

FRANCHISE DISCLOSURE DOCUMENT

AR WORKSHOP FRANCHISING, LLC
South Carolina limited liability company

315 Main Street, Suite AA
Pineville, NC 28134
(919) 824-8609
corporate@arworkshop.com
www.arworkshop.com



The Franchisee will own and operate a boutique do-it-yourself (“DIY”) creative workshop (“Workshop”) offering hands-on classes and DIY-to-Go Kits to create customizable home decor pieces out of raw materials including wood, canvas and other media. Wine and beer may be sold or brought on a bring-your-own beverage (“BYOB”) basis by customers of your workshop. The boutique section of the Workshop features curated retail items and gifts for sale. Franchisor, AR WORKSHOP FRANCHISING, LLC, provides services to Franchisees including assistance with training, operations, staffing, advertising and marketing, purchasing and promotional techniques.

The total investment necessary to begin operation of an AR WORKSHOP franchise is between \$94,342,134,312 and \$174,208,229,708. This includes between \$29,574,32,574 and \$35,754,40,754 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, 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 availability of disclosures in different formats, contact the Franchise Administration Department of AR WORKSHOP FRANCHISING, LLC at 315 Main Street, Suite AA, Pineville, NC 28134 and (919) 824-8609.

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

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

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

Issuance Date: April ~~7~~18, 2023, as amended ~~October 24, 2023~~2024

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit B.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only AR WORKSHOP business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an AR WORKSHOP franchisee?	Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit E.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in North Carolina. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in North Carolina than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE
MICHIGAN FRANCHISE INVESTMENT LAW

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 be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(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.

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL. Any questions regarding the notice should be delivered to the Department of the Attorney General, Department of Licensing and Regulatory Affairs, Corporations, Securities and Commercial Licensing Bureau, 2501 Woodlake Circle, Okemos, MI 48864, Telephone: (517) 241-6470.

TABLE OF CONTENTS

ITEM		PAGE
ITEM 1.	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
ITEM 2.	BUSINESS EXPERIENCE.....	3
ITEM 3.	LITIGATION	4
ITEM 4.	BANKRUPTCY.....	4
ITEM 5.	INITIAL FRANCHISE FEE	4
ITEM 6.	OTHER FEES	6
ITEM 7.	ESTIMATED INITIAL INVESTMENT	15
ITEM 8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	19
ITEM 9.	FRANCHISEE'S OBLIGATIONS	23
ITEM 10.	FINANCING	24
ITEM 11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	24
ITEM 12.	TERRITORY	34
ITEM 13.	TRADEMARKS	36
ITEM 14.	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.....	38
ITEM 15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	39
ITEM 16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	40
ITEM 17.	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	41
ITEM 18.	PUBLIC FIGURES	46
ITEM 19.	FINANCIAL PERFORMANCE REPRESENTATIONS.....	46
ITEM 20.	OUTLETS AND FRANCHISEE INFORMATION	48
ITEM 21.	FINANCIAL STATEMENTS	<u>5554</u>
ITEM 22.	CONTRACTS.....	55
ITEM 23.	RECEIPT.....	55

EXHIBITS

Exhibit A AR WORKSHOP FRANCHISE AGREEMENT with Attachment 1 (Franchise Rider), Attachment 2 (Lease Rider), Attachment 3 (Guaranty), Attachment 44A (Nondisclosure and Noncompetition Agreement), Attachment 4B (Nondisclosure and Non-Solicitation Agreement), Attachment 5 (Telephone Listing and Internet Authorization Agreement), Attachment 6 (Internet, Social Media, and Telephone Assignment)

Exhibit BB1 LISTING OF CURRENT FRANCHISEES ~~and~~

Exhibit B2 CERTAIN PAST FRANCHISEES

Exhibit C FINANCIAL STATEMENTS

Exhibit D STATE SPECIFIC INFORMATION

Exhibit E FEDERAL AND STATE REGULATORS/AGENTS FOR SERVICE OF PROCESS

Exhibit F GENERAL RELEASE AGREEMENT

Exhibit G AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER

Exhibit H FIRST ADDENDUM TO RENEWAL FRANCHISE AGREEMENT

Exhibit I ACCOUNTANT AUTHORIZATION

Exhibit J SBA ADDENDUM

Exhibit K ACH/EFT TRANSFER AGREEMENT

Exhibit L RECEIPT

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

THE FRANCHISOR

To simplify the language in this Disclosure Document, “we,” “ANDERS RUFF,” or “us” means AR WORKSHOP FRANCHISING, LLC. “You” means the person or company that buys the franchise, including, if any, such company’s owners, partners, members, shareholders, and guarantors. We are a South Carolina limited liability company, organized under the name “AR WORKSHOP FRANCHISING, LLC” on May 2, 2017. We do business and intend to do business under the names ANDERS RUFF and AR WORKSHOP. Our principal business address is 315 Main Street, Suite AA, Pineville, North Carolina 28134. Use of the term “affiliate” means an entity’s subsidiary or parent and an entity controlled by, controlling, or under common control with, another entity. Our registered agent is Maggie Peeler, 2025 Ebenezer Road, Suite M2, Rock Hill, South Carolina 29732.

Our sole business since inception is selling AR WORKSHOP franchises and providing training and other services to AR WORKSHOP franchisees. We have no other business activities other than those listed in Item 1. We do not operate a business of the type being franchised. Our affiliate and predecessor, ANDERS RUFF, LLC, has licensed AR WORKSHOPS in the past, as described in more detail below, but no longer offers those licenses. We own the trademarks we license to you for your use in your AR WORKSHOP.

~~Exhibit E lists~~ Exhibit E identifies the names and addresses of our agent ~~agents~~ for service of process in your state ~~certain states that require we appoint them upon our registration there.~~

PARENTS, PREDECESSORS, AND AFFILIATES

We have no parents. Our predecessor ANDERS RUFF, LLC is a North Carolina limited liability company that was organized on January 11, 2016 and has a principal business address at 315 Main Street, Suite AA, Pineville, North Carolina 28134. ANDERS RUFF, LLC previously owned the trademarks used by us but assigned those trademarks and the System to us. ANDERS RUFF, LLC licensed to third parties the right to operate AR WORKSHOP businesses in 2016 and 2017 through a legacy license program no longer in existence. ANDERS RUFF, LLC operates no business of the type being franchised and has never offered for sale any franchises of any other kind.

Our affiliate, AR WORKSHOP PINEVILLE, LLC (“AR PINEVILLE”), a North Carolina limited liability company, was organized on March 3, 2016 and has its principal business address at 322 Main Street, Pineville, NC 28134. Since its inception, AR PINEVILLE has operated one business of the type being franchised at its principal business address in Pineville, North Carolina. AR PINEVILLE operates no other businesses and has never offered for sale any franchises of any kind.

Our affiliate, ANDERS RUFF CUSTOM DESIGNS, LLC, a South Carolina limited liability company (“CUSTOM DESIGNS”), was originally organized on September 7, 2010, was dissolved, and, in its current form was organized on August 20, 2015. Since February 2010, CUSTOM DESIGNS has operated an ecommerce website offering customized printable invitations, décor, printables and party accessories. CUSTOM DESIGNS does not operate a business of the type being franchised. CUSTOM DESIGNS does not now and has not in the past offered AR WORKSHOP franchises. CUSTOM DESIGNS has never conducted any other type of business nor offered franchises in any other type of business.

THE FRANCHISE OFFERED

As an AR WORKSHOP Franchisee, you will own and operate a boutique DIY creative Workshop offering hands-on classes to create customizable home decor pieces out of raw materials including wood, canvas and other media. Instructor-led classes offer step-by-step instruction of creative art techniques in a lounge style, inspiring atmosphere with wine and beer offered for sale or brought by customers on a BYOB basis. A retail boutique section of the Workshops feature curated displays of on-trend home decor, accessories, jewelry and other retail items for sale to customers. AR WORKSHOP also offers virtual DIY classes and parties, DIY-to-Go take home craft kits for adults and youth, ART of DIY youth educational art series and youth ARt camps. A curated selection of retail offerings are available in the shop. Customers may also order finished home decor pieces from the franchisee's Subpage of our website.

Our franchises are characterized by a unique concept and system that includes copyrighted artwork and designs and an integrated website that streamlines registration and payment processing. In addition, AR WORKSHOP locations feature a distinctive interior décor scheme and a detail oriented design plan. The interiors include eye-catching and custom functional furnishings and fixtures throughout the Workshop that were designed with repurposing in mind and which wholly encompass the values and mission of being truly DIY. Our model provides standards, specifications, instructions, resources and procedures for operations training and assistance, advertising and promotional programs, and creative art technique instruction, all of which we may improve, amend, and further develop from time to time. The typical Workshop franchise is operated in leased space (freestanding or otherwise) located in the commercial areas of neighborhoods or more densely populated commercial areas.

Art instruction as entertainment is a growing industry. You will compete with other franchisees, art studios, workshops and other institutions offering art classes or DIY décor sessions with the same, similar or different concepts, as well as other businesses in the entertainment industry. These include national and regional chains—as well as local operations.

There are no regulations known to us specific to the operation of an instructional DIY workshop. However, state and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of businesses in general, including those that (a) establish general standards, specifications, and requirements for the construction, design, and maintenance of the Workshop's premises; (b) regulate matters affecting the health, safety, and welfare of your customers, such as restrictions on smoking and availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) regulate the proper use, storage, and disposal of waste, paints, insecticides, and other hazardous materials; (f) govern labor practices for your employees; (g) regulate the operation of facilities who provide services to children; and (h) regulate the implementation of the Affordable Care Act. Many state and local authorities also regulate the sale of alcoholic beverages, and your Workshop must be licensed for such sale if you sell alcoholic beverages to your customers. Even if you do not sell alcohol at your Workshop, state and/or local authorities may regulate the consumption of alcohol brought to your premises by customers, and you should investigate any such regulations in your geographic area to ensure compliance with those regulations, if any, prior to purchasing your franchise or commencing operation of your franchised business. The Americans with Disabilities Act also may apply to the operation of your Workshop. You may employ salaried help and/or independent contractors and will be required to observe general employment laws and regulations. You should investigate whether there are regulations

and requirements that may apply to the geographic area in which you are interested in locating your franchise and should consider both the effect and cost of compliance.

We are not currently engaged in any other business activities and have never offered franchises in any other line of business.

ITEM 2. BUSINESS EXPERIENCE

Name	Position	Principal Occupation During the Past 5 Years
Maureen Anders	Co-Founder, Chief Executive Officer, and Designer/Stylist	Since our inception, Ms. Anders has been our owner, co-founder, Chief Executive Officer, and Designer/Stylist. Ms. Anders was also our creative director from May 2017 to September 2018. From October 2018 to November 2021, Ms. Anders was the owner, founder, and creative director of our affiliate AR Workshop Waxhaw, LLC operating in Waxhaw, North Carolina. From November 2017 to April 2020, Ms. Anders was the owner, founder, and creative director of our affiliate’s AR Workshop Charlotte, LLC operating in Charlotte, North Carolina. From May 2017 to December 2019, Ms. Anders was the owner, founder, and creative director of our affiliate AR Workshop Belmont operating in Belmont, North Carolina. Ms. Anders has served as our affiliate Anders Ruff, LLC’s owner, founder and creative director since January 2016. Since June of 2016 to the present, Ms. Anders has been the owner, founder and creative director of our affiliate, AR Workshop Pineville, LLC operating in Pineville, North Carolina. Since February of 2010, Ms. Anders has been the owner, founder and creative director of our affiliate, Anders Ruff Customs Designs, LLC in Fort Mill, South Carolina.
Adria Ruff	Co-Founder and Creative Director	Adria Ruff is our co-founder and has been our Creative Director since September 2018. Ms. Ruff is co-founder of Anders Ruff Custom Designs, LLC and since 2010 has been its lead designer and stylist. From <u>Since</u> January 2016 to September 2018 , Ms. Ruff was our lead designer and merchandising manager and, since January 2016, has been the lead designer and the merchandising manager of Anders Ruff, LLC.
Kellie Smith	IT and Operations Manager	Since December of 2019, Ms. Smith has served as our IT and Operations Manager. From February 2018 to December 2019, Ms. Smith worked as the Manager of our affiliate’s AR Workshop location in Charlotte, North Carolina, and from January 2014 to January 2018, she worked as an Event Coordinator for Dilworth Neighborhood Grille in Charlotte, North Carolina.

Name	Position	Principal Occupation During the Past 5 Years
Elizabeth Martel	Vice President Marketing Communications	Elizabeth Martel has served as our Vice President Marketing Communications since May 2022. From September 2018 to May 2022, Ms. Martel served as our Vice President and Regional Manager. Ms. Martel served as our Director of Workshop Facilitation and Operations from February 2017 to September 2018. From February 2017 to the present, she has also been the Manager of the flagship location at AR Workshop Pineville in Pineville, NC. Since May 2012, she has been a Graphic Designer and Customer Service Manager in an independent contractor capacity to Anders Ruff Custom Designs, LLC.
Joanna Rapuzzi	Director of Franchise Development	Joanna Rapuzzi has served as our Director of Franchise Development since July 2023. From February 2017 to September 2023 she was the owner and operator of an AR Workshop franchise in Westfield, New Jersey. Ms. Rapuzzi also had ownership in and was an operator of the Port Washington, New York AR Workshop location from December 2017 to February 2021 and the Red Bank, New Jersey location from June 2018 to February 2020.
<u>Ryann Fairweather</u>	<u>Vice President of Operations</u>	<u>Ryann Fairweather has served as our Vice President of Operations since March 2023. From January 2020 to February 2023, she served as an independent contractor of Franchisee Operations & Support located in Pineville, NC. From June 2017 to February 2023, Ms. Fairweather owned and operated an AR Workshop located in Belmont, NC.</u>

ITEM 3. LITIGATION

In re: Franchise No Poaching Provisions (AR Workshop Franchising, LLC) (King County Superior Court, State of Washington, Case No. 19-2-32908-4). We received a Civil Investigative Demand from the Washington Attorney General dated August 16, 2019 to produce documents and respond to questions about our inclusion of “no-poach” provisions in our franchise agreement which restrict our franchisees’ ability to hire or solicit employees of ours or of our franchisees. The Washington Attorney General asserted that these provisions constitute a contract, combination, or conspiracy in restraint of trade in violation of the Washington Consumer Protection Act, RCW 19.86.020 and .030, and 15 U.S.C. § 1, and we deny such assertion. Nevertheless, we entered into an Assurance of Discontinuance (the “AOD”) with the Washington Attorney General. We agreed not to include the no-poach provisions in our future franchise agreements, not to enforce the no-poach provisions of our current franchise agreements, and to notify our current franchisees of the AOD. The State of Washington and Washington Attorney General agreed not to file suit or take any further investigative or enforcement action against Us with respect to the no-poach provisions. On December 13, 2019, the King County Superior Court, State of Washington, approved the AOD and closed this matter.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FRANCHISE FEE

The current initial franchise fee for a Workshop franchise is ~~\$30,000~~\$35,000 for a mutually agreed upon territory. If we grant you the right to open an additional Workshop, the initial fee for your second Workshop is ~~\$25,000~~\$28,000 for a mutually agreed upon territory. The entire initial franchise fee is due when you sign the Franchise Agreement.

We participate in the International Franchise Association's VetFran Program, which generally provides discounts on initial franchise fees to veterans of the U.S. Armed Forces who otherwise meet the program's requirements. First-time purchasers of franchises who are veterans of the U.S. Armed Forces are eligible to receive a 10% discount on the initial franchise fee for their first store and a 20% discount on the initial franchise fee for their second store. To qualify for the discount, the veteran must own at least a 50% interest in the franchise. "Veteran" means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense. It is the veteran's responsibility to send us the required documents in order to obtain the VetFran discount.

If your Operations Principal or manager fails our initial training, we have the right to terminate your Franchise Agreement. If we terminate the Franchise Agreement prior to your opening because your Operations Principal or manager fails the initial training, we may refund to you \$10,000. We have the sole right and discretion to determine if the trainee successfully completes or fails the training.

We also have a current policy of refunding 50% of the initial franchise fee if, during the first 6 months after you sign your Franchise Agreement you present to us a physical location for your Workshop that we do not ~~approve~~accept and we cannot locate a suitable location for your Workshop and we mutually agree to terminate the Franchise Agreement. We will retain the balance of the initial franchise fee to cover our expenses. This refund policy is limited in scope and does not apply if, among other situations, you do not present a physical location to us or if we locate another site that meets our specifications, and you refuse to develop the site. We can rescind these refund policies at any time for any reason or no reason.

In addition to the initial franchise fee, you must pay us prior to opening \$610 for your email accounts and social management tools, and you must pay us or our affiliate about \$1,964 to \$2,144 for your business cards, brochures, and other printed materials. Before you open for business, you must also pay us or our affiliate a Marketing Launch Fee of \$2,000 to \$3,000 for our approved vendor's assistance with your social media and other marketing.

All of the fees described in this Item are each payable in lump sum and are non-refundable, except as specifically described in this Item.

In ~~2022~~2023, all fees disclosed in Item 5 were uniformly applied.

Subject to state law, we may pay a referral fee of \$500 to the first of our franchisees that introduces a new prospective franchisee to us who is not associated with AR WORKSHOP and is identified to us as referred by the franchisee on their initial application if: (a) we approve the new prospect, (b) we and the prospect sign a Franchise Agreement within 6 months after the referral is made, and (c) the prospective franchisee pays us the full initial franchise fee applicable to that franchisee and timely opens its store for operation. If we pay the referral fee, we will do so after the referred prospective franchisee's Franchise Agreement is fully signed, the initial franchise fee is fully paid, and the franchisee's store is open for operation. You must be in full

compliance with all Franchise Agreements between you and us in order to receive a referral fee. We reserve the right to terminate, cancel, or modify such referral program at any time.

ITEM 6. OTHER FEES

Name of Fee¹	Amount	Due Date	Remarks
Royalty	The greater of 6% of Monthly Gross Sales or \$500/month	You must submit your sales reports to us by the 5 th of each month. The royalties will be electronically drafted from your bank account in one installment each month on the 7 th .	See Section 3 of the Franchise Agreement. "Monthly Gross Sales" are defined at Attachment 1 to the Franchise Agreement. (See Note 2.) You must pay us 6% of Monthly Gross Sales as soon as you begin collecting payments from customers (regardless of whether you have opened your Workshop). The \$500 minimum does not apply until the 6th month after the signing of your Franchise Agreement.
Local or Regional Cooperative Fees	Currently not collected; No cooperative currently established	When designated by cooperative.	See Note 3.
Brand Fund Fee	Currently a minimum of the greater of 1% of monthly gross sales or \$200/month, subject to increase to the greater of 2% of monthly gross sales or \$200/month.	Payment made by debit or check to us or by electronic funds transfer ("EFT") on the 7 th of each month, as we designate.	See Note 4.
Minimum Local Advertising Spend	\$450/month	As incurred/monthly	See Note 5.
Marketing Software Fee	\$420 per calendar year (if you sign the Franchise Agreement after June 30, you will pay only \$250 for the remainder of the calendar year)	Within 30 days after opening of your Workshop; annually thereafter	See Note 6.

Name of Fee ¹	Amount	Due Date	Remarks
Retreat Fee	Varies	As incurred	You must attend our retreat and pay us the Retreat Fee. The Retreat is typically held about every 18-24 months and we can schedule it in our sole discretion. Our 2023 Retreat Fee was \$375, but we anticipate that this fee will vary from year to year. You must pay for your own travel, lodging, and food to attend the annual retreat to the extent that the Retreat Fee does not cover those expenses. You will be charged this fee whether you attend the annual retreat or not.
Renewal Fee	\$5,000	Upon signing of new franchise agreement.	See Note 7.
Transfer Fee	<p>Greater of 50% of then-current initial franchise fee or \$15,000 to transfer to a new AR WORKSHOP owner</p> <p>Greater of 25% of then-current initial franchise fee or \$7,500 to transfer to existing owner in good standing</p> <p>\$2,000 for intercompany transfers of ownership that result in no change of the controlling owner</p>	Deposit due upon notification of proposed transfer. Transfer fee will be applied when we approve franchise transfer.	See Note 8.

Name of Fee¹	Amount	Due Date	Remarks
Finder's Fee	\$5,000	When we approve franchise transfer.	If we introduce you to a prospective buyer of your business (or to a prospective buyer who applied to be a franchisee prior to any communications with you) and you sell your business to that buyer, then you must pay us a Finder's Fee in addition to the Transfer Fee. We are not obligated to assist you with the sale of your business or to introduce any prospective buyers to you.
Relocation Fee	\$2,000	When we approve your relocation.	We are not obligated to allow you to relocate your business. If we do allow you to relocate your business, you must pay us \$2,000.
Audit Fee	The cost of audit.	At once if audit shows 2% or greater underpayment.	See Note 9.
Technology Fee	\$135 per month	Electronically drafted from your bank account by the 7 th of each month with your royalty payment.	See Note 10.
Late Fee	\$100	As incurred.	If you fail to submit your gross sales report when it is due or if you fail to timely pay the Royalty, Technology Fee, Brand Fund Fee, or any other required fee, we have the right to charge you a \$100 late fee.
Collection and Interest Charges	18% or highest lawful rate if lower.	Immediately if payments not made when due.	See Note 11.

Name of Fee ¹	Amount	Due Date	Remarks
Initial Training	<p>Initial franchise fee includes pre-opening training for up to 2 people, provided they are trained in a single session.</p> <p>At your option, additional persons can attend training for a fee of \$250 per person per day plus out of pocket expenses for travel and lodging.</p>	<p>On signing of Franchise Agreement for the training of up to 2 people. For extra people not attending pre-opening training, payment is due before training class commences.</p>	<p>See Note 12.</p>
Optional Post-Opening Additional Training	<p>At a rate as set by us in our <u>ManualsBrand Standards Manual</u>.</p>	<p>30-day notice of additional training with payment due before training class begins.</p>	<p>See Note 13.</p>
Unapproved Advertising Fines	<p>1st infraction: \$250 2nd infraction: \$500 3rd infraction: \$1,000</p>	<p>Upon notice of infraction. May be collected by debit, check, or EFT, as we designate.</p>	<p>We must approve your advertising. We may charge you these advertising fines if you use any advertising materials or techniques without following the procedures outlined in the Franchise Agreement and Manuals. Any fine is in addition to other remedies under Franchise Agreement.</p>
New Supplier/Product Evaluation Fee	<p>Cost</p>	<p>On Demand</p>	<p>If you request our approval of an unapproved product, service, or supplier, we may require you to pay all fees and costs incurred by us to obtain the necessary information and evaluate suppliers prior to giving approval for new suppliers and products. We currently do not require this payment before approving your sale of retail items or use of most supplies, but we may change this policy in the future.</p>

Name of Fee¹	Amount	Due Date	Remarks
Hold Harmless	If any, will depend on unknown factors.	Defense cost when suit occurs. Indemnification when payment required.	See Note 14.
Attorney's Fees and Costs, and Arbitration	Depends on what we spend.	When court or arbitrator orders, if we win.	See Note 15.
Insurance Premium Reimbursement	Varies according to plan and provider.	Reimbursement to us due immediately on notice.	See Note 16.
Enforcement Costs	Will vary.	As incurred.	You must pay our costs of enforcement (including attorneys' fees and costs) if you do not comply with the Franchise Agreement. If we see no action on issues that tarnish our brand image or otherwise breach the Franchise Agreement, we reserve the right to engage our own lawyers at your expense to work on compliance. We may collect reimbursement from you by EFT for their fees.
Fines	Up to \$1,000 per infraction	Upon notice of infraction. We may collect by EFT.	See Note 17.
Insufficient Funds	\$50 plus any fee charged to us for uncollected funds	Upon notice	See Note 18.
Failure to attend required training/convention	Increase royalty up to 1% for balance of calendar year	Upon notice of infraction. We may collect by EFT.	See Note 19.
Giveaways and promotions	Will vary.	As incurred.	See Note 20.
Quality Control Review Services	Our costs	As incurred.	If we hire a secret shopper to visit your store or implement other customer satisfaction verification programs, and we find that you are noncompliant with the Franchise Agreement, you must reimburse our costs.

