statements                         |                                                                                              |
| Exhibit G-1 Guaranty of Performance                    | Exhibit M State Effective Dates                                                              |
| Exhibit H Franchisees as of 12/31/2023                 | Exhibit N Receipts                                                                           |
| Exhibit H-1 Centers not yet opened as of 12/31/2023    |                                                                                              |

Dated: \_\_\_\_\_ Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Dated: \_\_\_\_\_ Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Please sign this copy of the receipt, date your signature, and return it to the Vice President of Franchise