Name of Fee¹	Amount	Due Date	Remarks
Gift Card Liability	Will vary.	As incurred.	If you purchase an AR WORKSHOP from an existing owner, you must assume the prior owner's gift card liability and honor all outstanding but unredeemed gift cards that were issued by that location and/or the prior owner.
Good and Services	Will vary.	As incurred.	We and our affiliates may be an approved or exclusive supplier of goods and services you are required to purchase. These goods and services can change from time to time. You will pay our or our affiliates' then-current rates for such goods and services.
Continued Operation After Expiration	Greater of \$1,000 per month or 150% of Royalties per month due for the same week for every week of month-to-month operations after termination or expiration of Franchise Agreement	As incurred.	This is applicable only if you continue to operate as an AR WORKSHOP Franchisee after the termination or expiration of the Franchise Agreement. This fee in no way limits our right to obtain other damages we may recover against you under the Franchise Agreement.
Refurbishing Fee	Depends on what we spend plus administrative fee of 15% of total aggregate expenses	Upon notice.	Applicable if you fail to refurbish and we must step in to complete the necessary refurbishment.
Third Party Supplier Charges	Your share of any charges billed to us on behalf of your business.	As incurred.	Sometimes it may be in the best interest of the AR WORKSHOP brand for suppliers to bill us a system-wide charge for a product or service. We will then divide the invoice among our franchisees and charge you for your share.

Name of Fee ¹	Amount	Due Date	Remarks
<u>Early Termination Damages</u>	<u>Our damages, costs, and expenses.</u>	<u>As incurred.</u>	<u>If the Franchise Agreement is terminated early, we have the right to seek damages from you.</u>
Data Inspections and Reimbursement	Varies.	Upon demand.	If you repeatedly violate the required data privacy and security obligations under the Franchise Agreement, we reserve the right to charge you our costs and expenses to inspect your business. Additionally, you are responsible for our costs and expenses that arise from your non-compliance or a security breach caused by you or your personnel.

Note 1: All fees and expenses described in this Item are non-refundable and, unless otherwise indicated, are imposed uniformly by, and are payable to, us. Unless we have noted differently, we may increase these amounts based upon changes in market conditions, inflation, our cost of providing services and future policy changes, but we have no present plans to increase any fees. In ~~2022~~2023, some franchisees who previously converted from licensees were not required to make contributions to the Brand Fund or pay the Technology Fee, and some of those franchisees did not pay royalties on purchases of jewelry because their previous license agreements did not require these payments. Additionally, in 2023, we waived minimum amounts for certain franchisees in connection with special circumstances. During our last fiscal year, except as otherwise noted, all fees in this Item 6 were uniformly applied to all franchisees.

Note 2: “Gross Sales” means the total of gross revenue that you derive from the operation of the Workshop, including, but not limited to, revenue from services rendered by the Workshop and from the sale of products, whether from sales for cash or credit and regardless of the collection thereof. Gross Sales is your business’s “top-line” revenue and is determined before you pay any royalties, fees, or expenses to us or a third-party. Gross Sales does not include sales taxes or gift card redemptions. Royalties on gift cards or certificates are assessed when the gift card or certificate is sold. If group buying services are used, royalty is due 3 business days from receipt of the check. In the event you use a group buying service such as Groupon or Living Social, Gross Sales shall include the total gross amount paid by the customer, whether or not such amount is ultimately paid to you or the group buying service.

Note 3: Currently you are not required to participate in a purchasing or distribution cooperative. However, we have the right to require you to participate in a local or regional advertising purchasing cooperative in the future. There is no maximum or minimum fee that can or will be imposed by a cooperative. All franchised, company-owned, and affiliate-owned Workshops will have 1 vote each in any cooperative in which we require you to participate.

Note 4: We have established a Brand Fund (“Brand Fund”) to pay for the creation of national, regional, and local content as we see fit. You will be responsible for implementing any advertising programs or placing any content we create, at your own expense. The current contribution is the greater of 1% of monthly Gross Sales or \$200 per month. The Brand Fund contribution may be raised by the majority vote of the franchisees, but not to exceed the greater of 2% of your monthly Gross Sales. We may at our sole discretion defer Brand Fund contributions for you or another franchisee for a period of time we deem appropriate at the outset of yours or their Workshop. With any Brand Fund contributions, we have the sole discretion how and where the money is spent to create materials you will use to promote, enhance, or further the growth of the system. We do not collect this fee until you begin earning revenue. See Item 11 for more information regarding the Brand Fund and your contributions to the Brand Fund.

Note 5: We require you to spend at least \$450 per month on local advertising. We may require you to use the \$450 per month in a specified manner, and with specified vendors. While we do not currently do so, we have the right to require you to pay us or our affiliates the \$450 to provide you with, or contract other vendors to provide you with, local advertising services. You may spend more than \$450 per month on local advertising, provided all local advertising conforms to our brand standards. We may encourage you to spend more than \$450 per month depending on your market, particularly if you are in a larger or more competitive market.

Note 6: We require you to pay to us an annual Marketing Software Fee. The Marketing Software Fee is currently \$420 per year, but we have the right to charge more if the cost of providing the service to you increases. We currently use the Marketing Software Fee to provide you, through our approved supplier, with social media management tools. However, as technology evolves, we may, as we deem best for the System, use this Marketing Software Fee for another technological marketing tool. We currently collect this fee on behalf of our franchisees but may in the future require you to pay this fee directly to our preferred vendor.

Note 7: The initial term of the Franchise Agreement is 10 years. Upon expiration of the initial term, you will have the right to be granted 1 renewal term of 5 years if you are in good standing, you exercise your option to renew in the time specified in the Franchise Agreement, you agree to the terms of the Franchise Agreement then being offered, you make required upgrades to your Workshop, you secure a sufficiently long lease term, you sign a release, you pay us your renewal fee of \$5,000 in immediately available funds, and you otherwise comply with all requirements in Section 2 of your Franchise Agreement.

Note 8: You may transfer your share in Franchisee, substantially all of the Franchisee’s assets, or Franchisee’s rights and interests, only in accordance with Section 13 of the Franchise Agreement. We must approve of your transfer before you transfer your interests or rights. The transfer fee must be deposited with us on a non-refundable basis upon notification to us of a proposed transfer and prior to our undertaking any review, drafting of documents, training, or other activities. This fee will be non-refundable in the event we approve the transfer. If we do not approve your transfer, we will return the transfer fee to you minus our expenses incurred (including legal fees) for review and consideration of the transfer. You must give us at least 90 days’ notice of any transfer. See Section 13 of your Franchise Agreement for more information regarding the transfer requirements and fee.

Note 9: We have the right, at any time, to examine, copy, and remove from your Workshop for examination your Workshop’s books, records, and tax returns. We also have the right to have an independent audit made of the Workshop books, records, and accounts. If our (or our designated agent’s) inspection or audit reveals that you underpaid us, you must immediately pay to us the

amount you owe us. We will pay for the cost of the audit if the understatement is by less than 2%. If the understatement is 2% or more, you must reimburse us for the expenses we incurred in conducting the audit, including accounting and legal fees. You must also pay the underpayment, if any.

Note 10: The Technology Fee supports the storage, hosting, support and management of our shared digital assets and files, maintenance of the function, design and ongoing development of our website, including IT training and costs associated with that support, as well as the search engine optimization of the website and the intranet web portal. The website allows you to attract new customers, perform scheduling and payment functions, and access new designs, projects, and reports.

Note 11: If you fail to timely pay us Continuing Royalties or any other fee you owe us under the Franchise Agreement, we have the right to collect interest on your late payments at an interest rate equal to the lower of 18% or the maximum interest rate allowed by law. This charge is in addition to other remedies such as the late fee.

Note 12: We offer you an initial training program. The Workshop must be managed by a person approved by us, who has completed to our satisfaction, or based on experience been relieved of, our training program. Your initial franchise fee includes the cost of training for your Operations Principal and one additional staff member. If we approve your franchise to operate with a general manager other than an Operations Principal, your general manager must successfully complete the training program, unless we waive this requirement with respect to him or her, before we will authorize you to open your Workshop. You must pay for the travel, living, and, if applicable, salary expenses incurred by all attendees. See Item 11 for more information regarding the initial training.

Note 13: If you request additional training for you, your owners, your Operational Principal, your manager(s), or other staff, you will pay us our then-current additional training fee. You are also responsible for paying all lodging, transportation, and food expenses incurred for your representatives to attend or for our trainer to come to your location. A day of training consists generally of 8 hours of training. Travel costs for our trainer will include reimbursement for mileage at the then-current IRS published rate. There is no charge to Franchisee for additional training which we require. See Item 11 for more information regarding additional training.

Note 14: We are not liable to you for your conduct or omission in your Workshop. You will hold harmless, defend, and indemnify, us and our officers, directors, agents, and employees from and against any and all losses, expenses, judgments, claims, attorney fees and damages arising out of or in connection with any claim or cause of action in which we are a named defendant and which arises, directly or indirectly, out of the operation of, or in connection with, your Workshop. ~~You will not indemnify or defend us for any claim resulting directly from our negligence.~~

Note 15: To prevent frivolous, meritless litigation, the non-prevailing party to any dispute between you and us must pay the non-prevailing party for all expenses reasonably incurred, including attorneys' fees. We could have to pay your fees.

Note 16: If you do not purchase the required insurance, we may purchase it and you will reimburse us. See Item 8 for more details regarding the insurance you must purchase for your Workshop.

Note 17: We may fine you up to \$1,000 every time you fail to operate in accordance with our operating standards, including failing to obtain our prior written approval for advertisements, failing

to attend required training or franchisor sponsored conventions, or offering unauthorized products or services. We have the right to collect any fines by means of EFT.

Note 18: If we try to transfer your Continuing Royalties or any other fee from your account and you do not have sufficient funds, you will be assessed a \$50 administrative fee, in addition to reimbursing us for any fee our bank charges for uncollected deposit funds.

Note 19: If you fail to attend a required training, convention, or retreat, which will not be required more than once a year, we can increase your Royalty by up to 1% for the balance of the calendar year. We will also charge you a Retreat Fee (as discussed in more detail in this Item 6) for such event. The Retreat Fee we charge for such event may include the costs of lodging and some meals, but we anticipate that this fee will vary from year to year. You must pay for your own travel, lodging, and food to attend the annual retreat to the extent that the Retreat Fee does not cover those expenses. We will not increase your Royalty if we give you our prior, written approval not to attend the conference or convention, but we may still charge you the Retreat Fee.

Note 20: You are required to participate in national, regional, and local giveaways and promotions. You may be required to provide free or discounted classes or other products or services as part of your participation in such giveaways and promotions. We are not required to reimburse you for your costs and expenses incurred as a result of these giveaways and promotions.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT¹

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
PRE-OPENING COSTS					
Initial Franchise Fee ²	\$25,000 <u>28,000</u>	\$30,000 <u>35,000</u>	One lump sum.	Due on signing Franchise Agreement.	Franchisor
Leasehold – first 3 months ³	\$6,000	\$15,000	Monthly Rent or landlord terms.	Typically at the first of each month. May vary depending on landlord.	Landlord
Leasehold Improvements ⁴	\$2,800	\$14,890	Lump sum or (possibly) amortized by landlord.	Varies depending on your contract with supplier.	Supplier or Landlord
Signage	\$375	\$5,530	Lump sum.	Varies depending on contract with vendor.	Approved Vendor

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Furniture, fixtures, and equipment	\$8,387	\$12,849	Progressive payments or lump sum incurred	Varies depending on contract with vendor.	Approved Vendor
Initial Inventory	\$12,621 <u>19,621</u>	\$20,105 <u>27,105</u>	Progressive payments or lump sums incurred	At time of purchase or varies depending on contract with vendor or supplier.	Various Vendors and Suppliers
Initial Inventory for DIY-to-Go	\$165	\$165	As incurred.	Varies depending on contract with vendor or supplier.	Approved Vendors and Suppliers
Computer/ iPad, Software, Printers, Credit Card Processor, and Design Equipment ⁵	\$5,710	\$7,660	Lump sum.	At time of purchase or varies depending on contract with vendor or supplier.	Various Vendors and Suppliers
Brochures and Other Printed Materials	\$1,964	\$2,144	Lump sum.	Before opening.	Our affiliate
Deposits and Licenses ⁶	\$500	\$5,000	Lump sum.	Usually before opening.	Landlord, utilities, phone co.
Training living expenses	\$1,100	\$3,300	As incurred.	Before opening.	Air travel, hotels, meals, incidentals
Insurance	\$150	\$500	Lump sum or terms of provider.	Varies depending on contract with provider.	Approved Provider
Accounting and Legal Services	\$500	\$1,500 <u>5,000</u>	Paid monthly or as invoiced by vendor in lump sum.	Varies depending on vendor.	Various Suppliers

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Grand Opening Marketing and Events ⁷	\$4,675	\$10,200	Lump sum or as incurred.	As incurred.	Various Suppliers, our approved grand opening marketing provider
Local Advertising ⁸	\$1,350	\$1,350	Lump sum or as incurred.	As incurred.	Various suppliers or us or our affiliate
Email Accounts, Social Media Management Tools, and Marketing Software Fee	\$610 per year	\$610 per year	Lump sum.	At time of signing	Us or our affiliate
Marketing Launch Fee	\$2,000	\$3,000	Lump sum.	At time of signing	Us or our affiliate
Technology Fee	\$405	\$405	EFT	Monthly	Us or our affiliate
Additional Funds— 3 - <u>6</u> Months ⁹	\$20,000 <u>50,000</u>	\$40,000 <u>80,000</u>	As incurred.	(Money to work with still after 90 days – as incurred.)	Vendors, employees, utilities, landlord, suppliers, insurers, tradesmen, city, county
TOTAL	\$94,312 <u>134,312</u>	\$174,208 <u>223,708</u>			

Note 1: The estimates are based on an initial period consisting of pre-opening and the first 3 months of operation. All fees and payments are non-refundable and deemed earned upon payment unless otherwise noted, described in Item 5, or allowed by third-party vendor. In ~~2022~~2023, some franchisees who previously converted from licensees were not required to pay the Technology Fee or Brand Fund contributions. During our last fiscal year, except as otherwise noted, all fees in this Item that were paid to us were applied uniformly. Individual vendors, suppliers, utilities and landlords will have their own refund policies. Neither we nor our affiliate finances part of the initial investment.

Note 2: Unless you qualify for the VetFran discount, you will pay us ~~\$30,000~~35,000 for the operation of your first Workshop. You will pay us ~~\$25,000~~28,000 if you purchase a second

Workshop from us. Neither we nor our affiliate offer direct or indirect financing for your initial franchise fee or for any other payments you must make or costs you must incur in starting and operating your Workshop.

Note 3: This estimate assumes that you are leasing space of the size we recommend and is based on 3 months of rent payments. If you elect to own your location or if you choose to rent a bigger space than we recommend, you may incur additional costs.

Note 4: You must lease or own a suitable facility for the operations of the franchised Workshop. These projections assume a space that is a 1,200 to 1,800 square foot, warm vanilla shell with finished walls, cement floors, HVAC and electrical units and wiring already installed, working and code-compliant restroom facilities, and a storage room. You must lease or purchase a space that is zoned and approved for use of power tools, hammers, and other loud tools, as well as stain, paint, sawdust, and other materials that have strong fumes. These projections assume the space is being leased. If you elect to own your own location, additional costs will be incurred. You may choose a larger facility, but it will increase your operating costs. Our estimate in this category is based on you leasing the facility and on your leasing a facility based on the square footage we specify above. Your cost to lease is difficult to quantify because there are factors that will impact what you pay. These factors include the facility's location, its square footage, cost-per-square foot, renovation costs and any required maintenance fees. Your landlord may refund your security deposit, but most will not refund rental payments. You should ask your leasing agent or landlord about their refund policy before you sign a lease agreement. We do not require you to purchase or build a facility to house the franchise. Your cost may increase over our projections should you choose to purchase or build. You should consider construction delays and their unpredictable cost before electing to build or purchase. You should seek professional advice if you choose to purchase or build. You will likely incur costs to renovate or remodel the space you lease. Your costs will vary depending on many factors, including the size, condition and location of the facility, local wage rates, your involvement in building items yourself, and the cost of materials. The amounts you pay for leasehold improvements are typically non-refundable. You should ask the vendor you hire to renovate or remodel the facility about its refund policy before you patronize the vendor.

Note 5: You must purchase 2 Mac laptop computers, and related computer equipment and software, 1 iPad, 1 laser or ink-jet printer, 1 stencil plotter, 1 music speaker, point-of-sale software, and any related equipment and software that allows you to process credit card purchases. You must also purchase paint and packaging containers for the DIY-to-Go take home craft kits for adults and youth.

Note 6: Market conditions will dictate whether your landlord will require your last month's rent and security deposit up front. Your alcohol and all other licensing fees will vary by local jurisdiction.

Note 7: You must have one pre-opening and one grand opening event within four weeks of opening your Workshop. You must spend at least \$2,175 on your grand opening events and at least \$2,500 on pre-opening advertising. We may require you to spend this with a vendor we designate for pre-opening advertising. You may choose to spend more money. Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media costs, location of the franchised Workshop, time of year and customer demographics in the surrounding area. The amounts you spend for grand opening advertising are typically non-refundable. You should inquire about the return and refund policy of the suppliers at, or before, the time of purchasing advertising.

Note 8: Once you open your Workshop, you must spend at least \$450 per month. This estimate is what we anticipate that you will spend in advertising for the first three months of operation. You may choose to spend more.

Note 9: The estimate of costs assumes a franchisee is leasing the location for their Workshop. The cost for purchasing the real estate is not included in these cost estimates. You will need additional funds during the start-up phase of your business to pay employees, hire contractors to build your space, purchase supplies and pay other expenses. We estimate the start-up phase to be 36 months from the date you open your business. These amounts do not include any estimates for debt service. You must also pay the royalty and other related fees described in Item 6 of this Disclosure Document. These figures are estimates and we cannot assure you that you will not have additional expenses. Your actual costs will depend on factors like your management skills, experience and business acumen. You should base your estimated start-up expenses on the anticipated costs in your market and consider whether you will need additional cash reserves. We relied upon the experience of our affiliate-owned locations in producing these estimates. You should review these figures carefully with your business advisor as they could vary if you choose to purchase equipment that is more expensive than the equipment we require or if you choose to purchase your Workshop premises.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

A. Authorized Distributors. You must purchase all supplies, equipment, goods and services you use in the Workshop from us or a source we approve or designate, which may include us or our affiliates, in strict conformance with the ~~Manuals~~Brand Standards Manual. Even with approved suppliers, only certain inventory items or services may be approved. We have the right to change our business relationship with our approved suppliers as well as the right to add and/or remove approved suppliers from the approved supplier list.

We have approved exclusive and approved suppliers for credit card processing, art supply products, web development services, marketing content and distribution, signs, printing equipment, packaging, promotional products, stains, paints, yarn, marketing services, and social media management software. We have approved exclusive vendors for certain design software. We require that you purchase and use approved software and fonts for the designs you will create in your Workshop. We also require that you purchase a stencil plotter from an approved vendor. Our approved suppliers for credit card processing, fonts, marketing, signs, tools and equipment, wood, promotional products, printing, packaging, yarn, and other general supplies and products pay us a percentage of our franchisees' purchases. One of our approved payroll vendors pays us a referral rebate based upon the franchisees who use the vendor as their payroll provider.

We currently require that you purchase brochures and other printed materials from our affiliate, CUSTOM DESIGNS. Our Chief Executive Officer, Maureen Anders, owns our affiliate CUSTOM DESIGNS, which currently supplies our franchisees with brochures and other printed materials. In ~~2022~~2023 CUSTOM DESIGNS received ~~\$121,740~~59,906 as a result of franchisees' purchases of brochures, business cards, and labels. This figure does not take into account the expenses we or our affiliates incur in providing the brochures and other printed items to you, including labor; paper, ink, and other product; customization; and shipping costs.

We may require you to use our approved marketing vendor, which may include us or our affiliates, for purchases of certain grand opening marketing or local advertising materials.

We reserve the right to require you to use certain technologies to provide virtual classes, camps, and parties.

If you do not own your business premises, we must approve your lease. We have the right to require you and your landlord to provide in the lease that we shall have the right at our option and without compensation to you to take assignment of the lease should you materially default under the lease or should your franchise terminate or not be renewed for any reason. You are not allowed to relocate the business premises without our prior written ~~approval~~acceptance. Our ~~approval~~acceptance does not guarantee or imply that the lease contains the best terms you can obtain under your market conditions, or that entering into it will result in your business being profitable at that location. We will not be liable to you if you sign a lease for a space that is larger or more expensive than or in other ways exceeds what our minimum standards require. You must lease or purchase a space that is zoned and approved for use of power tools, hammers, and other loud tools, as well as stain, paint, sawdust, and other materials that have strong fumes.

You are required to use the credit card processing service we approve. We currently receive from our approved merchant credit card processor a percentage of the processing fees associated with purchases at all AR WORKSHOP locations. Since you accept credit cards as a method of payment at your Workshop, you must comply with payment card infrastructure ("PCI") industry and government requirements. PCI security standards are technical and operational requirements designed to protect cardholder data. The standards apply to all organizations that store, process or transmit cardholder data and cover technical and operational payment system components involving cardholder data. Notwithstanding the credit card processing requirement, we do not represent, nor certify to you or your customers that the credit card processing service approved or provided by us or an affiliate is compliant, whether or not certified as compliant, with the PCI Data Security Standards. Your credit card processing provider should assist you with this compliance.

We do not provide franchisees with any material benefits based upon a franchisee's use of approved suppliers. We often negotiate purchase agreements with suppliers, including price terms, for the benefit of the franchisees; however, we are not required to do so. Additionally, our agreements in the future may provide us with the right to receive revenue from your required purchases from other suppliers. We will have no obligation to share such revenue received with you.

B. Method of Approving Suppliers/Designs. Currently, we do not require you to receive our advance written approval to sell a supplier's product in the retail section of your Workshop, provided such supplier and product meets our standards as set forth in the ~~Manuals~~Brand Standards Manual. We may, however, in our sole discretion, require you to stop selling any product, or from any supplier, with 30 days' written notice. We develop and modify our system standards based on what we believe is in the best interest of the franchise system. Our ~~Manuals~~Brand Standards Manual will contain our criteria and specifications for certain products and suppliers. We reserve the right to modify our specifications at any time without notice to you or our approved suppliers.

If you want to use goods, services, supplies, fixtures, equipment, inventory, or computer systems or suppliers that we have that we have not approved, we may require that you submit to us certain information including product specifications, product components, product performance history, product samples, supplier information, and any other relevant information. We will evaluate the proposed item or supplier by considering the technical and performance properties, design, appearance, reliability, durability, the manufacturer's warranties, quality control methods,

impact on the franchise system at large, public perception and brand image, and financial ability and reputation of the item, producer, or distributor. Our review is generally completed in 30 days. You may be required to reimburse us for any expenses incurred by us to obtain the necessary information prior to our giving approval or disapproval, but we do not charge a fee for our review of a supply or equipment source. We will advise you in writing of our decision within 30 days after you send us all the materials we reasonably require to evaluate the supply or equipment source. If the supply or equipment source is not approved within 30 days, the supply or equipment source is deemed rejected. We impose these restrictions to safeguard the integrity of the both the System and our Proprietary Marks. We reserve the right to revoke approval for any item or supplier for any reason and you must cease to use the item or supplier within 30 days' notice from us.

You must not use a design, trademark, or copyright of a third-party (including any collegiate or professional sport trademark or copyright) without our prior written approval. If you want to use a new design, trademark, and/or copyright for a project to be offered in classes that we have not approved, whether you created such design, trademark, or copyright, or you obtained such design, trademark, or copyright from a third-party, you must first submit to us information including design specifications, design components, a design sample or samples, and any other relevant information. If you desire to use in your Workshop a copyright or trademark owned by a third party, you must have the right to use such copyright or trademark in your Workshop, and we may require evidence of that right as part of our approval process. We develop and modify our system standards based on what we believe is in the best interest of the franchise system. If available through our ~~Manuals~~Brand Standards Manual, or otherwise, we will provide you, at your request, our criteria and specifications for certain designs. We will evaluate the proposed design by considering the aesthetic appeal, technical and performance properties of the item and ease of reproduction by customers. We may also consider other factors including product reliability, durability, quality control methods, and impact on the franchise system at large. Our review is generally completed in 30 days. You will reimburse us for any expenses incurred by us to obtain the necessary information prior to giving approval, but we do not charge a fee for our review of a proposed new design. We will advise you in writing of our decision within 30 days after you send us all the materials we reasonably require to evaluate the design. If the design is not approved within 30 days, the design is deemed rejected. We impose these restrictions to safeguard the integrity of the both the System and our trademarks.

C. Unauthorized Suppliers. Where we have designated an approved supplier, you must use that supplier. Not purchasing your business's equipment, inventory, supplies, computer hardware and software, or any other items where we have designated an approved supplier would put you in violation of the Franchise Agreement. If you violate the Franchise Agreement we may, at our option, either take legal action against you to compel compliance and/or terminate your Franchise Agreement or fine you. Because of the volume of business Franchisees bring to our suggested suppliers, you may enjoy lower prices than you could receive from other suppliers, or on the other hand, you may encounter higher prices than you would otherwise encounter if you were not required to purchase from the authorized supplier.

D. Revenue Derived. During our last fiscal year ended December 31, ~~2022~~2023, we received ~~\$59,028~~\$35,601 or ~~2.79~~1.9% of our ~~2022~~2023 annual revenue of ~~\$2,111,763~~\$1,860,098 from our franchisees' required and optional purchases. ~~We also received rebates of \$61,528~~Of that amount \$7,782.56 was from optional suppliers and \$27,818.44 was from our approvedrequired suppliers and as sponsorship for the retreat we held in early 2023. While we are not required to do so, our current policy is to use the rebates we earn from approved suppliers to help fund the annual retreat, to pay for certain marketing and web developments for the System,

learning resources development costs, brand partnerships, and to pay some of the administrative costs we incur in negotiating with approved vendors.

E. Required Purchase Percent of Overall Purchases. During the establishment of your business, approximately 15% of your overall purchase will be required purchases or purchases from required vendors. During the operation of your business, approximately 15% to 20% of your overall purchase will be required purchases or purchases from required vendors. The cost as a percentage of your revenue will vary depending on the revenue achieved by your business and your business's cost structure. In the future, we may have other approved suppliers where we receive no compensation from your relationship with them.

F. Warranty and Customer Service Requirements. Our franchisees guarantee the satisfaction of our customers. If a customer complains about their experience, we have established certain procedures you are required to follow to resolve the concern, which could result in not charging the customer for the service you provided or providing discounts for future services.

G. Purchasing or Distribution Cooperatives. Currently you are not required to participate in a purchasing or distribution cooperative. However, we have the right to require you to participate in a local or regional advertising purchasing cooperative in the future.

H. Insurance. You are obligated to obtain and maintain at your own expense such insurance that we require from time to time from an insurance company approved by us, and at all times during the term of the Franchise Agreement maintain in force and pay the premiums for the following types of insurance: fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at not less than ninety percent (90%) of the actual replacement value of the building (if owned), and contents, and improvement; all types of public liability insurance with complete operations coverage, with limits of liability for bodily injury, personal injury and advertising injury of not less than One Million Dollars (\$1,000,000) with limits of liability for property damage of not less than One Million Dollars (\$1,000,000) in each occurrence; One Million Dollars (\$1,000,000) of public and product liability coverage; if applicable to the jurisdiction where your Workshop operates, One Million Dollars (\$1,000,000) of dram shop liability coverage or any higher amount required by law; non-owned vehicle coverage of at least Five Hundred Thousand Dollars (\$500,000); and workers' compensation insurance with limits that comply with the laws of your jurisdiction. The current cyber insurance coverage we require is Five Hundred Thousand Dollars (\$500,000). The cost of this coverage will vary depending on the insurance carrier's charges, terms of payments and your history. We may increase the required limits and change types of insurance at our discretion and you must comply with the changes. All insurance policies must name us as an additional insured party. The Franchise Agreement further outlines the types, amounts, terms and conditions of insurance coverage required for your Workshop, including, but not limited to standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to obtain required coverage; our right to defend a claim; and similar matters relating to insured and uninsured claims.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Franchise Agreement §§ <u>1</u> , 2(b)(vi), and 10	Items 7, 8, and 11
b. Pre-opening purchases/leases	Franchise Agreement §§ 4, 10, 11, and 12	Item 8
c. Site development and other pre-opening requirements	Franchise Agreement §§ 2(b)(vi), 7, 8(a)(i), 8(e), 10, 11(a)(ii), 11(b), 11(c), 11(l), 12(a), <u>and 12(b)</u>	Items 7, 11
d. Initial and ongoing training	Franchise Agreement § 11(a)(ii) and <u>11(c)</u>	Item 11
e. Opening	Franchise Agreement §§ 1, 3, 4 and 8(a)(i)	Items 5, 7, 11
f. Fees	Franchise Agreement §§ 2(b)(vii), 2(e), 3, 8, 11(c), 11(q)(iv), <u>and 13(d)(viii)</u>	Items 5, 6, 7, and 17
g. Compliance with standards and policies/ <u>ManualsBrand Standards Manual</u>	Franchise Agreement §§ 2(b)(ii), 4, <u>and 11</u> ; and <u>ManualsBrand Standards Manual</u>	Items 13 and 15
h. Trademarks and proprietary information	Franchise Agreement §§ 7 and 11(b); <u>ManualsBrand Standards Manual</u>	Items 13 and 14
i. Restrictions on products/services offered	Franchise Agreement §§ 11(b) and <u>11(d)</u> , <u>and 12</u>	Item 16
j. Warranty and customer service requirements	Franchise Agreement §§ 11(n) and <u>11(o)</u> , and 17(c)(iv)	Item 15
k. Territorial development and sales quotas	Franchise Agreement n.a. Franchise Rider	Item 12
l. Ongoing product/service purchases	Franchise Agreement § 12	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Franchise Agreement §§ 10, 11(b), <u>and 11(d)</u>	Item 11
n. Insurance	Franchise Agreement § 16	Items 6 and 8
o. Advertising	Franchise Agreement §§ 8, and 9	Items 6 and 11

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
p. Indemnification	Franchise Agreement § 19(b)	Item 6
q. Owner's participation/management/ staffing	Franchise Agreement §11(a)– 11(c), 11(e), 11(f) and 11(g)	Item 15
r. Records and reports	Franchise Agreement §11(q)	Items 6, 16 and 17
s. Inspections and audits	Franchise Agreement § 11(q), <u>11(r)</u> and <u>11(s)</u>	Item 6
t. Transfer	Franchise Agreement §§ 13 and 14	Item 17
u. Renewal	Franchise Agreement § 2(b) - (ed)	Item 17
v. Post-termination obligations	Franchise Agreement §§ 7(d), 11(i), 14, 15, 17, 18 and 19	Item 17
w. Non-competition covenants	Franchise Agreement §§ 11(n), 14, 15, and 18	Item 17
x. Dispute resolution	Franchise Agreement §§ 19 and 21	Items 6 and 17

ITEM 10. FINANCING

At this time, neither we nor our affiliate offer direct or indirect financing. We do not guarantee any note, lease, or obligation.

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

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

As set forth in Section 4 of the Franchise Agreement, after you sign your Franchise Agreement, but before you open your business, we will:

1. Offer the Operations Principal and 1 additional staff member our initial training program at our headquarters, as described below.
2. Lend you a copy or digital version of our ~~Manuals~~Brand Standards Manual, as described below.
3. Assist you, as we see fit and in our sole discretion, with your site selection and consult with you on the layout of your leased space. It is your responsibility to select and outfit your own location. We are not required to provide or assist you in locating a site or obtaining your business premises. However, if requested, we may advise you on recommended locations, remodeling of the premises, and the purchase or lease of equipment, signs, and fixtures. We must ~~approve~~accept the site location and the lease if you do not own the premises. You may submit up to 3 site locations for our ~~approval~~acceptance. Generally, we ~~approve or disapprove~~accept or do not accept a site within 15 days of receiving the request. In the event we do not ~~disapprove~~accept a proposed site by written notice to you within said 15 days such site

shall be deemed ~~approved~~accepted by us. If you fail to execute a lease or purchase contract for the site within a reasonable amount of time after our acceptance of the site, we reserve the right to refer it to another franchise applicant or develop it as a company-owned business. It is your responsibility to ensure that your premises conform to local ordinances and building codes as well as obtain any required permits. It is also your responsibility to construct, remodel and decorate the premises. Some of the factors we consider in approving sites include general location and neighborhood, traffic patterns, population, size and lease terms. We must ~~approve~~accept the layout of your space before you start construction. (Franchise Agreement Sections 1, 4, and 10.) Because design studios or workshops generally, and AR WORKSHOP specifically, must stay current with design trends, we may require you to remodel your franchised business as determined by us or as necessary to maintain your facilities consistent with our standards. You are not required to spend a certain dollar amount per year on remodeling or renovation as long as your Workshop meets our then-current standards. We will not require you to renovate or remodel more frequently than every 2 years. (Franchise Agreement Section 10.)

If during the first 6 months after you sign your Franchise Agreement you present to us a physical location for your Workshop that we do not ~~approve~~accept and we cannot locate a suitable location for your Workshop, then we can mutually agree to terminate the Franchise Agreement and we will refund to you 50% of the initial franchise fee and retain the balance of the initial franchise fee to cover our expenses. If during the first 6 months after you sign your Franchise Agreement, you present to us a physical location for your Workshop that we do not ~~approve~~accept and we locate another site that meets our specifications and you refuse to develop the site, then we can mutually agree to terminate your Franchise Agreement and you will not be entitled to any refund of your initial franchise fee. We have the right to rescind this refund policy at any time for any reason.

If a location is not selected within the first 6 months after you sign your Franchise Agreement or you have not commenced operations of the Workshop within 12 months, a refund of the initial franchise fee will not be granted under any circumstances and you are subject to termination.

4. Provide you with a copy of our list of approved or recommended vendors and suppliers for all required supplies, equipment, signage, décor, retail items and other goods and services. You are responsible for ordering and purchasing all items required to operate your business.

We are not required to provide you other supervision, assistance or services prior to the opening of the Workshop. (Franchise Agreement Section 4.) However, if requested, we may advise on additional topics related to the opening of your Workshop, including but not limited to purchasing inventory ~~and hiring and training employees.~~

During the operation of the Workshop under your Franchise Agreement, we will:

1. Provide advice and consultation services to you. If you request advice or consultation service that requires us to make our staff present at your Workshop, we may charge to provide such service at the per diem cost identified in the ~~Manuals~~Brand Standards Manual, plus expenses. (Franchise Agreement Franchise Agreement Section 4.)

2. Make available to you from time to time advertising materials we prepare for use by our Franchisees generally. You may use such materials in any local advertising. You will pay for all associated costs for your use of such materials. (Franchise Agreement Section 8(f).) We

have no obligation to spend any money on advertising in your territory or area. You may develop advertising materials for your own use at your own cost. We encourage the sharing by franchisees of advertising ideas and materials. We require you to submit advertising and promotional materials to us in advance and to obtain our approval before using them. You are required to follow our instructions in connection with any advertising or promotional materials we provide for your use. (Franchise Agreement Section 8(f).) Failure to follow our instructions regarding pre-approval of advertising materials will result in fines. These fines will be as follows: 1st infraction: \$250, 2nd infraction: \$500 and third infraction: \$1,000. Imposition of these fines will in no way waive our right to consider your use of unapproved advertising as a default-triggering event, such as that described at Franchise Agreement Section 17(c)(v).

3. Make available to you designs for your classes. We will make available to you designs that we have created, acquired from other franchisees or licensees, or licensed from third parties. You may use those designs, but to the extent all or part of the design is owned by a third party, you may be required to purchase a license from that third party for the use of that design. You may use your own designs but they must first be approved by us.

4. Make available to you recommended retail products to sell at your Workshop. You are currently required to keep a minimum of \$3,000 of inventory for purchase at your Workshop, which amount shall be on a wholesale cost basis. We have the right to increase the amount of required inventory you must carry. You may sell products that we do not recommend provided that they are not unauthorized products, but we may add those products or the recommended products to our unauthorized list of products at any time.

5. We have established and maintained a Brand Fund to use in part for the creation of national, regional, and local advertising content as we see fit. You will be responsible for implementing any advertising programs or placing any advertising content we create, at your own expense. See the "Brand Fund" section below in this Item 11 for more details.

6. Make available to you from time to time all improvements and additions to the System to the same extent and in the same manner as they are made available to our Franchisees generally. (Franchise Agreement Section 4.)

7. We may, but are not required to, offer you additional post-opening training beyond the initial training covered by the initial franchise fee (see below for description of initial training program). For additional training that you request, we will charge you a rate identified in our then current Manuals/Brand Standards Manual. You must pay for it at the time of the training, unless alternative billing arrangements are agreed to. Also, you bear all indirect training costs and expenses, such as salary expenses of your employees and all expenses of travel, lodging, meals and other living expenses you and your designee incur. While most additional training is optional, you may be required to attend the additional training. If you are required to attend the additional training, no tuition fee will be charged to you, although you will be responsible for all transportation, lodging, food, and other costs incurred in attending the training.

8. While we are not required to do so, from time to time we may offer conferences, retreats, and other training courses relating to our industry and to the conduct of the Workshop. Franchisees are required to attend all conferences, retreats, and other required training courses. These courses may be conducted by our employees and/or by other trainers and will address various aspects of our business and other topics of interest to Franchisees. We have the right to charge the Franchisee a tuition fee for each attendee, whether or not the attendee is required to attend, at a rate to be determined on a case-by-case basis, but in no event to be higher than the

rate outlined in the ~~Manuals~~Brand Standards Manual. Currently we hold a retreat that you are required to attend every 18-24 months, and we charge a Retreat Fee which will vary from year to year. Our 2023 Retreat Fee was \$375, plus the cost of travel, lodging and some meals. You must pay for your own travel, lodging, and food to attend the annual retreat if the Retreat Fee does not cover those expenses. You will be charged the Retreat Fee whether you attend the annual retreat or not. In addition, if you do not attend a scheduled required event or the annual retreat, you will be charged 1% percent of your annual revenue for the balance of the calendar year.

9. We will maintain a website. We may also develop and maintain any other type of online, internet, virtual, or digital presence (each an "Online Presence") as we see fit. An "Online Presence" includes (1) the brand website, other webpages, URLs, or domain names; (2) accounts, pages, or profiles on social media sites; social networking sites; news sites; online, internet, or digital directories; video, photography, and messaging services; blogs; or forums; (3) e-commerce sites or accounts; (4) digital or online advertising and marketing content and services; (5) mobile applications; (6) virtual reality platforms; (7) any identifiers of an Online Presence; or (8) a presence on any other type of online, internet, virtual, or digital tool, good, or service that may be developed. We will have the sole right to control all aspects of each Online Presence, including its design, content, functionality, links to any other Online Presence, legal notices, and policies and terms of usage. We will also have the right to discontinue operation of any Online Presence at any time without notice to you. We will not be liable to you for any downtime that may occur to any Online Presence, whether such downtime is a result of our or a third-party's actions. You may not establish or operate an Online Presence that in any way concerns, discusses, or alludes to us, the System, or your Workshop without our written consent, which we can revoke. The Proprietary Marks may not be used as part of, in conjunction with, to establish, or to operate any Online Presence, except as specifically approved by us. You must follow our policies with the establishment and use of any Online Presence. You may not establish or permit or aid anyone else to establish any links to any Online Presence we create. We may require that you maintain and utilize a specific e-mail account in connection with the Workshop.

You may not post, and must take such steps as necessary to ensure that your employees and independent contractors do not post, any information on an Online Presence relating to us, the System, the Proprietary Marks, or the Workshop that (a) does not comply with our brand, social media, or Online Presence guidelines; (b) is derogatory, disparaging, or critical of us, the System, or the Proprietary; (c) is offensive, inflammatory or indecent; or (d) harms the goodwill and/or public image of the System and/or the Proprietary Marks.

For any Online Presence or email address you are approved to create, use, or maintain, we reserve the right to be exercised at our option to have the Online Presence or email address directly owned by us or to require it to be transferred to us after the expiration or termination of the Franchise Agreement. We have the right to require that any Online Presence or email address we permit you to create, use, or maintain be registered in our name. Upon request, you must provide us with any login credentials for any Online Presence or email address you are authorized to create, use, or maintain. We have the right to access any Online Presence to take corrective action if any content or post on the Online Presence is in violation of our policies.

We may, but are not required to, provide you with access to social media groups or pages that we control. We will not be responsible to you for content posted within such social media groups or on such social media pages, and we have the right to restrict access by you or any other franchisees at any time, or delete comments, links, or photos you or other franchisees post to such pages or within such groups, in our sole discretion.

Subject to the terms of the Franchise Agreement and ~~Manuals~~Brand Standards Manual we may make available to you a sub-page on one or more Online Presences, such as a sub-domain of the website to be specified by us (the "Subpage"). You will be permitted to upload content onto the Subpage solely to promote, and provide customers information related to your Workshop. You may only upload content onto the Subpage in accordance with terms of the Franchise Agreement and any guidelines, directives or specifications (collectively, "Subpage Standards") issued by us. The Subpage may not contain content which references any other Workshops other than your Workshop. You may not upload, publish, display, or otherwise include or use any content on the Subpage without receiving our approval. Once we approve the initial content of the Subpage, you must submit any changes to us before you make any changes. We may, at any time, cease to make the Subpage available to you or the public. Our website is designed to provide booking Workshop sessions and payment through the website for the benefit of Franchisees and is required to be used for such purposes. Upon the termination or expiration of the Franchise Agreement for any reason or a default under the Franchise Agreement for any reason, you may not upload, content, onto, or otherwise use, the Subpage shall immediately cease and we may cease to make the Subpage available to you.

The following are additional details about the services listed above:

Initial Training. We will offer you an initial training program before you open for business. Both the Operations Principal (defined in Item 15) and one additional staff member must attend and successfully complete training to our satisfaction no less than 30 days before you open your Workshop, unless we waive this requirement with respect to you or another of your attendees, before we will authorize you to open your Workshop. If we approve your Workshop to operate with a general manager other than the Operations Principal, your general manager, must successfully complete the training program. In addition to the required attendees, other members of your staff, such as additional managers, may attend an initial training at your expense for a fee of \$250 per additional person. We plan to conduct the training program on an as-needed basis. It is conducted primarily at our Pineville, NC location, or such other location as we may designate, and it is generally 4 days in duration. We conduct training sessions on an as-needed basis. There is a charge for this training program. However, if you buy the franchise from us, your initial franchise fee includes the cost of initial training for the Operations Principal and 1 member of your staff provided all attend a single training course. No additional individuals can attend pre-opening training. You also bear all indirect training costs and expenses, such as salary expenses of your employees and all expenses of travel, lodging, meals, and other living expenses all attendees incur.

The training program covers the following information:

- Stage One: Technology
- Stage Two: Project Methods and Workshop Facilitation
- Stage Three: Operations and Marketing
- Stage Four: On-the-Job Training

The exact amount of time spent on each part of the training will depend on the time required for mastery by the students participating in the training. However, all trainees must complete the program to our satisfaction within 3 months after the signing of your Franchise Agreement and at least 1 month before opening your Workshop. We use various trainers throughout the training program, but all trainers will be certified by us as having mastered the subject matter they are teaching. The initial training is provided by Ms. Anders, Ms. Martel, Ms. Ruff, and/or Ms. Smith. Ms. Anders, our Chief Executive Officer, Co-Founder, and

Designer/Stylist has operated affiliate-owned locations since June of 2016 and has been in the creative design industry since 2005. Ms. Ruff, our Co-Founder and Creative Director, has been involved with graphic design and has been using Illustrator and Photoshop since 2000. She has been a graphic designer for CUSTOM DESIGNS since its inception in 2010 and for us since 2016. Ms. Martel, our Vice President Marketing Communications, has been involved in graphic design for 20 years and in retail management and buying for an art department for more than 10 years. Initial operations training will be conducted by trainers with at least 5 years' experience in the creative design industry. Ms. Smith has served as our IT Department and Operations Manager since 2019 and worked as the Manager of our affiliate's AR Workshop location in Charlotte, North Carolina from February 2018 to December 2019. Artists used by our affiliate-owned Workshops who have at least 6 months' experience with our affiliates will be incorporated into our training program to instruct with regard to the holding of classes.

If your Operations Principal or general manager fails the initial training, we have the right to terminate the Franchise Agreement. If we terminate the Franchise Agreement prior to your opening because your Operations Principal or manager fails the initial training, we may refund to you \$10,000. We have the sole right and discretion to determine if the trainee successfully completes or fails the training.

The current content of the training program is set forth below. We may modify this program in our discretion from time to time, including requiring some classroom training to be completed virtually before attending in-person training.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Brand History & Culture	1		Company-owned Workshop, Pineville, North Carolina, or such other location as we may designate.
Brand Standards	1		Company-owned Workshop, Pineville, North Carolina, or such other location as we may designate.
Retail & DIY to GO	2		Company-owned Workshop, Pineville, North Carolina, or such other location as we may designate.
Technology	12	2	Company-owned Workshop, Pineville, North Carolina, or such other location as we may designate.
Marketing	5	1	Company-owned Workshop, Pineville, North Carolina, or such other location as we may designate.
Project	2	9	Company-owned Workshop, Pineville, North Carolina, or such other location as we may designate.

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Customer Service, Admin & Staffing	3		Company-owned Workshop, Pineville, North Carolina, Company-owned Workshops, Charlotte area, North Carolina, or such other location as we may designate.
Workshop Organization	2		Company-owned Workshop, Pineville, North Carolina, or such other location as we may designate.
	28	12	

Brand Standards Manuals Manual. We will lend you a set of our Brand Standards Manuals (“Manuals”). They contain mandatory and suggested specifications, standards, and procedures. They are confidential and remain our property. Your employees are to see them only on a need to know basis, subject to confidentiality agreements. We may modify this material from time to time and its modified terms are binding on you. Most of the volumes of the Manuals are provided electronically and not in paper format. The AR WORKSHOP Manuals currently contain a total of 410 pages. (Franchise Agreement Section 11(i).)

TITLE	NO. OF PAGES
Introduction	7
Franchise Startup and Obligations	54
Workshop Standards	100
Trademarks and Brand Policies	101
Operations and Personnel	112
Advertising and Marketing	34
Additional Resources	2
TOTAL PAGES	410

We may periodically amend, update or replace the contents of the Manuals. Beginning on the 30th day (or any longer time we specify) after our delivery of written notice, you will comply with each amended, updated or replaced provision. Revisions to the Manuals will be made in our sole discretion.

Brand Fund. We have established the Brand Fund to support the development of new customer projects and franchisee revenue sources, the evaluation and adoption of new technology, and the creation of marketing content and public relations materials, as we, in our sole discretion, deem appropriate for the benefit of the brand.

The current contribution is the greater of 1% of your monthly Gross Sales or \$200 per month. The Brand Fund contribution may be raised by the majority vote of the franchisees, but not to exceed the greater of 2% of your monthly Gross Sales or 2% per month. We do not collect Brand Fund contributions prior to your beginning operations. We may at our discretion defer Brand Fund contributions for you or another franchisee for an additional period of time we deem

appropriate at the outset of yours or their Workshop. Other franchisees' Brand Fund contributions may be calculated at a different rate or on a different basis and, under limited circumstances, certain franchisees may not be required to pay Brand Fund fees. We have the sole discretion to settle or forgive any accrued and unpaid Brand Fund contributions owed by a franchisee.

We have the sole discretion to determine where the Brand Fund contributions will be spent to promote, enhance, or further the growth of the AR WORKSHOP brand, workshops, and System, including, but not limited to: research; promotional marketing, public relations, and advertising expenses to promote the brand; hiring marketing, public relations and advertising agencies, technology companies, or in-house personnel to assist in developing the AR WORKSHOP brand name; developing, evaluating, or using technologies that we believe may benefit the brand, the customers, the franchisees, or the brand's reputation; developing new customer projects and franchisee revenue sources; expenses associated with listings on websites, contest registrations, digital marketing content, influencer marketing, and events and promotions designed to garner media attention and promote the brand name; brand partnerships; expenses associated with conducting market research; travel expenses in connection with promotions and marketing meetings, training, development of trademarks and trademarked materials; production of marketing, public relations, or digital or social media content, including, but not limited to, advertisements, coupons, and other promotional materials; expenses incurred in developing and maintaining non-franchise sales portion of any Online Presence; development of any Online Presence; and expenses incurred in using search engine optimization, pay-per-click, or other digital marketing software, giveaways, loyalty programs, services, or companies to help promote the brand. While we do not anticipate that any part of Brand Fund contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Brand Fund for public relations or recognition of the AR Workshop brand, for the creation and maintenance of a website, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available" or similar language.

While we reserve the right to do so, we have no intent to place advertising on behalf of the entire franchise system. Instead, we are more likely to provide you with advertising content to use in your local territory or on a regional basis with other franchisees in an advertising cooperative. You will be responsible for implementing any promotional or public relations programs or placing any advertising content we create, at your own expense. If we create any advertising content, which we are not obligated to do, you will receive one sample of the advertising content at no charge. You must pay for the duplication and distribution of the content.

Currently, the Brand Fund fees are payable to us. We have the right to establish in the future a nonprofit corporation or other business entity to collect Brand Fund contributions from our franchisees. The Brand Fund is administered by our accounting and marketing personnel under our direction. The Brand Fund is not audited. The Brand Fund is not a trust fund. We have no fiduciary duty to your or any franchisee in connection with the collection or use of the Brand Fund monies. You will be able to obtain an unaudited accounting annually upon written request to our President at our principal place of business. We are not required to spend any brand or advertising funds in your specific area or territory. We may have the Brand Fund borrow from us or other lenders to cover any Brand Fund deficits. We may have the Brand Fund invest any surplus for the Brand Fund's future use. A brief statement regarding the availability of information regarding the purchase of AR WORKSHOP franchises may be included in advertising and other items produced using the Brand Fund; provided that we will not use Brand Fund funds principally to sell franchises. Company-owned Workshops do not contribute to the Brand Fund on the same basis as other franchisees. (Franchise Agreement Section 8(b)(iv).)

Last year we spent the Brand Fund contributions on the following categories:

Use of Brand Fund in Most Recent Fiscal year
(percentage of total fund expenditures)

USE	PERCENTAGE
Production and Creation	4860.6%
Media Placement	2218.3%
Website and Social Media	2921.0%
Administrative Expenses	40.1%
TOTAL	100%

Minimum Local Advertising Spend. We require you to spend at least \$450 per month on local advertising. We may encourage you to spend more than \$450 per month, depending on your local market. We have the right to require you to spend the \$450 per month on approved services and products intended to increase awareness of your store locally. We have the right to require you to spend that money with approved suppliers of these products and services, which suppliers may include us or our affiliate. You may choose to spend more money on local advertising. Your local advertising is subject to our approval and specifications.

Grand Opening Events. You must hold one pre-opening and one grand opening event within four weeks of opening your Workshop. You must spend at least \$2,175 on your grand opening events and at least \$2,500 on pre-opening advertising. You may be required to use our required vendors for public relations, pre-opening advertising, and other aspects of these events.

Local or Regional Advertising Cooperatives. We do not currently require you to participate in any local or regional advertising cooperatives. We have the exclusive right to require that advertising cooperatives be formed, changed, dissolved, or merged. If you are required to participate in an advertising cooperative, you will be required to contribute your share of the cooperative's budget as determined by the cooperative's members. Each required local advertising cooperative must adopt written governing documents. Each cooperative may determine its own voting procedures; however, each company-owned Workshop will be entitled to one vote in any local advertising cooperative. The members and their elected officials are responsible for administration of the cooperative. Advertising cooperatives must prepare quarterly and annual financial statements prepared by an independent CPA and must be made available to all Franchisees in the advertising cooperative. The Cooperative is not a trust fund. We have no fiduciary duty to your or any franchisee in connection with the collection or use of the Cooperative monies or any aspect of the operation of the Cooperative. (Franchise Agreement Section 8(c).)

Franchise Advisory Council. While we do not currently maintain a Franchise Advisory Council ("FAC"), we have the right to do so in the future. An FAC would provide advice to us on various matters, including advertising. An FAC would serve in an advisory capacity only and would have no operational or decision-making power. We would appoint the members of the FAC and have the power to change or dissolve it at any time.

Computer Systems. You must purchase and use the computer systems, hardware, software, applications, robotics, automation, electronics, communications systems, and technology (together the "Computer Systems") we require. Currently, we require you to have 2

late-model Mac laptops, 1 plotter, 1 music speaker, 1 iPad, 1 paper printer, and related software and required software for fonts, credit card processing, point-of-sale, and the general use of Wi-Fi internet. We currently require you to use Clover point-of-sale equipment and software. We anticipate the current initial cost of the computers, POS, and iPad software and hardware we require to be between \$5,710 and \$7,660. We anticipate the cost of updates, maintenance, and support contracts for your computers and POS systems to be about \$1,000 to \$1,500 per year. You must update your computer, POS, and iPad hardware and software as we require, but we will not require you to spend more than \$3,000 every 2 years to update these systems.

Computer Systems requirements are also updated from time to time in the Manuals. You may be required to upgrade or update your Computer Systems at your expense. We have no obligation to upgrade your Computer Systems or to pay for the upgrades. We have the free, and unfettered right to independently retrieve any data and information from your Computer Systems as we, in our sole discretion, deem appropriate, including electronically polling the daily sales and accessing any other data of the Workshop. There are no contractual limitations on our right to access such data and information. We reserve the right to require additional proprietary software in the future. You are required to use our specified forms and to have all sales submitted through our website or other electronic means. (Franchise Agreement Section 11(q).)

The data generated or stored on the Computer Systems include data about the operations of the Workshop, financial data for the Workshop, sales data and analytics, customer lists, promotional data, inventory information, human resources information, and marketing information.

We may develop proprietary or non-proprietary Computer Systems. Accordingly, we may require that you enter into a license agreement with us or our affiliate, which may require you to pay us commercially reasonable fees and/or enter into license agreements directly with suppliers. Additionally, if we enter into a license agreement with a supplier and sublicense the Computer Systems to you, we may charge you for all amounts we pay to the supplier based on your use, plus a reasonable amount to compensate us for the services that we or our affiliate provide. We have the right to impose a monthly maintenance for such proprietary software. You must pay the monthly maintenance fee if you wish to use the proprietary software (which we may raise upon 90 days' notice). (Franchise Agreement Section 11(s).)

We recommend that you back up your data locally, which may require you to purchase a "back-up" subscription service. We are not responsible under any circumstances for any malfunction or "crash" of the Computer Systems we require, recommend, provide, or approve, including for any Workshop data lost as a result of that malfunction or "crash."

Despite the fact that you must buy, use, and maintain the Computer Systems according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer Systems; (2) the manner in which your Computer Systems interface with our and any third party's technology; and (3) any and all consequences if the Computer Systems are not properly operated, maintained, and upgraded.

Development Schedule. The typical length of time we estimate between your signing of the Franchise Agreement and opening your Workshop is 6 to 9 months. You must identify a site and sign a lease or purchase agreement within 6 months of signing the Franchise Agreement and commence operations of the Workshop within 12 months of signing the Franchise Agreement.

Prior to opening your business, you must perform the following tasks. We may assist you in this effort.

TASK	ESTIMATED TIME FRAME	FORM OF HELP
Complete Business Plan	3 mos. before opening	Guidance from us
Sign Franchise Agreement	6-9 mos. before opening	Assistance from us
Conduct Site Research	6-9 mos. before opening	Assistance from us
Establish Vendor Relationships	2-3 mos. before opening	Assistance from us
Complete Lease Negotiations	6-9 mos. before opening	Assistance from us
Submit Opening Orders	1-2 mos. before opening	Assistance from us
Observe Operations in Existing Workshop	1-3 mos. before opening	Hands-on experience
Build out of Space	0-3 mos. before opening	Guidance from us
Attend Training	0-3 mos. before opening	Lectures & Manuals

The factors that may increase or decrease the time periods discussed above include the amount of time and effort you commit to the site selection process and the construction of your Workshop; the availability of acceptable sites within the geographical area you choose; your ability to obtain a lease, financing and building permits; your credit and personal financials, and zoning and licensing requirements. Delays or a lack of effort by you, your contractors or your prospective landlord will increase these time periods. If you change your employment, business or financial status before the opening of your Workshop, you do so at your own risk. Any and all such changes should be made only as a result of careful thought and advanced planning after obtaining advice from appropriate professional advisors.

ITEM 12. TERRITORY

You will receive an exclusive territory (“Protected Area”). Your Protected Area may vary from other franchisees’ territories in size or shape, depending on demographics, population density, competition, and/or presence of other similar workshops in the area. Your Protected Area will, at a minimum, consist of the lesser of a 3-mile radius around your authorized location or an area around your authorized location containing a residential population of 40,000. We use U.S. Census data to assist in evaluating a territory and will not adjust for changes in population during the Term of your Franchise Agreement. Your Protected Area is protected only to the extent that we will not establish or operate, or license any other person to establish or operate, an AR WORKSHOP business under the System and the Proprietary Marks at any physical, brick-and-mortar location within your Protected Area. We cannot modify your territorial rights during the term of the Franchise Agreement, but we can modify your Protected Area upon renewal.

You lose your Protected Area only if you fail to open your Workshop in a timely fashion, fail to operate it for any period of 7 days or more, excluding “Acts of God,” without our prior written permission, fail to offer at least 5 classes a week at your Workshop, or if your Franchise Agreement is terminated due to defaults by you that are not timely cured. Otherwise, the protection of your Protected Area is not dependent on any other contingencies, including your achieving a certain sales volume or market penetration, and we cannot alter or modify your territorial rights.

Opening the Workshop in a timely fashion means within 12 months of signing the Franchise Agreement, plus such extensions, if any, as we may agree to in writing. You may not

relocate the business premises without our written approval. You must offer at least 5 classes at your Workshop a week according to our Brand Standards on the days and times we may require in order to maintain your Protected Area, unless we give you prior written approval to offer fewer classes. If you fail to do so, then we have the right to open or license others to open additional locations within your Protected Area. If your landlord terminates your right to possession of your ~~approved~~accepted business premises before the Franchise Agreement's term expires, then you and we must agree on a new location within 60 days. You may not relocate the site of the original Workshop without our express written permission. Should you relocate the Workshop without such permission the new location will be treated as an entirely new franchise sale subject to new initial franchise fees as provided in Section 3(a) of the Franchise Agreement and to such other provisions as would apply to new franchise sales.

All Workshops may sell or market their products and services to any customer. The Workshop, however, is to be operated solely as an art workshop, and you agree not to sell any items through telemarketing, mail order catalogs, computer and/or internet marketing, traveling carts or trucks, or any other such system. You shall have no right to sell your products or goods by mail order catalog sales, computer and/or internet marketing, including mobile apps, or by any other fashion other than retail sales at your specific business location or at approved off-site events.

Regardless of either proximity to your Protected Area or your Workshop or any actual or threatened impact on sales of your Workshop, we retain all rights not expressly granted to you, including, among others, to: (a) use the Proprietary Marks and System in connection with establishing and operating AR WORKSHOP businesses at any location outside the Protected Area; (b) use the Proprietary Marks or other marks in connection with selling or distributing any goods (including branded merchandise or product) or services anywhere in the world (including within the Protected Area), whether or not you also offer them, through channels of distribution other than a brick-and mortar AR WORKSHOP store, including, for example, other permanent or temporary retail locations, kiosks, carts, trucks, catalogs, mail order, or the Internet or other electronic means; (c) acquire, establish or operate, without using the Proprietary Marks, any business of any kind at any location anywhere in the world (including within the Protected Area); (d) use the Proprietary Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere in the world (including within the Protected Area); and (e) use and distribute, in any way, to any party, within or outside your Protected Area, the Customer List and contact lists and information generated by your AR WORKSHOP business or any other AR WORKSHOP business, subject to applicable laws and regulations.

We encourage our franchisees to steer each customer to the AR Workshop closest to that customer's residence for purposes of selling the DIY-to-Go kits. However, we will not be liable to you if an AR Workshop sells DIY-to-Go kits within your Protected Area. You may not ship any items internationally without our prior written permission.

If we decide to exercise these rights, we will not be obligated to compensate you for such sales made inside or outside your Protected Area.

Although we have the right to do so in the future, we do not operate or franchise, or plan to operate or franchise, businesses under a different trademark that will sell goods or services that are the same as or similar to those that you will sell in your Workshop.

You may not establish more than one AR WORKSHOP business in your Protected Area without entering into a separate Franchise Agreement. We do not grant under this disclosure document any option, right of first refusal, or similar right to acquire additional franchises.

ITEM 13. TRADEMARKS

The primary trademarks, service marks and trade names you are to use in operating your Workshop are the “AR WORKSHOP,” “ANDERS RUFF WORKSHOP,” and “ANDERS RUFF” service marks, trademarks and trade names (collectively, the “Proprietary Marks”). We own the Proprietary Marks and all other trademarks used by us and our franchisees. Upon execution of our Franchise Agreement, we will sublicense to you the limited right to use the following Proprietary Marks

The chart below shows the above marks as they are used in commerce.

REGISTRATION NUMBER	DATE OF REGISTRATION	MARK	REGISTERED USE IN COMMERCE
5231897	June 27, 2017 (Principal Register)		Do-it-yourself arts and crafts studio that provides instruction based classes and the use of supplies and equipment to individuals for making their own arts and crafts.
5231895	June 27, 2017 (Principal Register)	ANDERS RUFF WORKSHOP	Do-it-yourself arts and crafts studio that provides instruction based classes and the use of supplies and equipment to individuals for making their own arts and crafts.
4532287	May 20, 2014 (Principal Register)	anders ruff	Design and development of printable paper goods.
5620195	December 4, 2018 (Principal Register)	AR WORKSHOP	Online and retail store featuring decorative housewares for sale, namely, accent furniture, wall art, tabletop accessories, bath accessories, picture frames, craft accessories, jewelry accessories and holders.

REGISTRATION NUMBER	DATE OF REGISTRATION	MARK	REGISTERED USE IN COMMERCE
5705669	March 19, 2019 (Supplemental Register)	CHUNKY KNIT BLANKET WORKSHOP	Educational services, namely, providing classes, workshops, crafting events in the field of knitting.

All necessary affidavits of use and renewal applications have been timely filed. We intend to file all necessary affidavits of use and renewal applications when they become due. None of the registrations is due for renewal. There are no currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court; nor are there any pending infringement, opposition, or cancellation proceedings or material litigation, involving the above Proprietary Marks.

A federal or state trademark or service mark registration does not necessarily protect the use of the concerned mark against a prior user in a given relevant market area. Prior to entering into the Franchise Agreement, you should check and be sure that there are no existing uses of our marks or names or any marks or names confusingly similar to any of them within the market area where you want to do business. If you find any similar names or marks, you must immediately notify us. Any action to be taken in that event is strictly within our discretion.

Your right to use the Proprietary Marks is derived solely from Franchise Agreements entered into between you and us for the purpose of operating an AR WORKSHOP business. You must follow our rules and regulations with respect to the use of the Proprietary Marks. You may not use any Proprietary Mark in connection with any business or activity, other than the business conducted by you pursuant to franchise agreements entered into between you and us, or in any other manner not explicitly authorized in writing by us. You cannot use any of the Proprietary Marks or any other marks, names, or indicia of origin that are or may be confusingly similar to the Proprietary Marks as part of a corporate name or other legal name. All usage of the Proprietary Marks by you and any goodwill established from this usage is to our exclusive benefit. After the termination, expiration, or non-renewal of the Franchise Agreement, you may not, except with respect to Workshop businesses operated by you according to Franchise Agreements granted by us, at any time or in any manner identify yourself or any business as a franchisee or former franchisee of, or otherwise associated with, us or use in any manner or for any purpose any Proprietary Mark or other distinguishing signs of our Workshops or any colorable imitation of same.

You must immediately notify us of any unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, any claim of apparent infringement or challenge to your use of any Proprietary Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Proprietary Marks. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We have the right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will indemnify and reimburse you for damages obtained by a third party based on your use of the Proprietary Marks provided you have at all times fully complied with Article 7 of the Franchise Agreement. However, you would be responsible for any rebranding expenses. If there is any litigation relating to your use of the Proprietary Marks, you must sign all documents and do all

things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action.

We reserve the right to substitute different proprietary marks for use in identifying the System and the business operating under it if we, in our sole discretion, determine that substitution of different marks as Proprietary Marks will be beneficial to the System. You must comply with such change, revision, or substitution and bear all expenses associated with them.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright registration, other than what is discussed below, but you can use the proprietary information in Manuals, our proprietary decor designs, our business method, and business processes all of which are trade secrets owned by us. The Manuals are described in Item 11. Although we have filed no applications for a copyright registration for the Manuals, we claim a copyright and the information is proprietary.

We claim a copyright in the art used and created in our classes, whether such art is created by us or our franchisees, and whether such copyrights have been registered or not. Our founder and owner Maureen Anders registered the copyright to the 2-D artwork entitled “Home for the Holidays,” with the US Copyright Office effective on August 30, 2017 with Registration No. VA 2-073-122. Adria Ruff registered the copyright to the Visual Material entitled “Pumpkin Patch,” with the US Copyright Office effective September 6, 2017 with Registration No. VA 2-074-647 and licensed this copyright to us. Both copyrights have been licensed to us for use by our franchisees. The Franchise Agreement gives you the right to use our copyrights in the classroom setting in your Workshop. However, certain designs contain third-party intellectual property and you may have to license that intellectual property and pay the associated expenses to use those designs. We may cease to have the right to use and sublicense to you the rights to use certain designs, including the designs owned by our owners, in which case you will be required to cease using such designs and use alternative designs we provide. You will receive no other rights with respect to the artwork for which we claim or have registered copyrights. There are significant copyrights and trademarks that are material to this franchise and we will protect the proprietary nature of those items to the full extent of the law.

You must strictly limit your employees’ access to the trade secrets, proprietary information, and confidential information (collectively, “Confidential Information”). You must share Confidential Information with them only to the extent they have a “need to know” to perform their jobs. All persons to whom you grant access to the Manuals or any other Confidential Information, any person who attends any training program we conduct, and all of your managerial employees must sign our form of confidentiality agreement. If you are a partnership, limited liability company or corporation, all of your owners, officers, or directors and any of these individuals’ spouses will sign a form of the confidentiality provisions. You must use the Confidential Information only in the manner required by us. You must fully and strictly comply with all security measures required by us for maintaining the confidentiality of the Confidential Information.

If you or your owners, officers, managers, or employees conceive, invent, create, design and/or develop any ideas, techniques, methods, processes or procedures, artwork, designs, formulae, products, packaging or other concepts and features relating to Workshop operations,

business practices, or related goods in connection with the Workshop (the “Innovations”), you (or they) will be deemed to have assigned all of your (or other) rights, title and interests in the Innovations, including any intellectual property rights, to us. You and your owners, officers, managers and employees also must cooperate with us in connection with protecting the Innovations, including executing any and all instruments and do any and all acts necessary to establish our ownership of the Innovations.

If you reproduce any items or materials suitable for copyright protection, you must make sure that each item bears a copyright notice in the form specified by us. You must use the Confidential Information only in the manner required by us and in no other manner. This information is strictly confidential, and you may not disclose to any person, or use any of that information for any purposes, except disclosure to a person who has signed and delivered to us a confidentiality agreement and only as necessary in connection with the operation of your Workshop. In addition, you must fully and strictly comply with all security measures required by us for maintaining the confidentiality of all information designated by us as trade secrets.

You will not have the exclusive right to use the Innovations or any of our patents or patent applications, copyrights or Confidential Information, nor will you acquire, by use or otherwise, any right, title or interest in or to the Innovations, the copyrights or the Confidential Information, other than as expressly contained in, and limited by, the Franchise Agreement. Your right to use the Innovations, the claimed subject matter of any patents or patent applications, the copyrights and the Confidential Information is limited and temporary. Upon expiration or termination of the Franchise Agreement, you may not, directly or indirectly, use the Innovations, the claimed subject matter of any patents or patent applications, the copyrights or the Confidential Information in any manner or for any purpose whatsoever.

You must immediately notify us of any conduct that could constitute infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the Confidential Information. We will decide, in our sole discretion, whether to institute any action in connection with infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the Confidential Information, and will control any proceedings and litigation. We are not required to protect your right to use the Innovations, the patents or patent applications, the copyrights or the Confidential Information. We will not indemnify you for losses arising out of your use misuse of the Innovations, patents or patent applications, copyrights, or Confidential Information. There are no material determinations of any administrative body or court, no pending proceedings in any administrative body or court, nor any agreements that limit our ability to license to you the copyrights. We do not know of any patent or copyright infringement that could materially affect you.

We may, in our sole discretion, modify or discontinue use of the Innovations, the claimed subject matter of any patents or patent applications, the copyrights and the Confidential Information and/or use other information and/or rights in their place. If we decide to do so, you must do so also, at your expense.

During the term of the Franchise Agreement, you must maintain, to the extent collected, a current list of the names, home addresses, work addresses, e-mail addresses and telephone numbers of the customers who supply you this information (the “Customer List”). You must provide the Customer List to us upon request. The Customer List will be our property at all times, and you must not disclose the Customer List to any person or entity other than us, or sell the Customer List (or any portion of it) to any person or entity without our express written consent.

You and each of your principals, officers, managers and employees will be bound by certain provisions protecting our proprietary rights.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require you to have at least one owner who will personally supervise the franchised business (“Operations Principal”). If the Franchisee is an individual, this person will be the Operations Principal. We strive to select franchisees who favor and appear committed to a “hands on” and well-informed approach to the business. We strongly recommend that your Operations Principal devote a substantial amount of time to your Workshop, whether or not you hire a manager. Franchisees where the Operations Principal does not devote their full time efforts to the establishment and operation of their Workshops may have lower gross sales, higher operating costs and lesser name recognition in their areas than those franchisees whose Operations Principal’s devote their full efforts to the business. Examples of the types of functions which you might perform include supervisions of employees, staffing, inventory checks, review of sales and costs, bookkeeping and all reasonable efforts to ensure smooth and efficient operations. Unless we grant you permission to have the business supervised by a manager and not the Operations Principal, the business must be directly supervised and managed by the Operations Principal, identified to us and ~~approved~~accepted by us, who has undergone our training program or for whom, based on his or her experience, we have waived this requirement.

If you own multiple franchised businesses, you must have a manager for each franchised business. A manager or Operations Principal who has successfully completed our training program must be present in each franchised business at all times when the Workshop is open. This manager must satisfy our criteria for qualified managers. You are not obligated to offer any equity interest to the manager.

You, if the Franchisee is an individual, or the shareholders, officers, directors, partners, and members, if the Franchisee is a legal entity, and all of those individuals’ spouses must sign our form of non-competition and non-disclosure agreements, as well as personal guarantees of performance in which they will guarantee the performance of the Workshop’s obligations to us. We also require you, if the Franchisee is an individual, or the owners of Franchisee, if Franchisee is a legal entity, to agree to be bound personally by the terms and conditions of the Franchise Agreement. We may also require that your managers sign non-competition and non-disclosure agreements in the form we require. All of your employees, contractors, or agents who have access to our Confidential Information must sign non-disclosure agreements in the form we require.

The people you retain to work in your Workshop will be your agents and employees. They are not our agents or employees and we are not a joint employer of such persons. You will be solely responsible for recruiting and hiring the persons you employ to operate the Workshop and must determine whom to hire, how many people to hire, retain, and train, and how you will compensate such persons. You are responsible for your employees’ and agents’ training, wages, taxes, benefits, safety, schedules, work condition, assignments, discipline, and termination. You must comply with all applicable employment laws. We will not operate your Workshop, direct your employees, or oversee your employment policies or practices. All personnel employed by you in connection with the operation of your Workshop must maintain the brand standards we require.

You must abide by, and require that your employees abide by, any minimum safety standards we establish for the System, including the requirement to wear safety goggles at all

times that you or your employees use a saw or drill press. The Franchise Agreement will require you to acknowledge that there are certain risks and dangers inherent in the Workshop due to the use of saws, drill presses, hammers, paint, and other tools and equipment, and the sawdust and fume inhalation that results from such use, and you must assume all liability associated with such risks and danger. You must require that all customers who visit the Workshop and all of your employees sign safety waivers before using tools or equipment at the Workshop.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are limited to providing our approved products and services according to our Brand Standards, unless otherwise authorized by us. You may sell approved products and services to any customer. However, you must operate the Workshop solely as a brick and mortar service business and, if you receive our prior approval, operate by offering virtual classes, camps, and parties. You agree not to sell any items through telemarketing, computer marketing, internet sales, including mobile apps, mail order catalogs or any other such system, other than sales made through our website and according to our policies. We have the right to add, delete, or change the types of authorized goods and services offered by you in operation of your Workshop.

You will be obligated to offer and sell those new products and to participate in all national, regional, and local promotional program initiatives, campaigns, and giveaways adopted by us in which we require you to participate, and you may bear certain expenses and costs associated with such promotional initiatives, campaigns, and giveaways. You may be required to provide discounted or free classes, products, or other services as part of the promotional initiatives, campaigns, or giveaways, and we will not be required to reimburse you for your costs in providing such discounts or free products or services. We reserve the right to designate which of our franchisees may, or will be required to, participate in new product or service tests, new or modified product or service offerings and other programs and initiatives that we may, from time to time, develop. If we designate you for participation in any such program, initiative or campaign, you must participate when and as required by us. There are no limits on rights to require you to offer and sell those new products or to participate in those programs, initiatives and campaigns.

ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN AGREEMENT	SUMMARY
a. Length of the franchise term	Franchise Agreement § 2(a)	Initial term is 10 years
b. Renewal or extension of the term	Franchise Agreement § 2(b)	One 5-year renewal term provided you satisfy our requirements

PROVISION	SECTION IN AGREEMENT	SUMMARY
c. Requirements for Franchisee to renew or extend	Franchise Agreement § 2(b)	You must be in good standing, current with your payments, and exercise your option within a window of time. You must agree to the terms of the Franchise Agreement then being offered, make required upgrades to your Workshop, secure a sufficiently long lease term, sign a release, and pay your renewal fee of \$5,000. You must agree to the terms of the Franchise Agreement then being offered, which could have materially different terms and conditions than your original contract. The royalty rate and protected territory could be different, but will be no greater than the royalty and protected territory we then impose on similarly situated renewing franchises.
d. Termination by Franchisee	Franchise Agreement §§ 2(c) and 17(e)	For cause, if we breach a material provision of the contract and fail to cure 90 days after written notice then you can terminate with 30 days' notice if you are compliant with the terms of your agreement. Also upon expiration of the franchise term if you do not exercise your option to renew. Subject to state law.
e. Termination by Franchisor without cause	Franchise Agreement N/A <u>Not Applicable</u>	We cannot terminate except for cause.
f. Termination by Franchisor with cause	Franchise Agreement §§ 17(a) -- (c)	<p>Section 17(a) describes events that trigger our right to automatically terminate the Franchise Agreement without providing you with notice or opportunity to cure. Section 17(b) describes causes for termination that warrant a notice but not an opportunity to cure. Section 17(c) describes causes for default, for which you can be terminated if you do not cure the defaults within 15 days of receiving notice.</p> <p>The laws of your state may provide additional rights to you concerning termination of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.</p>

PROVISION	SECTION IN AGREEMENT	SUMMARY
g. "Cause" defined – defaults that can be cured	Franchise Agreement §§ 17(c)	Failure to commence operations; non-payment, unauthorized transfer; public health or safety risk; unauthorized use of marks or system; false books or records; understating amounts owed or inaccurate records; failure to maintain a good credit rating; failure to have sufficient funds in the required account; non-compliance with supplier requirements; repeated customer complaints; other non-compliance. Unless otherwise specified, you have 15 days to totally cure after we deliver you a notice of default.
h. "Cause" defined – defaults that cannot be cured	Franchise Agreement §§ 17(a), <u>and 17(b)</u> , and (e)	<p>Bankruptcy, receivership, attachment, insolvency and the like; abandonment of the business; forfeiting rights to do business or loss of the premises; unauthorized transfer; conviction or proof of a crime; failure to timely transfer after death or disability; two or more defaults in a 12 month period or three or more defaults in a three year period; failure to comply with covenants; material misrepresentations; knowingly maintaining false books and records; material impairment of the goodwill of the System or Marks; misappropriation of franchisee's employee's wages and benefits; loss of required license; acts of abuse or other unlawful conduct; liability for discrimination; committing the same default within six months; commencing operations before being permitted to do so and other violations of the pre-opening requirements; use of any unapproved trademark.</p> <p>A provision in the Franchise Agreement that terminates the franchise upon the bankruptcy of the franchise may not be enforceable under Title 11, U. S. Code Section 101.</p> <p>A default under any Franchise Agreement will be a default under all Franchise Agreements with us.</p>

PROVISION	SECTION IN AGREEMENT	SUMMARY
i. Franchisee's obligations on termination/ non-renewal	Franchise Agreement §§ 11(i), 14, 15, and 18	Cease operations; cease using our confidential information and System; cease using our Proprietary Marks; return our property, including the Manuals; cancel assumed names; pay all sums owed to us; pay us damages and expenses associated with termination; return manuals, policies, standards, and other materials; at our option, assign us the telephone numbers, directory listings, email addresses, and other Online Presences (including domain names and social media accounts) associated with your Workshop; comply with non-competition and confidentiality covenants; cooperate with our lease assignment and purchase rights; unless we take over the Workshop, remove all signs with Proprietary Marks immediately; cease representing self as a present or past AR Workshop franchisee; if you were terminated early, pay us the amount of gift cards liability. We will have a security interest in certain business assets to secure payment of sums, damages, and expenses.
j. Assignment of contract by franchisor	Franchise Agreement § 13(a)	We may freely assign our rights and duties under the Franchise Agreement.
k. "Transfer" by franchisee – definition	Franchise Agreement § 13(b) through <u>13(g)</u>	Broadly defined to include sales, assignments, gifts, pledges, mortgages, encumbrances, or transfer by operation of law. See also the Addendum to Franchise Agreement containing changes to the Conditions of Transfer and Transfer of License in the event you are using Small Business Administration financing.
l. Franchisor's approval of transfer by franchisee	Franchise Agreement § 13(c)	Except for limited circumstances, our prior written approval is required for all transfers and we have a right of first refusal to purchase your business. The franchise can be terminated for non-compliance with the transfer requirements. If we do not exercise our right of first refusal to purchase your business, we will not unreasonably withhold approval of your transfer.

PROVISION	SECTION IN AGREEMENT	SUMMARY
m. Conditions for franchisor's approval of transfer	Franchise Agreement § 13(d)	<p>You must be in compliance with the Franchise Agreement, refurbish the business as we require, and execute a general release. Transferee must have a credit rating, moral character, reputation and business qualifications satisfactory to us, and must meet all then current requirements of new franchisees. Transferee must attend and successfully complete our initial training, assume your gift card liability, and execute the Franchise Agreement and collateral agreements in the then-current form, including personal guarantees. If a sale is involved, you must offer us a 45-day right of first refusal and 90 days advance notice generally. A transfer fee must be paid as follows:</p> <ul style="list-style-type: none"> • Greater of 50% of then-current initial franchise fee or \$15,000 to transfer to a new AR WORKSHOP owner • Greater of 25% of then-current initial franchise fee or \$7,500 to transfer to existing owner in good standing • \$2,000 for intercompany transfers of ownership that result in no change to the controlling owner <p>A finder's fee may also be applicable if we introduce you to the buyer or if the buyer was first our lead as a prospective franchisee.</p>
n. Franchisor's right of first refusal to acquire franchisee's business	Franchise Agreement § 13(c)	45 days. We may assign it to another.
o. Franchisor's option to purchase franchisee's business	Franchise Agreement §§ 13(c), 18(h) and <u>18(k)</u>	<p>We have an option to purchase all or a portion of your Workshop's assets upon termination, expiration, or non-renewal of the Franchise Agreement.</p> <p>Upon termination, expiration, or non-renewal, you may have to assign your lease, phone numbers, directory listings, and other Online Presences to us without compensation.</p>
p. Franchisee's death or disability	Franchise Agreement § 13(h <u>g</u>)	Your interest must be transferred to an approved party within 9 months after your death or disability.

PROVISION	SECTION IN AGREEMENT	SUMMARY
q. Non-competition covenants during the term of the franchise	Franchise Agreement § 14(a) and <u>14(b)</u>	During the term you must not engage in certain competitive activities or undertake certain solicitations. Competitive activities include owning a business that sells classes or programs for the creation of home décor and accessories, that sells DIY kits, or that sells certain goods from a boutique setting. You will be required to get your managerial staff and artists/instructors to agree to follow a substantially similar non-competition covenant. Subject to state law.
r. Non-competition covenants after the franchise is terminated/ expires	Franchise Agreement § 14(<u>ac</u>) and <u>14(bd)</u>	For 2 years after termination or expiration of the franchise, you must not engage in certain competitive activities or undertake certain solicitations within a certain radius of your business or other AR WORKSHOP businesses. Competitive activities include owning a business that sells classes or programs for the creation of home décor and accessories, that sells DIY kits, or that sells certain goods from a boutique setting. You will be required to get your managerial staff and artists/instructors to agree to follow a substantially similar non-competition covenant. Subject to state law.
s. Modification of the agreement	Franchise Agreement § 23(e)	We reserve the right to amend the Franchise Agreement if a change is agreed to by 75% of the then-current franchisees and approved by us; otherwise, no modifications to the Franchise Agreement other than in writing and signed by both parties.
t. Integration/ merger clause	Franchise Agreement § 23(c)	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. Nothing in any Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Franchise Agreement § 21(a)	Except for certain claims, all disputes not first settled informally must be arbitrated in Charlotte, North Carolina, under rules of the American Arbitration Association, subject to applicable state laws.
v. Choice of forum	Franchise Agreement §§ 21(a), <u>21(b)</u> , and <u>21(c)</u>	AAA, Charlotte, North Carolina; North Carolina courts (if any), which provision is subject to state law.

PROVISION	SECTION IN AGREEMENT	SUMMARY
w. Choice of law	Franchise Agreement § 21(g)	North Carolina law, except federal Lanham Act and federal Arbitration Act, which choice of law is subject to state law.

ITEM 18. PUBLIC FIGURES

We use no public figures to promote the franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

Franchised Locations Results - 20222023

The following financial performance representations disclose the annual average, median, high, and low Gross Sales for the period beginning January 1, ~~2022~~2023 and ending December 31, ~~2022~~2023 (“Measurement Period”) of ~~100~~99 Reporting Workshops (defined below). ~~123~~114 franchised locations were open as of December 31, ~~2022~~2023. ~~65~~ of those units are not included in the financial performance representation because the ~~units~~ units opened in ~~2022~~2023 and did not have a full year of operations. 4 units were not included because we did not receive their gross sales data for a portion of the Measurement Period. 6 units were not included due to temporary closure resulting from hurricane, relocation or other. ~~7 units were not included because they failed to meet our minimum operations requirements and brand standards related to summer camp programming.~~ The ~~100~~The ~~99~~ franchised units disclosed in this financial performance representation (i) had opened their Workshop prior to the beginning of the Reporting Period and (ii) were not excluded for any of the above reasons (“Reporting Workshops”).

Table 1

The following table illustrates the Gross Sales for all ~~100~~99 Reporting Workshops during the Measurement Period.

Average Gross Sales	Low Gross Sales	Median Gross Sales	High Gross Sales
\$149,053.06 <u>127,875.56</u>	\$26,909.16 <u>31,882.42</u>	\$141,295.62 <u>119,841.55</u>	\$425,413.79 <u>400,126.42</u>
Number / % of Workshops Surpassing Average Gross Sales	Number / % of Workshops Surpassing Low Gross Sales	Number / % of Workshops Surpassing Median Gross Sales	Number / % of Workshops Achieving High Gross Sales
45 / 45%	99 <u>98</u> / 99%	50 <u>49</u> / 50 <u>49</u> %	1 / 1%

Table 2

The following table illustrates the number and percentage of the ~~10099~~ Reporting Workshops who had revenue within the ranges stated below.

Range of Gross Sales of the Reporting Workshops	Number of Reporting Workshops in the Range	Percentage of Reporting Workshops in the Range
Less than \$100,000	<u>2434</u>	<u>2434</u> %
Between \$100,000 and \$199,999	<u>5657</u>	<u>5658</u> %
Greater than or equal to \$200,000	<u>208</u>	<u>208</u> %

Notes

1. For purposes of the charts above, “Gross Sales” means the total amount of revenue derived from the sale of goods or services that was derived from the operation of the Workshop, including, but not limited to, revenue from the sale of classes and merchandise. “Gross Sales” is before deductions. No part of the Gross Sales reflects payment of Royalty payments, Brand Fund Contributions, local advertising expenditures, or similar payments you must make under your Franchise Agreement. As for group buying services sales, Gross Sales shall include the total gross amount paid by the customer, whether or not such amount is ultimately paid to you or the group buying service.
2. We have not audited these results, which have been reported to us by our franchisees but we have no reasonable basis to question their reliability. There are no material differences in the gross sales of franchise outlets.
3. The Workshops included in this financial performance representation are substantially similar to the Workshops for which we are offering franchises in this disclosure document, and their services are substantially similar to those to be offered and sold by franchised Workshops.

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

Some outlets sold this amount. Your individual results may differ. There is no assurance you will sell as much.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Chief Executive Officer, in writing at 315 Main Street, Suite AA, Pineville, North Carolina 28134, (919) 824-8609, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years ~~2020, 2021, and 2022,~~ and 2023

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised¹	2020	131	138	+7
<u>Franchised¹</u>	2021	138	144	+6
	2022	144	123	-21
Company Owned	2020 <u>2023</u>	3 <u>123</u>	2 <u>114</u>	-1 <u>-9</u>
<u>Company Owned</u>	2021	2	1	-1
	2022	1	1	0
Total Outlets	2020 <u>2023</u>	134 <u>1</u>	140 <u>1</u>	+6 <u>0</u>
<u>Total Outlets</u>	2021	140	145	+5
	2022	145	124	-21
	2023	124	115	-9

Table 2
Transfers from Franchisees to New Owners (Other than the Franchisor)
For years ~~2020, 2021, and 2022,~~ and 2023

STATE	YEAR	NUMBER OF TRANSFERS
Arizona <u>Alaska</u>	2020 <u>2021</u>	1 <u>0</u>
	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>1</u>
<u>Arizona</u>	2021	1
	2022	0
California	2020 <u>2023</u>	1 <u>0</u>
<u>California</u>	2021	2
	2022	0
Florida	2020 <u>2023</u>	0 <u>0</u>
<u>Florida</u>	2021	2
	2022	2
Georgia	2020 <u>2023</u>	0 <u>1</u>
<u>Georgia</u>	2021	2
	2022	0
Kansas	2020 <u>2023</u>	0 <u>0</u>
<u>Kansas</u>	2021	0
	2022	1

¹-Prior to May, 2017, our affiliate ANDERS RUFF, LLC offered license agreements instead of franchise agreements. Thereafter, our affiliate converted its licensing program to franchising. For purposes of the tables in Item 20, the former licensees were counted as franchisees. As of December 31, 2020, our affiliate no longer has any licensees.

¹ Prior to May, 2017, our affiliate ANDERS RUFF, LLC offered license agreements instead of franchise agreements. Thereafter, our affiliate converted its licensing program to franchising. For purposes of the tables in Item 20, the former licensees were counted as franchisees. As of December 31, 2020, our affiliate no longer has any licensees.

STATE	YEAR	NUMBER OF TRANSFERS
<u>Michigan</u>	2020 2023	4 0
<u>Michigan</u>	2021	0
	2022	0
<u>Missouri</u>	2020 2023	0
<u>Missouri</u>	2021	0
	2022	1
<u>New Hampshire</u>	2020 2023	0 1
<u>New Hampshire</u>	2021	1
	2022	0
<u>New Jersey</u>	2020 2023	2 0
<u>New Jersey</u>	2021	0
	2022	0
<u>New York</u>	2020 2023	0 1
<u>New York</u>	2021	1
	2022	1
<u>North Carolina</u>	2020 2023	4 0
<u>North Carolina</u>	2021	3
	2022	1
<u>Ohio</u>	2020 2023	0 5
<u>Ohio</u>	2021	1
	2022	0
<u>Oklahoma</u>	2020 2023	4 0
<u>Oklahoma</u>	2021	1
	2022	0
<u>Pennsylvania</u>	2020 2023	0
<u>Pennsylvania</u>	2021	1
	2022	2
<u>South Carolina</u>	2020 2023	2
<u>South Carolina</u>	2021	0
	2022	1
<u>South Dakota</u>	2020 2023	0 1
<u>South Dakota</u>	2021	0
	2022	1
<u>Tennessee</u>	2020 2023	4 0
<u>Tennessee</u>	2021	0
	2022	1
<u>Texas</u>	2020 2023	0 1
<u>Texas</u>	2021	1
	2022	1
<u>Utah</u>	2020 2023	0 1
<u>Utah</u>	2021	0
	2022	1
<u>Virginia</u>	2020 2023	0
<u>Virginia</u>	2021	1
	2022	1
Totals	2020 2023	10 1
Washington	2021	0
	2022	0
	2023	2
Totals	2021	17
	2022	14
	2023	17

Table 3
Status of Franchised Outlets
For years ~~2020, 2021, and 2022,~~ and 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2020	2	1	0	0	0	0	3
Alabama	2021	3	0	0	0	0	0	3
	2022	3	0	2	0	0	1	0
Alaska	2020 2023	0	0	0	0	0	0	0
Alaska	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020 2023	3 1	4 0	0	0	0	0	4 1
Arizona	2021	4	0	0	0	0	0	4
	2022	4	0	1	0	0	0	3
California	2020 2023	1 3	2 0	0	0	0	4 0	1 2 3
California	2021	12	2	3	0	0	0	11
	2022	11	1	1	0	0	0	11
Colorado	2020 2023	2 1	0	0 2	0	0	0 1	2 8
Colorado	2021	2	1	0	0	0	0	3
	2022	3	0	1	0	0	0	2
Connecticut	2020 2023	4 2	0	0	0	0	0	4 2
Connecticut	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020 2023	4 2 1	0	4 0	0	0	2 0	9 1
Florida	2021	9	1*	2	0	0	0	8
	2022	8	0	0	0	0	0	8
Georgia	2020 2023	6 8	1	0 1	0	0	4 0	6 8
Georgia	2021	6	0	1	0	0	0	5
	2022	5	0	0	0	0	0	5
Idaho	2020 2023	4 5	0 1	0	0	0	0	4 6
Idaho	2021	1	1	0	0	0	0	2
	2022	2	0	1	0	0	0	1
Illinois	2020 2023	0 1	0	0	0	0	0	0 1
Illinois	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Indiana	2020 2023	1	0	0	0	0	0	1
Indiana	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Iowa	2020 2023	4 2	0	0	0	0	0	4 2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
<u>Iowa</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
<u>Kansas</u>	2020 2023	1	0	0	0	0	0	1
<u>Kansas</u>	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0**
<u>Kentucky</u>	2020 2023	0	<u>4</u>	0	0	0	0	<u>4</u>
<u>Kentucky</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
<u>Louisiana</u>	2020 2023	<u>0</u>	<u>4</u>	0	0	0	0	1
<u>Louisiana</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
<u>Maryland</u>	2020 2023	<u>3</u>	<u>2</u>	0	0	0	0	<u>5</u>
<u>Maryland</u>	2021	5	1	0	0	0	0	6
	2022	6	0	2	0	0	0	4
<u>Michigan</u>	2020 2023	<u>7</u>	<u>4</u>	0	0	0	0	<u>8</u>
<u>Michigan</u>	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
<u>Missouri</u>	2020 2023	<u>5</u>	<u>4</u>	<u>0</u>	0	0	0	<u>6</u>
<u>Missouri</u>	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
<u>Montana</u>	2020 2023	<u>4</u>	0	0	0	0	<u>0</u>	<u>4</u>
<u>Montana</u>	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Nebraska</u>	2021	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2022	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Nevada</u>	2020 2023	0	1	0	0	0	0	1
<u>Nevada</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
<u>New Hampshire</u>	2020 2023	1	0	0	0	0	0	1
<u>New Hampshire</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
<u>New Jersey</u>	2020 2023	<u>5</u>	0	0	0	0	0	<u>5</u>
<u>New Jersey</u>	2021	5	0	1	0	0	0	4
	2022	4	0	0	0	0	0	4
<u>New York</u>	2020 2023	<u>5</u>	0	0	0	0	<u>4</u>	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
<u>New York</u>	2021	4	1	0	0	0	1*	4
	2022	4	0	1	0	0	0	3
<u>North Carolina</u>	2020 <u>2023</u>	12 <u>3</u>	10	0	0	0	0	13 <u>3</u>
<u>North Carolina</u>	2021	13	3	1	0	0	0	15
	2022	15	0	2	0	0	1	12
<u>Ohio</u>	2020 <u>2023</u>	8 <u>12</u>	0	0	0	0	0 <u>1</u>	8 <u>11</u>
<u>Ohio</u>	2021	8	0	0	0	0	0	8
	2022	8	1	2	0	0	0	7
<u>Oklahoma</u>	2020 <u>2023</u>	27	0	0	0	0	0	27
<u>Oklahoma</u>	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
<u>Oregon</u>	2020 <u>2023</u>	13	0	0	0	0	0	13
<u>Oregon</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
<u>Pennsylvania</u>	2020 <u>2023</u>	7 <u>1</u>	0	0	0	0	0	7 <u>1</u>
<u>Pennsylvania</u>	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	1	7
<u>South Carolina</u>	2020 <u>2023</u>	8 <u>7</u>	0	1	0	0	0	7 <u>6</u>
<u>South Carolina</u>	2021	7	0	0	0	0	0	7
	2022	7	0	2	0	0	0	5
<u>South Dakota</u>	2020 <u>2023</u>	15	0 <u>1</u>	0 <u>2</u>	0	0	0	14
<u>South Dakota</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
<u>Tennessee</u>	2020 <u>2023</u>	6 <u>1</u>	0	10	0	0	0	5 <u>1</u>
<u>Tennessee</u>	2021	5	0	0	0	0	0	5
	2022	5	0	1	0	0	1	3
<u>Texas</u>	2020 <u>2023</u>	53	10	20	0	0	0	43
<u>Texas</u>	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
<u>Utah</u>	2020 <u>2023</u>	15	10	10	0	0	0	15
<u>Utah</u>	2021	1	1	0	0	0	0	2
	2022	2	0	1	0	0	0	1
<u>Virginia</u>	2020 <u>2023</u>	7 <u>1</u>	30	0 <u>1</u>	0	0	0	100
<u>Virginia</u>	2021	10	0	0	0	0	0	10
	2022	10	0	3	0	0	0	7
<u>Washington</u>	2020 <u>2023</u>	47	0	0	0	0	0	47

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
<u>Washington</u>	2021	4	1	0	0	0	0	5
	2022	5	0	1	0	0	0	4
<u>Wisconsin</u>	2020 2023	14	0	0	0	0	0	12
<u>Wisconsin</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
Totals	2020 2023	13 10	1 8	6	0	0	5 0	13 80
<u>Totals</u>	2021	138	15	8	0	0	1	144
	2022	144	6	22	0	0	54	123
	2023	123	4	10	0	0	3	114

* In 2021, one franchisee transferred its business in New York to a franchisee who opened the business in Florida. For purposes of Item 19 and Item 20 we account for this as a closure in New York and an opening in Florida.

** In 2022, one franchisee transferred its business in Kansas to a new franchisee. The franchise was terminated subsequent to the transfer to new franchisee. We account for this as a transfer and a termination.

Table 4
Status of Company-Owned Outlets
For years ~~2020, 2021, and 2022,~~ and 2023

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
<u>North Carolina</u>	<u>2020</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>
<u>North Carolina</u>	<u>2021</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
<u>North Carolina</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Totals	2020 <u>2023</u>	3 <u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>
Totals	<u>2021</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
Totals	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Totals	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

Table 5
Projected Openings as of December 31, ~~2022~~2023
For Year ~~2023~~2024

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED (as of December 31, 2022 <u>2023</u>)	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR (2023 <u>2024</u>)	PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR (2023 <u>2024</u>)
<u>Alabama</u> <u>Florida</u>	<u>0</u> <u>1</u>	<u>1</u>	<u>0</u>
<u>Florida</u>	<u>1</u>	<u>2</u>	<u>0</u>
<u>Georgia</u> <u>Massachusetts</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>New York</u> <u>Mexico</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>North</u> <u>South Carolina</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>Pennsylvania</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>South Carolina</u> Totals	1	4	0
<u>Texas</u>	<u>0</u>	<u>1</u>	<u>0</u>
Totals	2	9	0

Among the attached Exhibits you will find:

Exhibit B-1 WORKSHOP DIRECTORY/Listing of Current Franchisee lists the names of all current franchisees and the addresses and telephone numbers/emails of their outlets as of December 31, ~~2022~~2023.

Exhibit B-2 LISTING OF CERTAIN PAST FRANCHISEES lists the name, city, state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had a Workshop terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10

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

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

There are no independent franchisee organizations that have asked to be included in this disclosure document. We have not created, sponsored, or endorsed any trademark specific franchisee organization.

ITEM 21. FINANCIAL STATEMENTS

Exhibit C of this Disclosure Document contains audited financial statements for the period ending December 31, ~~2022~~2023, December 31, ~~2021~~2022, and December 31, ~~2020~~2021. Our fiscal year ends December 31.

ITEM 22. CONTRACTS

Copy of the following contracts or documents are also attached as Exhibits to the Disclosure Document:

Exhibit A	AR WORKSHOP FRANCHISE AGREEMENT with Franchise Rider, Lease Rider, Personal Guaranty, Nondisclosure and Noncompetition Agreement, <u>Nondisclosure and Non-solicitation Agreement</u> , Telephone Listing and Internet Authorization Agreement, Internet, Social Media and Telephone Assignment.
<u>Exhibit F</u>	<u>General Release Agreement</u>
<u>Exhibit G</u>	<u>Agreement and Conditional Consent to Transfer</u>
<u>Exhibit H</u>	<u>First Addendum to Renewal Franchise Agreement</u>
<u>Exhibit I</u>	<u>Accountant Authorization</u>
<u>Exhibit K</u>	<u>ACH/EFT Transfer Agreement</u>

ITEM 23. RECEIPT

You will find copies of a detachable receipt in Exhibit L at the very end of this disclosure document. Please sign both acknowledging receipt of this disclosure document and return one of them to us for our files.

EXHIBIT A

**AR WORKSHOP FRANCHISING, LLC
FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT
TABLE OF CONTENTS**

	PAGE
RECITALS:	1
1. Grant.....	1
2. Term, Expiration, and Additional License Period.....	2
3. Franchise Fees and Payments.....	4
4. Franchisor Services.....	6
5. Territorial Provisions.....	8
6. Premises.....	9
7. Proprietary System and Marks; Franchisor Property Rights.....	10 <u>11</u>
8. Advertising.....	13
9. Telephone Number.....	18 <u>19</u>
10. Construction, Design, Appearance, and Equipment.....	18 <u>19</u>
11. Operations, Standards of Quality, Inspections.....	20 <u>21</u>
12. Products; Services.....	32 <u>34</u>
13. Transfer; Franchisor’s Right of First Refusal.....	33 <u>35</u>
14. Covenants Against Unfair Competition and Non-Solicitation Covenants.....	38 <u>40</u>
15. Trade Secrets and Confidential Information.....	43 <u>44</u>
16. Insurance.....	43 <u>45</u>
17. Termination.....	45 <u>46</u>
18. Obligations Upon Termination or Expiration.....	50 <u>51</u>
19. Independent Contractor; Indemnification.....	52 <u>54</u>
20. Franchisee Representations.....	53 <u>56</u>
21. Governing law; Jurisdiction and Venue.....	57 <u>60</u>
22. Notices.....	59 <u>62</u>
23. Miscellaneous.....	60 <u>63</u>

Attachment 1 Franchise Rider

Attachment 2 Lease Rider

Attachment 3 Personal Guaranty and Agreement to Be Bound Personally By The Terms and Conditions of the Franchise Agreement

Attachment 4A Noncompetition Agreement

Attachment 4 ~~4B~~ Nondisclosure and ~~Noncompetition~~Non-Solicitation Agreement

Attachment 5 Telephone Listing and Internet Authorization Agreement

Attachment 6 Internet, Social Media, And Telephone Assignment

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into as of _____ by and between AR WORKSHOP FRANCHISING, LLC, a South Carolina limited liability company (“Franchisor”) and _____, a _____ (the “Franchisee”). If the Franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions to this Agreement also apply to its owners, including members, shareholders, and partners (“Owners”).

RECITALS:

A. Franchisor has expended time, money and effort to develop a unique system for operating a boutique do-it-yourself (“DIY”) creative workshop (“Workshop”) offering hands-on classes to create customizable home decor pieces out of raw materials including wood, canvas and other media, as well as offering for sale to patrons on-trend curated home décor accessories, jewelry and other items. (The methods of operation, know how, experience and form of operation acquired, devised and/or established by Franchisor are referred to herein as the “System”; the chain of current and future **AR WORKSHOPS** are referred to herein as the “Chain”).

B. The distinguishing characteristics of the System include the names “**AR WORKSHOP**” and “**ANDERS RUFF WORKSHOP**,” copyrighted home décor and other designs, an integrated website to streamline registration and payment processing, distinctive décor scheme and a detail oriented interior design plan, including eye-catching and custom functional décor through the workshop that was designed with re-purposing in mind that encompasses Franchisor’s values and mission of being truly DIY, standards, specifications, and procedures for operations, training and assistance, advertising and promotional programs, and consistency and uniformity of products and services, all of which may be improved, amended and further developed by Franchisor from time to time.

C. Franchisor identifies its goods and services with certain service marks, trade names and trademarks, including, but not limited to, the “**AR WORKSHOP**” trademark (federal trademark registered on December 4, 2018, registration number 5620195), as well as certain other trademarks, service marks, slogans, logos and emblems which have been and which may hereafter be designated by Franchisor for use in connection with the System (the “Marks”).

D. Franchisee desires to obtain a license from Franchisor for use of the Marks and the System solely for the operation of a business at the location listed below (the “Workshop”), and Franchisee desires to use the Marks and the System, and other benefits derived from this license relationship strictly in accordance with the provisions set forth below.

NOW, THEREFORE, in consideration of the recitals and the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant.

Franchisor hereby grants to Franchisee, on the terms and conditions contained in this Agreement, and Franchisee accepts from Franchisor, a license (“License”) to establish, own, and operate under the System, one Workshop at the location (“Location”) specified in the Franchise Rider attached hereto as Attachment 1. Franchisee agrees to identify the Workshop and all of the items Franchisee sells or offers for sale only by the Marks. Franchisee has no right to use the System or the Marks for any purpose other than as expressly provided herein.

EXHIBIT A - 1

Pursuant to this grant, Franchisee, at its own expense, shall construct or remodel, and equip, staff, open and operate the Workshop at the Location, in accordance with this Agreement. Unless otherwise agreed in a writing executed by Franchisor, Franchisee shall commence operating the Workshop within twelve (12) months after the execution of this Agreement, and shall diligently operate such business in accordance with this Agreement for the Term stated herein. Failure to timely open the Workshop shall constitute an event of default under the Agreement.

Franchisor and Franchisor's affiliates reserve any and all rights not expressly granted to Franchisee under this Agreement, including, without limitation, the right to sell anywhere (including within the protected Territory) products and services (including to Franchisee's customers) under the "AR WORKSHOP" name, or under any other name, through any channel of distribution other than a brick-and-mortar workshop. For the purposes of this Agreement, the use of the term "affiliate" shall mean an entity's subsidiary or parent and an entity controlled by, controlling, or under common control with, another entity.

2. Term, Expiration, and Additional License Period.

(a) Initial Term. The initial term of this Agreement shall commence upon the execution of this Agreement, and shall expire at midnight on the day preceding the tenth annual (10th) anniversary date of execution of this Agreement (the "Term" or the "Initial Term"), unless this Agreement has been sooner terminated in accordance with the terms and conditions herein.

(b) Additional License Period. Upon expiration of the Initial Term, Franchisee will have the right to be granted a renewal of the License for a maximum of one (1) additional consecutive period of five (5) years from date of expiration on the Initial Term (the "Renewal Term"); and provided that Franchisee meets the conditions for renewal specified below. Franchisee will have no further right to operate the Workshop following the expiration of the final Renewal Term unless Franchisor grants Franchisee another franchise or agrees to further renewals, in Franchisor's sole discretion. As necessary, the renewal franchise agreement may be amended to reflect this provision. If this Agreement is a renewal agreement, the renewal provisions in Franchisee's original franchise agreement will dictate the length of the term of this Agreement as well as Franchisee's remaining renewal rights, if any. Subject to the above, Franchisee may enter into a Renewal Term provided the following conditions have been met:

(i) Notice. Franchisee has given Franchisor written notice of its intent to renew the License not less than ~~sixnine (69)~~ months nor more than ~~ninetwelve (912)~~ months prior to the expiration of the Initial Term; ~~provided that if Franchisor has not received notice from Franchisee of its desire to renew within such period, Franchisor will notify Franchisee in writing and Franchisee shall have a period of ten (10) days from the date notice is given to provide Franchisor with notice of its intent to renew;~~

(ii) Compliance. Franchisee is not in default of any of the provisions of this Agreement both at the time Franchisee gives notice of its intent to exercise its rights under the terms of this Section 2(b) and at the commencement of the Renewal Term;

(iii) Debts Current. All debts and obligations of Franchisee under this Agreement shall be current, including but not limited to Franchisee's obligations to make contributions to the Brand Fund (as defined hereinbelow) and each Cooperative (as defined herein) of which Franchisee is a member;

(iv) Notice of Default. Franchisee has not received more than three (3) notices of default during any consecutive twelve-month (12) month period during the Initial Term;

(v) Renewal Agreement. Franchisee, its Owners, and guarantors execute and deliver to Franchisor, within thirty (30) days after delivery to Franchisee, the then-current form of the AR WORKSHOP Franchise Agreement, including all exhibits and Franchisor's other then-current ancillary agreements, which agreements shall supersede this Agreement in all respects, and the terms, conditions, obligations, rights, and other provisions of which may substantially differ from those in this Agreement (including, for example, different performance standards, fee structures, increased fees, and/or reduced territory protections) (collectively, the "Renewal Agreement");

(vi) Continued Possession. Franchisee secures the right to continue possession of the Premises (as defined herein) for a period at least equal to the term of the Renewal Agreement, or alternatively Franchisee secures premises at another location ~~approved~~accepted by Franchisor for the same period;

(vii) Renewal Fee. Franchisee has paid to Franchisor a renewal fee equal to Five Thousand Dollars (\$5,000.00), which fee shall be due in immediately available funds upon the execution of the Renewal Agreement;

(viii) Release. ~~Franchisee, its Owners, and its guarantors; guarantors of the Franchisee; for themselves and on behalf of their respective predecessors, parents, affiliates, subsidiaries, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, personal representatives, heirs, executors, administrators, successors, and assigns (collectively, "Releasers")~~ execute and deliver to Franchisor a general release, in the form prescribed by Franchisor, releasing, to the fullest extent permitted by law, all claims that ~~Franchisee~~Releasers may have against Franchisor ~~and its; Franchisor's predecessors, parents, affiliates and subsidiaries, and subsidiaries; and their respective shareholders, members, partners, officers, directors, shareholders, members and managers, employees, agents, representatives, attorneys, accountants, guarantors, successors, and assigns,~~ in both their corporate and individual capacities; and

(ix) Renovation. Franchisee shall make or provide for in a manner satisfactory to Franchisor, such renovating, upgrading, or re-equipping of the Workshop as Franchisor may require, including, without limitation, renovation, replacement, and/or upgrading of signs, equipment, furnishings, technology, Computer Systems, fixtures and decor, to reflect the then-current standards and image of the System.

(c) Failure to Act. If Franchisee fails to perform any of the acts set forth in subsections (i) through (ix) of Section 2(b) in a timely fashion, such failure will be deemed an election by Franchisee not to exercise its right to enter into a Renewal Agreement, and will cause Franchisee's right to enter into a Renewal Agreement to expire without further notice or action by Franchisor.

(d) Expiration. Renewal of the License after the Initial Term shall not constitute a renewal or extension of this Agreement, but shall be conditioned upon satisfaction of the above provisions and shall, upon expiration of the Initial Term, be governed by the Renewal Agreement

then executed by Franchisee. If Franchisee fails to meet any of the conditions under this Section 2 with respect to renewal of the License, then the License shall automatically expire at the end of the Initial Term.

(e) Continued Operation Following Expiration. Unless Franchisee exercises its option to renew the License granted under this agreement in accordance with this Section, Franchisee has no right to continue to operate the Workshop after the expiration of this Agreement. If Franchisor permits Franchisee to continue to operate the Workshop after the expiration of this Agreement, but before the execution by Franchisee of a Renewal Agreement for a new term as required by Section 2(eb) above, then the temporary continuation of the operations Workshop will be on a month-to-month basis extension of this Agreement and all of its terms, and will be terminable at Franchisor's will by giving Franchisee written notice of termination at least thirty (30) days before the termination is effective. If Franchisor allows Franchisee to continue to operate the Workshop on a month-to-month basis extension of this Agreement and all of its terms after termination, non-renewal, or expiration of this Agreement for any reason, then Franchisee must pay to Franchisor weekly an additional fee equal to the greater of One Thousand Dollars (\$1,000) or One Hundred Fifty Percent (150%) of the Continuing Royalty due for the same week for every week of month-to-month operation after the expiration of this Agreement, up to Franchisor's then-current initial franchise fee, which fee shall be in addition to Continuing Royalty, Brand Fund contributions, and any other payments due to Franchisor under this Agreement. If applicable law requires a longer notice period, the thirty (30) day period will be deemed modified to be the shortest notice period required by such laws.

3. Franchise Fees and Payments.

(a) Initial Franchise Fee, Royalties, and Other Payments. In consideration of Franchisor's execution of this Agreement and the services that Franchisor will perform, Franchisee agrees to pay to Franchisor the following fees in such manner and on or before such dates as Franchisor may from time to time designate (each a "Due Date"):

(i) Initial Franchise Fee. An initial franchise fee in the amount set forth on Attachment 1 hereto ("Initial Franchise Fee"). The Initial Franchise Fee shall primarily compensate Franchisor for Franchisor's pre-opening obligations under this Agreement. The parties recognize the value of the Initial Franchise Fee approximates the market value of the pre-opening services. The Initial Franchise Fee shall be deemed earned upon receipt. However, if Franchisee, the Operations Principal, or the Manager fails to take or pass (as determined in Franchisor's sole judgment) any of Franchisor's required initial training and Franchisor exercises its right to terminate this Agreement, Franchisor may, but is not obligated to, refund to Franchisee Ten Thousand Dollars (\$10,000) promptly after the termination.

(ii) Continuing Royalty. In further consideration of the grant of the License and in consideration of Franchisor's ongoing services to Franchisee, Franchisee agrees to pay to Franchisor a monthly continuing royalty fee (the "Continuing Royalty"), as set forth on Attachment 1 attached hereto. The Continuing Royalty is due and payable in one (1) installment on or before the Seventh (7th) day of each month during the Term or such other date as may be determined by Franchisor with sixty (60) days' advanced written notice to Franchisee.

(iii) Technology Fee. On each Due Date, Franchisee will be required to pay Franchisor's then-current monthly technology fee for the storage, hosting, support and

management of shared digital assets and files, development and maintenance of the function, design and ongoing development of Franchisor's website, including IT training and costs associated with that support ("Technology Fee"). The website allows Franchisee to perform scheduling functions and access new designs and projects. Franchisor has the right to increase the Technology Fee with thirty (30) days' notice to Franchisee based on supplier pricing increases, modification to or upgrades of the technology used in the System, and introduction of new technology.

(iv) Marketing Software Fee. On or before the dates Franchisor designates, Franchisee shall be required to pay to Franchisor a fee for marketing software ("Marketing Software Fee"). The Marketing Software Fee is currently Four Hundred Twenty Dollars (\$420) per year, but Franchisor has the right to increase the Marketing Software Fee with thirty (30) days' notice to Franchisee.

(v) Supplier Fees. If Franchisor or any of its affiliates is the designated supplier for any required product or service for the Workshop, Franchisee shall pay Franchisor's or its affiliates' then-current rates for such products and services.

(vi) Shared Fees. Franchisor reserves the right to have suppliers bill it or an affiliate for goods and services that benefit the network of AR WORKSHOP franchisees. Franchisee agrees to pay Franchisor Franchisee's pro rata share of the costs and fees of these goods and services.

(b) Franchisee's Account. On each Due Date, Franchisee must pay Franchisor the fees set forth above, as well as any other amounts due to Franchisor under this Agreement or any other agreement between Franchisor and Franchisee. Franchisor may instead transfer these amounts due from the Franchisee's bank operating account ("Account"). Franchisee's sales report, in the form designated by Franchisor, shall be submitted to Franchisor on or before the fifth (5th) day of each month during the Term or such other date determined by Franchisor with sixty (60) days' advanced written notice to Franchisee. If a transfer from Franchisee's Account is refused, an administrative fee of Fifty Dollars (\$50) will be assessed, as well as reimbursement to Franchisor of any fee its bank charges for uncollected deposit funds. If Franchisee has not reported Gross Sales to Franchisor for any fiscal period, Franchisor will transfer from the Account an amount calculated in accordance with its estimate of the Gross Sales during the fiscal period. If, at any time, Franchisor determines that Franchisee has underreported its Gross Sales, or underpaid the royalty fee or other amounts due to Franchisor under this Agreement, or any other agreement, Franchisor shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited to the Account effective as of the first reporting date after Franchisor and Franchisee determine that such credit is due. Alternatively, Franchisor shall have the right in lieu of the royalty report submission procedure outlined above to obtain Gross Sales data derived directly from electronic communication with any point of sale system established by Franchisee.

Franchisor may, but is not obligated to, require Franchisee to remit payment of the Continuing Royalty and other fees by electronic funds transfer ("EFT"). In connection with payment of the royalty fee by EFT, Franchisee shall: (1) comply with procedures specified by Franchisor in the Manuals; (2) perform those acts and sign and deliver those documents as may be necessary to accomplish payment by EFT as described in this Section; (3) give Franchisor an authorization in the form designated by Franchisor to initiate debit entries and/or credit correction entries to the

Account for payments of the royalty fee and other amounts payable under this Agreement, including any interest charges; and (4) make sufficient funds available in the Account for withdrawal by EFT no later than the Due Date for payment thereof; and (5) maintain a single bank account to make all payments required by this Agreement. Franchisee must advise Franchisor at least fifteen (15) business days prior to any change in Franchisee's bank account or financial institution; no such change will be permitted without the prior written authorization of Franchisor. To ensure the orderly electronic transfer of the royalties and all other fees as outlined in this Section, Franchisee will enter into and maintain a banking agreement with the financial institution which will be responsible for the transfer and payment of the fees owed by Franchisee to Franchisor, and a copy of that agreement will be submitted to Franchisor prior to the effective date of this Agreement. Franchisee shall not withhold any payments required to be made under this Agreement on any grounds, including any allegations of Franchisor's non-performance.

Failure by Franchisee to have sufficient funds in the Account shall constitute a default of this Agreement and may subject this Agreement to termination for cause as hereinafter set forth.

(c) Application of Fees. If Franchisee is delinquent in the payment of any obligation to Franchisor, its subsidiaries, affiliates or designees, then Franchisor (or such subsidiaries, affiliates or designees), will have the right to apply any payment from Franchisee to any obligation due, including the oldest obligation due, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to such application.

(d) Inflation Adjustments. Franchisor and its affiliates reserve the right to increase the amount of any fee provided for hereunder, including, without limitation, the Continuing Royalty or Brand Fund Fee, due Franchisor or an affiliate under this Agreement or a related agreement ("Inflation Adjustment"). An Inflation Adjustment shall be in relation to the changes in the Consumer Price Index (U.S. Average, all items) maintained by the U.S. Department of Labor, the cost-of-living-adjustment ("COLA") using the COLA factors determined by the United States Department of Labor, or such other measure determined reliable by Franchisor. Franchisor will notify Franchisee of the amount or percentage adjustment thirty (30) days prior to their effective date.

(e) No Offset or Retention of Funds. Franchisee may not offset or withhold payments owed to Franchisor or any of its affiliates for amounts purportedly due to Franchisee or its affiliates as a result of any dispute of any nature or otherwise, but will pay such amounts to Franchisor or its affiliates and only thereafter seek reimbursement.

(f) Late Fee and Interest. In the event that the Franchisee fails to pay to Franchisor any required fee by the date that such fee is due or timely file any required report, Franchisor shall have the right to charge Franchisee an additional late fee in the amount of One Hundred Dollars (\$100) per occurrence. If Franchisee fails to pay the full amount of the Continuing Royalty or any other amount due to Franchisor under this Agreement when due or Franchisee has insufficient funds to cover the electronic transfer when initiated by Franchisor, Franchisee shall pay interest on the amount due and unpaid at an interest rate equal to the lower of eighteen percent (18%) or the maximum interest rate allowed by law.

4. Franchisor Services.

(a) Franchisor Services. During the Term, Franchisor agrees to provide to Franchisee the following services:

(i) Specifications. To the extent Franchisor has specifications, Franchisor shall provide specifications for (1) the design of the Workshop and related facilities to be used in the operation of the Workshop and (2) fixtures, furnishings, decor, signs, equipment, Computer Systems (as defined below), products and materials to be used in the operation of the Workshop.

(ii) Suppliers. To the extent Franchisor has approved suppliers, Franchisor shall provide, at no expense to Franchisee, (1) a list of equipment, supplies, products and services for the Workshop, (2) a list of recommended, approved, or required vendors or suppliers of such, provided that Franchisor reserves the right to amend and/or modify such list(s) at any time.

(iii) Initial Training. Franchisor shall provide a single pre-opening management and operations training program for the Operations Principal and one (1) additional staff member approved by Franchisor. Franchisee shall be responsible for all expenses incurred by such persons in connection with training, including, without limitation, all cost of travel, lodging, meals and wages; provided that tuition fee for the training program for the Operations Principal and one (1) additional staff member is included in the Initial Franchise Fee, so long as both individuals attend training at the same time. If Franchisee is approved to bring additional people to the pre-opening training, Franchisee will pay Franchisor's then-current initial training fee for each additional person.

(iv) Additional Training. Franchisor shall provide such other training ~~for employees of~~ Franchisee at the locations and for such periods as may be designated by Franchisor from time to time. Additionally, Franchisee may request additional training for its Owners ~~or employees~~. For additional training, Franchisee shall be responsible for all expenses incurred by attendees of the additional training, including, without limitation, all cost of travel, lodging, meals and wages and for any further fees required by Franchisor.

(v) Advice. At Franchisee's reasonable request, Franchisor will promptly provide such advice and information as it considers reasonably appropriate to assist Franchisee with all methods and procedures associated with the System, marketing and advertising, management and administration, and the use and application of products and services. Franchisee understands and agrees that such advice and information may be rendered by phone, electronically, through the Manuals, training and/or by such other means as Franchisor deems appropriate in its sole discretion. Franchisor may, in its discretion, convene meetings of franchisees as it considers necessary or appropriate, in its discretion. If Franchisee requests advice, information, or assistance at a level greater than what is provided to other franchisees, Franchisor reserves the right to charge Franchisee its then-current training fee.

(vi) Information. Franchisor shall communicate to Franchisee information relating to the operation of a Workshop, and to the extent necessary or pertinent to the operation of the Workshop, Franchisor's know-how, new developments, techniques and improvements in the areas of management, ~~employee training~~, marketing, classes and customer service.

(b) Legal Expenses. Franchisor may in certain situations incur legal expenses while providing assistance to Franchisee with respect to, without limitation, lease negotiations, or other legal compliance issues. Such assistance may be at the request of Franchisee or required by Franchisor and may be provided by Franchisor in-house or by outside counsel; provided however,

that Franchisor shall have the sole discretion as to whether or not to provide legal assistance. In the event Franchisor does incur legal expenses on behalf of Franchisee, Franchisee shall reimburse Franchisor for such expenses immediately upon notice from Franchisor. Franchisor may, at its option, be reimbursed by EFT.

(c) Acknowledgement. **FRANCHISEE AGREES THAT FRANCHISOR IS NOT OBLIGATED TO PROVIDE ANY TRAINING OR ASSISTANCE TO FRANCHISEE'S PARTICULAR LEVEL OF SATISFACTION, BUT AS A FUNCTION OF FRANCHISOR'S EXPERIENCE, KNOWLEDGE AND JUDGMENT. FRANCHISEE ALSO ACKNOWLEDGES THAT FRANCHISOR IS NOT OBLIGATED TO PROVIDE ANY SERVICES TO FRANCHISEE THAT ARE NOT SET FORTH IN THIS AGREEMENT. IF FRANCHISEE BELIEVES FRANCHISOR HAS FAILED TO ADEQUATELY PROVIDE ANY PRE-OPENING SERVICES TO FRANCHISEE OR TO FRANCHISEE'S EMPLOYEES, WHETHER WITH RESPECT TO SITE SELECTION, SELECTION AND PURCHASE OF EQUIPMENT AND SUPPLIES, TRAINING, OR ANY OTHER MATTER AFFECTING THE ESTABLISHMENT OF FRANCHISEE'S WORKSHOP, FRANCHISEE MUST NOTIFY FRANCHISOR IN WRITING WITHIN THIRTY (30) DAYS FOLLOWING THE OPENING OF FRANCHISEE'S OUTLET OR FRANCHISEE WILL BE DEEMED TO CONCLUSIVELY ACKNOWLEDGE THAT ALL PRE-OPENING AND OPENING SERVICES REQUIRED TO BE PROVIDED BY FRANCHISOR WERE SUFFICIENT AND SATISFACTORY IN FRANCHISEE'S JUDGMENT, AND COMPLIANT WITH ALL REPRESENTATIONS MADE TO FRANCHISEE. IF FRANCHISEE FAILS TO SO NOTIFY FRANCHISOR, FRANCHISEE WILL BE DEEMED TO HAVE WAIVED ALL CLAIMS RELATING TO OR ARISING FROM FRANCHISOR'S OBLIGATIONS TO PROVIDE PRE-OPENING ASSISTANCE.**

5. Territorial Provisions.

(a) Territory. Subject to the provisions of this Section 5, provided Franchisee is in compliance with its obligations under this Agreement, Franchisor agrees that during the Term it will not locate nor license another to locate a Workshop within the territory set forth on Attachment 1 hereto (the "Territory"). Until such time as the Location is identified and agreed upon in the Lease Rider or in the Site Selection ~~Approval~~Acceptance Letter (as defined in the Franchise Rider), no Territory will be granted to Franchisee and Franchisor shall have the right to locate other franchises anywhere Franchisor determines without interfering with any territorial rights of Franchisee. Franchisee expressly acknowledges that all workshops (whether owned by Franchisor, Franchisee or other System franchisees) may solicit business from customers without regard to the customers' geographic location. Franchisor does not warrant or represent that no other workshop will solicit or make any sales within the Territory, and Franchisee hereby expressly acknowledges and agrees that such solicitations or sales may occur within the Territory. Franchisor shall have no duty to protect Franchisee from any such sales, solicitations, or attempted sales. Franchisee recognizes and acknowledges that (i) it will compete with other workshops which are now, or which may in the future be, located near or adjacent to Franchisee's Territory, and (ii) that such workshops may be owned by Franchisor, its affiliates, and/or third parties. Franchisee further acknowledges that only Franchisor shall be permitted to solicit business from customers by means of computerized or other electronic remote-entry ordering systems (such as, for example, the internet, phone, or mobile applications) capable of accepting orders placed from within or outside the Territory. Franchisee further acknowledges that only Franchisor shall be permitted to solicit business from customers by means of traveling to the customers' locations or businesses by means of, for example, trailers or trucks, whether within or outside the Territory.

(b) Reservation of Rights. Franchisor grants franchises and the rights to develop and operate a Workshop only pursuant to the express terms of written agreements and not orally. All rights that are not granted to Franchisee in this Agreement are specifically reserved to Franchisor, and Franchisor will not be restricted in any manner from exercising them nor will Franchisor be required to compensate Franchisee should Franchisor exercise them. This includes the right, directly or through others and regardless of either (a) proximity to Franchisee's Workshop or Territory or (b) any actual or threatened impact on sales of Franchisee's Workshop to:

(i) use the Marks and System in connection with establishing and operating Workshops at any location outside the Territory;

(ii) use the Marks or other marks in connection with selling or distributing any goods (including branded merchandise) or services anywhere in the world (including within the Territory), whether or not Franchisee also offers them, through channels of distribution other than a brick-and-mortar Workshop (including, for example, other permanent or temporary retail locations, kiosks, carts, trucks, catalogs, mail order, or the internet or other electronic means);

(iii) acquire, establish or operate, without using the Marks, any business of any kind at any location anywhere in the world (including within the Territory);

(iv) use the Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere in the world (including within the Territory); and

(v) use and distribute, in any way, to any party, within or outside the Territory, the Client List and all related emails and other contact information generated by the Workshop or any other AR WORKSHOP business, subject to applicable laws and regulations.

(c) Alternate Channels of Distribution. Franchisee may offer and sell approved products and services only from the Workshop, except as Franchisor otherwise approves in advance, and in such event only in accordance with the requirements of this Agreement and the procedures set forth in the Manuals. Franchisee may not offer or sell products through any other means or locations, including via the internet. Franchisee shall only offer or sell products and services to retail customers for their use and consumption and not for resale.

6. Premises.

Franchisee shall obtain Franchisor's ~~approval~~acceptance of the Location. The building at the ~~approved~~accepted Location that will serve as the premises for operations of the Workshop (the "Premises") is subject to the following:

(a) Leased Premises. Franchisor is not obligated to assist Franchisee in locating a site location or in advising Franchisee in negotiating an acceptable lease. Within six (6) months days after the Effective Date of this Agreement, Franchisee shall acquire or lease, at Franchisee's expense, commercial real estate that is properly zoned for the operation of the Workshop. Failure by Franchisee to acquire or lease a site for the Workshop within the time required herein shall constitute a default under this Agreement, and Franchisor, in its sole discretion, may terminate the Franchise Agreement pursuant to the terms of Section 17 of this

Agreement. If Franchisee intends to lease the Premises, Franchisee shall submit up to three (3) site locations for Franchisor's ~~approval~~acceptance, which ~~approval~~acceptance shall not be unreasonably withheld. Franchisee shall submit to Franchisor executed copies of all such leases immediately after execution and at such other times as Franchisor may request. The term of the leases plus all options for Franchisee to renew shall together equal or exceed the Term. All leases pertaining to the Premises shall also include an Addendum in the form of Attachment 2 hereto, or shall contain terms and conditions substantially similar to those contained in Attachment 2 which Franchisor has ~~approved~~accepted in writing. Franchisor shall not represent Franchisee in a legal capacity and advises Franchisee to seek independent legal counsel in the review and negotiation of its lease agreement.

(b) Owned Premises. If Franchisee intends to own the Premises, Franchisee shall obtain ~~approval~~acceptance of the Premises from Franchisor and furnish Franchisor proof of ownership prior to the date Franchisee commences any construction, build-out or remodeling of the Premises. In the event that the Franchisee proposes to lease the Premises from any owner, guarantor, shareholder, member, manager, partner, director, or officer of Franchisee, or from any person or entity related to or affiliated with Franchisee or one or more of Franchisee's owners, guarantors, shareholders, members, partners, directors, or officers (the "Related Party"), Franchisor may require the Related Party to sign this Agreement and/or separate agreements for the purpose of binding the Related Party to applicable provisions of this Agreement, as determined by Franchisor. Franchisee shall also execute a written lease agreement ~~approved~~accepted by Franchisor with the Related Party and deliver a copy to Franchisor. The terms of any such lease must comply with the terms set forth in Section 6(a).

(c) Premises Identification. Regardless of whether the Premises are owned or leased, Franchisee shall remove all signs and other items and indicia which serve, directly or indirectly, to identify the Premises as a Workshop within ten (10) days of the expiration, non-renewal, or termination of this Agreement for any reason, unless Franchisor instructs otherwise. In the event Franchisee does not comply with this requirement, Franchisor may enter the Premises, without being guilty of trespass and without incurring any liability to Franchisee, to remove all signs and other items identifying the Premises as a Workshop and to make such other modifications as are reasonably necessary to protect the Marks and AR WORKSHOP, and to distinguish the Premises from AR WORKSHOP workshops. Provided, however, that this obligation of Franchisee shall be conditioned upon Franchisor giving Franchisee prior written notice of the modifications to be made and the items to be removed.

(d) Suitability of Premises. Regardless of whether the Premises are owned or leased, it shall be the responsibility of Franchisee to determine that the Premises can be used, under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement. Franchisee shall obtain all permits and licenses that may be required to construct, remodel and operate the Workshop, including any necessary alcoholic beverage licenses. Franchisee agrees that the Premises will not be used for any purpose other than the operation of the Workshop in compliance with this Agreement. FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT FRANCHISOR'S ~~APPROVAL~~ACCEPTANCE OF A SITE FOR FRANCHISEE'S OUTLET IS NOT AND SHALL NOT BE CONSTRUED AS A GUARANTEE OR ASSURANCE THAT THE BUSINESS WILL BE PROFITABLE.

(e) Relocation: Assignments. Franchisee shall not, without first obtaining Franchisor's written consent, which consent Franchisor may withhold in its sole discretion: (i) relocate the Workshop; or (ii) renew or materially alter, amend or modify any lease, or make or

allow any transfer, sublease or assignment of its rights pertaining to the Premises. If Franchisee receives Franchisor's written consent to relocate the Workshop, Franchisee shall pay Franchisor Two Thousand Dollars (\$2,000) as a relocation fee.

7. Proprietary System and Marks; Franchisor Property Rights.

(a) Ownership; Use by Others. Franchisor and its affiliates shall have and retain all rights associated with the Marks other than those expressly licensed herein, including, but not limited to the following: (a) to use the Marks in connection with selling products and services; (b) to grant licenses to others for the Marks, in addition to those licenses already granted to existing franchisees or affiliates; and (c) to develop and establish other systems using the Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee. Franchisee acknowledges that any unauthorized use of the System or the Marks is and shall be deemed an infringement of Franchisor's rights. Franchisee shall execute any documents deemed necessary by Franchisor or its counsel for the protection of the System and the Marks or to maintain their validity or enforceability, or to aid Franchisor in acquiring rights in or in registering any of the System and the Marks or any trademarks, trade names, service marks, slogans, logos and emblems subsequently adopted by Franchisor. Franchisee shall give notice to Franchisor of any knowledge that Franchisee acquires regarding the use by others of the same or similar names or marks or of any claim or litigation instituted by any person or legal entity against Franchisee involving the System or any of the Marks. Franchisee shall cooperate with Franchisor in any suit, claim or proceeding involving the System or the Marks or their use to protect Franchisor's rights and interest in the System and the Marks. In the event of any settlement, award or judgment rendered in favor of Franchisor relating to the use or ownership of the System or the Marks, such settlement, award or judgment shall be the sole property of Franchisor and Franchisee shall not be entitled to or make any claim for all or any part of it. Franchisee acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of value of the Marks and the goodwill associated with the Marks and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Franchisee or enter into this Agreement without receiving Franchisee's unrestricted promise to use the Marks only in the manner authorized by Franchisor.

(b) Use of Marks. During the term of this Agreement or thereafter, directly or indirectly, Franchisee shall not commit any act of infringement or contest or aid in contesting the validity or ownership of the System or the Marks, or take any other action to disparage them. Franchisee shall use the Marks only in connection with the operation of the Workshop at the Location specified herein, and shall use them only in the manner authorized by Franchisor. Franchisee has no right to use the Marks online except as Franchisor shall expressly allow and in accordance with Franchisor's Manuals. Franchisee shall prominently display the Marks in the manner prescribed by Franchisor on all signs, products, and other supplies and packaging materials designated by Franchisor. Franchisee shall not fail to perform any act required under this Agreement, or commit any act which would impair the value of the Marks or the goodwill associated with the Marks. Franchisee shall not at any time engage in any business or market any products or service under any name or mark which is confusingly or deceptively similar to any of the Marks. Franchisee shall not use any of the Marks as part of its corporate or trade name and shall not use any trademark, trade name, service mark, logo, slogan or emblem in connection with the Workshop that has not been authorized by Franchisor. Franchisee shall obtain such fictitious or assumed name registrations as may be required by Franchisor or applicable state law. Franchisee shall not attempt to register or otherwise obtain any interest in any Online Presence, including an Internet domain name, website or URL containing or utilizing any of the Marks or any

other word, name, symbol or device which is likely to cause confusion with any of the Marks. Franchisee also acknowledges that its use of the Marks pursuant to this Agreement does not give Franchisee any ownership or other interest in or to the Marks, except the License granted by this Agreement. Franchisee shall not use any of Franchisor's Marks in connection with employee facing labor and employment materials.

(c) Designation as Franchisee. Franchisee shall take such additional action as may be necessary under the laws of the state in which the Workshop is operated to make clear to the public that Franchisee is an independent franchisee of Franchisor and not owned by Franchisor. Franchisee shall post in a conspicuous location at the business premises, as well as on invoices, purchase orders, marketing materials and the like that "This AR WORKSHOP Franchise is independently owned and operated by [name of Franchisee] under license from AR Workshop Franchising, LLC."

(d) Discontinuance of Use: Additional Marks. Franchisor has the right to change, revise, or substitute different Marks for use in identifying the System, the Workshop, and the products or services sold or offered for sale through the Workshop, if Franchisor, in its sole discretion, determines that change, revision, or substitution of different Marks will be beneficial to the System. In such circumstances, the use of the substitute proprietary marks shall be governed by the terms of this Agreement. Franchisee shall comply with each such change, revision, or substitution and bear all expenses associated therewith. In the event that a court of competent jurisdiction should order, or if Franchisor in its sole discretion should deem it necessary or advisable, Franchisee shall modify or discontinue use of any Mark. Franchisee shall comply with Franchisor's directions regarding any such Mark within thirty (30) days after receipt of notice from Franchisor or, if such modification or discontinuance is court-ordered, immediately. Franchisor shall not be obligated to compensate Franchisee for any costs or expenses incurred by Franchisee in connection with any such modification or discontinuance. Franchisee shall also use such additional or substitute Marks as Franchisor shall direct.

(e) Changes in Law Affecting Marks. In the event that the trademark law is amended so as to render inapplicable any of the provisions of this Agreement, Franchisee shall sign any documents and do such other act and thing as in the opinion of Franchisor may be necessary to effect the intent and purpose of the provisions of this Agreement.

(f) Copyrights and Patents. Franchisee acknowledges that as between Franchisee and Franchisor, any and all present or future copyrights and patents relating to the System or the AR WORKSHOP concept, including, but not limited to, home décor and other designs and artwork, the Manuals, construction plans and specifications and marketing materials belong solely and exclusively to Franchisor, whether or not developed by Franchisee or Franchisor. Franchisee has no interest in Franchisor's copyrights or patents beyond the nonexclusive License granted in this Agreement.

(g) Ideas and Innovations. All concepts, artwork, home décor and designs, inventions, ideas, applications, trademarks, service marks, enhancements, modifications, improvements or other processes, methods and designs, technologies, techniques, materials, computer software, electronic code, original works or authorship, formulas, patents, copyrights, marketing and business plans and ideas, and all improvements and enhancements thereto that Franchisee or any of its owners, guarantors, shareholders, members, partners, directors, officers, or employees may develop, invent, discover, conceive or originate, alone or in conjunction with any other person or persons during the Term that relate in any way, either directly or indirectly, to the Workshop and/or the System (collectively referred to as "Inventions and Ideas"), either in

whole or in part during the Term, shall be the exclusive property of Franchisor. Franchisee must promptly disclose the existence of any and all Inventions and Ideas to Franchisor. To the extent any Invention or Idea does not qualify as a “work made-for-hire” for Franchisor, Franchisee and all its Owners, and guarantors of this Agreement hereby assign to Franchisor, without compensation, all right, title and interest in such Inventions and Ideas, and agree that they will execute any and all instruments and do any and all acts necessary or desirable to establish and perfect in Franchisor the entire right, title and interest in such Inventions and Ideas. Franchisor may incorporate such Inventions or Ideas into the System. As Franchisor may reasonably request, Franchisee shall, at Franchisor’s expense, take all actions reasonably necessary to assist Franchisor’s efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

(h) Customer and Other Data. Franchisee shall maintain a current list of the names, home addresses, work addresses, e-mail addresses and telephone numbers of the customers and past customers who have provided such information to the Workshop (the “ClientCustomer List”). Franchisee shall provide the ClientCustomer List to the Franchisor upon request. ~~The Client~~ Franchisee shall also use the Computer Systems that Franchisor designates to create, store, maintain, and share the Customer List. The Customer List shall be the property of Franchisor,– and Franchisor shall have the right to use the ClientCustomer List for any purposes, in Franchisor’s sole discretion. Franchisee shall not disclose such collect, use, process, store, share, or sell any information to from the Customer List to or with any person or entity other than Franchisor, sell such list(s) or any portions thereof to any person or entity, or delete any such information– without the express written consent of Franchisor. Franchisee shall not delete any information that is in the Customer List without Franchisor’s prior written consent or unless doing so is in accordance with the Data Protection and Security Policies. Likewise, other data collected by Franchisee or Franchisee’s Computer Systems in connection with the Workshop (Customer DataList and the other data collectively referred to herein as “FranchiseeFranchised Business Data”) is deemed to be owned by Franchisor, and Franchisee agrees to furnish the FranchiseeFranchised Business Data to Franchisor at any time that Franchisor requests it. Franchisee shall also use the Computer Systems that Franchisor designates to create, store, maintain, and share the Franchised Business Data. Franchisor hereby grants Franchisee a limited license to use FranchiseeFranchised Business Data while this Agreement or a successor franchise agreement is in effect, but only in accordance with the standards, specifications, procedures, and policies that Franchisor establishes periodically and applicable law. Upon termination, non-renewal, transfer, or expiration of this Agreement for any reason, Franchisor shall be the exclusive owner of Franchisee Data-Franchised Business Data and Franchisee shall not use or disclose Franchiseethe Franchised Business Data in any form or manner. Franchisee shall not be due any compensation based upon FranchisorFranchisor’s use of the FranchiseeFranchised Business Data. Franchisee may not collect, sell, disclose, share, transfer, or use FranchiseeFranchised Business Data for any purpose other than marketing AR WORKSHOP products and servicesoperating the Workshop. The Customer List and Franchised Business Data are expressly subject to the provisions of Section 11(w) and may constitute Personal Information.

(i) Indemnification With Respect to Use of Proprietary Marks. Provided Franchisee complies at all times with Article 7, Franchisor shall indemnify Franchisee against and reimburse Franchisee for damages assessed against Franchisee, if any, based on Franchisee’s use of the Marks. Otherwise, Franchisor shall not be required to indemnify Franchisee against or reimburse Franchisee for any loss or damages arising out of Franchisee’s use or misuse of any Mark. Franchisor shall not indemnify Franchisee for any use or misuse of Franchisor’s copyrights, patents, Client List, FranchiseeFranchised Business Data, or indicia.

8. Advertising.

(a) Contributions and Expenditures. Recognizing the value of advertising and the importance of the standardization of advertising to the furtherance of the brand, goodwill and public image of the System, Franchisor and Franchisee agree as follows:

(i) Grand Opening Advertising. Franchisee is required to spend a minimum of Two Thousand Five Hundred Dollars (\$2,500) on pre-opening advertising and Two Thousand One Hundred Seventy Five Dollars (\$2,175) on the grand opening events, which advertising shall be in such form designated by Franchisor and which shall be conducted prior to commencement of and during the first two (2) months of operation of the Workshop. Franchisee may expend additional amounts on such advertising, provided the form and content is approved by Franchisor as provided in Section 8(e).

(ii) Monthly Contributions and Expenditures.

(A) Brand Fund. Each month during the Term for which a brand fund ("Brand Fund") has been established, Franchisee shall contribute to the Brand Fund such amount as Franchisor may designate from time to time, which amount is as of the date of this Agreement one percent (1%) of Gross Sales (as defined in Attachment 1) of the Workshop. Franchisor may increase the maximum required contribution to the Brand Fund to two percent (2%) of Gross Sales, provided such increase is approved by the majority of owners of the Workshops required to contribute to the Brand Fund (including both Franchisor-owned and franchised Workshops). Franchisee shall make its monthly contribution to the Brand Fund on the date and in the manner as Franchisor may designate from time to time. Franchisee agrees to make such contributions by EFT or in such other manner as the Franchisor may require, on or before each Due Date based on Franchisee's Gross Sales from the prior month, or such other date(s) identified by Franchisor with thirty (30) days' prior written notice.

(B) Local Advertising Spend. In addition to the grand opening requirements of Section 8(a)(i), Franchisee shall spend at least Four Hundred Fifty Dollars (\$450) per month ("Minimum Local Advertising Spend") on local advertising in accordance with Franchisor's standards as set forth in the Manuals. Franchisor has the right to require Franchisee to use the Minimum Local Advertising Spend to pay for specific advertising services, from suppliers approved by Franchisor. Franchisor may require Franchisee to remit the Minimum Local Advertising Spend to the Franchisor or its affiliates in exchange for local advertising services the Franchisor or its affiliate will provide to Franchisee. All local advertising shall either have been prepared by Franchisor or approved by Franchisor pursuant to Section 8(e).

(b) Brand Fund.

(i) Use. Franchisor has the sole discretion to determine where the Brand Fund contributions will be spent to promote, enhance, or further the growth of the AR WORKSHOP brand, workshops, and System, including, but not limited to: research; promotional marketing, public relations, and advertising expenses to promote the brand; hiring marketing, public relations and advertising agencies, or technology companies, or paying the salaries of in-house personnel to assist in developing the AR WORKSHOP

brand name; developing, evaluating, or using technologies that we believe may benefit the brand, the customers, the franchisees, or the brand's reputation; developing new customer projects and franchisee revenue sources; expenses associated with listings on websites, contest registrations, digital marketing content, influencer marketing, and events and promotions designed to garner media attention and promote the brand name; brand partnerships; expenses associated with conducting market research; travel expenses in connection with promotions and marketing meetings, training, development of trademarks and trademarked materials; production of marketing, public relations, or digital or social media content, including, but not limited to, advertisements, coupons, and other promotional materials; expenses incurred in developing and maintaining non-franchise sales portion of any Online Presence; developing one or more Online Presences; and expenses incurred in using search engine optimization, pay-per-click, or other digital marketing software, giveaways, loyalty programs, services, or companies to help promote the brand. Sums paid by Franchisee shall not be used to defray any of Franchisor's expenses, except for such reasonable administrative costs and overhead, if any, that Franchisor may incur in activities reasonably related to the administration or direction of the Brand Fund and promotion and advertising programs for franchisees and the System, including, among other things, the cost of personnel for creating and implementing the programs paid for by the Brand Fund.

(ii) Administration. The Brand Fund is not and shall not be an asset of Franchisor or its designee. The Brand Fund is not audited. Franchisee will be able to obtain upon ninety (90) days' written notice a Franchisor-prepared, unaudited accounting annually upon written request to Franchisor. At Franchisor's option, Franchisor can create a separate entity to be the recipient of Franchisee's Brand Fund contributions and Franchisee agrees, upon Franchisor's request, to tender Brand Fund payments to said entity. Franchisor, in Franchisor's sole discretion, may spend in any fiscal year an amount greater or less than the aggregate contributions to the Brand Fund in that year, and the Brand Fund may borrow from Franchisor or other lenders to cover deficits of the Brand Fund or cause the Brand Fund to invest any surplus. Franchisee acknowledges that other franchisees may not be required to contribute to the Brand Fund or may be required to contribute at a different rate than Franchisee. Franchisor is not obligated to maintain the Brand Fund contributions or income earned in a separate account from other Franchisor funds.

(iii) Monthly Payment Option. For administrative convenience and at Franchisor's option, in lieu of collecting the Brand Fund percentage designated in Section 8(a)(ii)(A), Franchisor, at its option, may designate an amount certain as a monthly payment, which will be drafted instead of the variable amount. Franchisor will use commercially reasonable efforts to have the amount certain reasonably relate to the anticipated annual Brand Fund contribution which would otherwise be due if the exact percentage were calculated. Upon delivery by thirty (30) days' prior written notice by Franchisee to Franchisor, Franchisee can thereafter elect to abandon the sum certain contribution in lieu of the Brand Fund contribution percentage designated in Section 8(a)(ii)(A).

(iv) No Proportionality. Franchisee agrees and acknowledges that Franchisor does not undertake any obligation to ensure that expenditures from the Brand Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Brand Fund by franchisees operating in such geographic area or that Franchisee or the Workshop will benefit directly or in proportion to its contribution to the Brand Fund.

(v) Liability. NEITHER FRANCHISOR NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES, SHALL BE LIABLE TO FRANCHISEE WITH RESPECT TO THE MAINTENANCE, DIRECTION OR ADMINISTRATION OF THE BRAND FUND, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO CONTRIBUTIONS, EXPENDITURES, INVESTMENTS OR BORROWING, EXCEPT FOR ACTS CONSTITUTING WILLFUL MISCONDUCT. THE BRAND FUND IS NOT A TRUST FUND. FRANCHISOR SHALL HAVE NO FIDUCIARY DUTY TO FRANCHISEE IN CONNECTION WITH THE COLLECTION OR USE OF THE BRAND FUND MONIES OR ANY ASPECT OF THE OPERATION OF THE BRAND FUND. FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR WILL HAVE NO LIABILITY TO FRANCHISEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE BRAND FUND OR ANY ADVERTISING PROGRAMS OR FRANCHISOR'S MODIFICATION OR DISCONTINUANCE FOR ANY REASON OF THE BRAND FUND OR ANY MARKETING, BRANDING, OR ADVERTISING PROGRAMS, OR FRANCHISEE'S PARTICIPATION THEREIN.

(c) Regional Cooperative Advertising. Franchisee agrees that Franchisor shall have the right, in its sole discretion, to designate from time to time a geographical area in which the Workshop is located for the purpose of establishing an advertising cooperative (the "Cooperative"). If a Cooperative has been established applicable to the Workshop at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Cooperative. If a Cooperative applicable to the Workshop is established at any later time during the Term, Franchisee shall become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. In no event shall the Workshop be required to contribute to more than one Cooperative. The following provisions shall apply to each Cooperative:

(i) Each Cooperative shall be organized and governed in a form and manner, and shall commence operation on a date, approved in advance by Franchisor in writing.

(ii) Each Cooperative shall be organized for the purposes of producing and conducting general advertising programs and activities for use in and around the applicable geographic area and developing standardized promotional materials for use by the members.

(iii) Franchisor shall make contributions to each Cooperative of which it is a member on the same basis as required of comparable franchisees within the System.

(iv) No advertising programs or materials may be used by the Cooperative or furnished to its members, and no advertising or promotional activities may be conducted by the Cooperative, without the prior written approval of Franchisor. All such programs, materials and planned activities shall be submitted to Franchisor for approval in accordance with the procedure set forth in Section 8(e).

(v) Each cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as are determined by the governing body of the Cooperative.

(vi) Franchisee shall make its contributions to the Cooperative on the date and in the manner designated by the Cooperative. Franchisee shall also submit such statements and reports as may be designated from time to time by the Cooperative. The Cooperative shall submit to Franchisor such statements and reports as Franchisor may designate from time to time.

(vii) Notwithstanding the foregoing, Franchisor, in its sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant to any franchisee an exemption from the requirement of membership in a Cooperative. Such an exemption may be for any length of time and may apply to one or more Workshop owned by such franchisee. If an exemption is granted to a franchisee, such franchisee may be required to expend on local advertising the full amount that would otherwise be payable to the Cooperative. Franchisor, in its sole discretion, may also exempt one or more Workshop owned or controlled by Franchisor from the requirement of membership in a Cooperative for such periods as Franchisor deems appropriate.

(viii) The Cooperative is not a trust fund. Franchisor shall have no fiduciary duty to Franchisee in connection with the collection or use of the Cooperative monies or any aspect of the operation of the Cooperative.

(d) Supplemental Advertising. Franchisee shall have the right to conduct, at its separate expense, supplemental advertising in addition to the expenditures specified in this Section 8. All such supplemental advertising shall either have been prepared by Franchisor or approved by Franchisor pursuant to Section 8(e).

(e) Approval by Franchisor. Any and all advertising and promotional materials Franchisee uses must be approved by the Franchisor. Prior to their use by the Cooperative or by Franchisee, all advertising and promotional materials not prepared or previously approved by Franchisor within the ninety (90) day period preceding their intended use shall be submitted to Franchisor for approval. If disapproval is not received within twenty (20) days from the date of receipt by Franchisor of such materials, the materials shall be deemed approved by Franchisor. Franchisor may disapprove of any advertising or promotional materials at any time. Neither the Cooperative nor Franchisee shall use any disapproved advertising or promotional materials regardless of whether any such items had been previously approved by Franchisor.

(f) Franchisor Advertising. Franchisor may from time to time offer to provide to Franchisee such approved advertising and promotional plans and materials as Franchisor deems desirable. In any advertising conducted solely by or for Franchisor, Franchisor shall have the sole discretion to determine the products and geographical markets to be included, and the medium employed and Franchisor shall not have any duty or obligation to supply Franchisee with any advertising or promotional materials produced by or for Franchisor at its sole expense. Franchisor disclaims and Franchisee hereby acknowledges that Franchisee has not received or relied upon any warranty regarding the success of any advertising and/or promotional plans or materials recommended by Franchisor for use by Franchisee. Further, Franchisee acknowledges and agrees that all advertising and promotional plans and materials created in whole or in part by Franchisor are and remain the exclusive property of Franchisor. Franchisor shall have the right to include promotion of available franchises in all marketing and advertising materials, including, but not limited to, signage in Workshops, an Online Presence, print media, and TV or radio spots.

(g) Ownership of Advertising. Franchisor shall be the sole and exclusive owner of all materials and rights which result from advertising and marketing program produced and

conducted, whether by Franchisee, Franchisor, the Cooperative or the Brand Fund. Any participation by Franchisee in any advertising, whether by monetary contribution or otherwise, shall not vest Franchisee with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including, copyrights, generated by such advertising. If requested by Franchisor, Franchisee shall assign to Franchisor any contractual rights or copyright it acquires in any advertising.

(h) Online Presence and Email. Franchisee will not, directly or indirectly, establish or operate an Online Presence that in any way concerns, discusses or alludes to Franchisor, the System or the Workshop without Franchisor's written consent, which Franchisor is not obligated to provide and which Franchisor can revoke in its sole discretion. An "Online Presence" includes (1) the brand website, other webpages, URLs, or domain names; (2) accounts, pages, or profiles on social media sites; social networking sites; news sites; online, internet, or digital directories; video, photography, and messaging services; blogs; or forums; (3) e-commerce sites or accounts; (4) digital or online advertising and marketing content and services; (5) mobile applications; (6) virtual reality platforms; (7) any identifiers of an Online Presence; or (8) a presence on any other type of online, internet, virtual, or digital tool, good, or service that may be developed. Further, the Marks may not be used as part of, in conjunction with, to establish or to operate any Online Presence or email address, unless specifically approved by the Franchisor, which approval Franchisor is not obligated to provide and which Franchisor can revoke in its sole discretion. Franchisee will not post, and will take such steps as necessary to ensure that its employees and independent contractors do not post, any information to an Online Presence relating to Franchisor, the System, the Marks, or the Workshop that (a) does not comply with the Franchisor's then-current brand, social media, or Online Presence guidelines described in the Manuals or otherwise provided to Franchisee, (b) is derogatory, disparaging, or critical of Franchisor, the System or the Marks, (c) is offensive, inflammatory or indecent, or (d) harms the goodwill and/or public image of the System and/or the Marks. Franchisee shall not establish or permit or aid anyone else to establish any links to any Online Presence which Franchisor may create. Any Online Presence will be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval under this Agreement. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by an Online Presence or email address without Franchisor's prior written approval of Franchisee's plan for transmitting such advertisements. Franchisor alone has the right, but not the obligation, to establish, maintain, modify or discontinue all internet and electronic commerce activities pertaining to the System, including through any Online Presence. Franchisor shall not be liable for downtime that may occur to any Online Presence or email address, whether such downtime is caused by Franchisor or a third-party. Franchisor alone will be, and at all times remain, the sole owner of the copyrights to all material which appears on any Online Presence, including any and all material Franchisee may furnish to Franchisor for use on an Online Presence. Ownership of all URLs, email addresses, and other identifiers with any such Online Presence shall vest exclusively in Franchisor. Franchisor shall have the right, but not the obligation, to designate one or more webpage(s) or other form of Online Presence to describe Franchisee and/or the Workshops, and any such webpage(s) or Online Presence may be located within Franchisor's website or another Online Presence. Franchisee shall comply with Franchisor's policies with respect to the creation, maintenance and content of any such web page(s) and any other Online Presence. All content included on such an Online Presence shall be subject to Franchisor's approval. Franchisor shall have the right to refuse to post and/or discontinue posing any content and/or the operation of any webpage or Online Presence. Franchisee shall not establish a separate website, email address, or Online Presence, without Franchisor's prior written approval (which Franchisor shall not be obligated to provide and which

Franchisor can revoke in its sole discretion). If approved to establish an Online Presence, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance, operation, and content of any such Online Presence and email address. For any Online Presence and email address Franchisee is approved to create or use, Franchisor reserves the right, at its sole option and discretion, to have the Online Presence and/or email address directly owned by Franchisor or to require any such Online Presence and/or email address be transferred to Franchisor upon the termination, expiration, or non-renewal of this Agreement for any reason. Franchisor has the right to require that any Online Presence or email address Franchisee is permitted to create, use, or maintain be registered in Franchisor's name. Upon request, Franchisee must provide Franchisor with any login credentials for any Online Presence or email address Franchisee is authorized to create, use, or maintain. Franchisor has the right to access any Online Presence to take corrective action if any content or post on the Online Presence is in violation of Franchisor's policies. Franchisee must adhere to the Online Presence policies established from time to time by Franchisor and Franchisee will require all of Franchisee's employees to do so as well. Franchisee shall not Franchisor shall have the right to Franchisor shall have the right to modify the provisions of this subsection relating to any Online Presence as Franchisor shall solely determine is necessary or appropriate.

9. Telephone Number.

Franchisee shall establish a local telephone number for the Workshop. Franchisee shall keep Franchisor notified as to the current telephone number for the Workshop. In no event shall Franchisee use such number for any other business. Franchisee further covenants that in the event it obtains any additional or substitute telephone service or telephone number at the Workshop, it will promptly notify Franchisor and such additional or substitute number shall be subject to the terms of this Section 9.

10. Construction, Design, Appearance, and Equipment.

(a) Construction. Franchisee is solely responsible for the construction of the Premises and the Workshop. Franchisee will commence any required construction promptly after execution of a lease for or closing on the purchase of the Premises. Franchisee shall maintain continuous construction of the Workshop and Premises until completion. Franchisee will complete construction in accordance with the plans and specifications for the Workshop which have been ~~approved~~accepted in advance by Franchisor and will not deviate, except as permitted below, from such plans and specifications without the prior written consent of Franchisor. Franchisee agrees that it will construct or remodel the Premises at the ~~approved~~accepted Location in accordance with Franchisor's construction or remodel plans and design, layout and other physical characteristics, rentals, lease terms including duration, and general conditions for use as an AR WORKSHOP Franchise ("Standard Plans") or in accordance with plans ~~approved~~accepted by Franchisor. Additionally, Franchisor may provide Franchisee with Franchisor's specifications for the construction and design of the Workshop ("Spec. Sheet"). The Standard Plans, if provided, will be provided by Franchisor at no cost to Franchisee. Franchisee shall purchase or lease all equipment, displays, fixtures, and furnishings that Franchisor designates. Such Standard Plans shall not contain the requirements of any federal, state or local law, code or regulation, including those concerning the Americans With Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities, nor shall such plans contain the requirements of, or be used for, construction drawings or other documentation as may be necessary to obtain permits or authorization to build a specific Workshop ("Applicable Law"). It is Franchisee's sole responsibility to make sure that the design and construction of the Workshop and the Premises are in compliance with all Applicable Laws including without limitation, the Americans with

Disabilities Act. Franchisee Indemnified Parties shall indemnify and hold Franchisor Indemnified Parties harmless against any and all claims, actions, causes of action, costs, fees, fines and penalties, of every kind and nature, should the design and/or construction of the Workshop fail in any way to comply with any Applicable Laws, ~~including, without the limitation, the Americans with Disabilities Act.~~ If provided, Franchisee shall make no changes to any building plan, design, layout or decor, Spec Sheet, or any equipment or signage except as necessary to comply with Applicable Law without the prior written consent of Franchisor. Franchisee ~~shall maintain the interior and exterior decor in such manner as may be prescribed from time to time by Franchisor.~~ Franchisee acknowledges the specifications on the Spec. Sheet may exceed the requirements of Applicable Law. Franchisor has the right to require Franchisee to use an accepted architect, general contractor, construction manager, or other supplier of design, engineering construction and related services. Franchisee agrees to provide to Franchisor construction progress updates in a form accepted by Franchisor at the intervals designated by Franchisor.

(b) Signs. Franchisee shall prominently display, at its own expense, both on the interior and exterior of the Premises, advertising signs in such form, color, number, location and size, and containing such Marks, logos and designs as Franchisor shall designate. Franchisee will be responsible for ordering any required signage, including an exterior sign, for the Workshop from an approved vendor at Franchisee's expense. Franchisor may, on Franchisee's behalf and at Franchisee's expense, direct and control placement of the exterior sign on Franchisee's location, working with Franchisee's landlord or tenant association, if necessary. Franchisee shall obtain all permits and licenses required for such signs and shall also be responsible for ensuring that all signs comply with all laws and ordinances. Franchisee shall not display in or upon the premises any sign or advertising of any kind to which Franchisor objects.

(c) Remodeling and Re-equipping. Franchisor reserves the right to require Franchisee to generally refurbish the Workshop and/or the Premises at Franchisee's expense, in order to conform to the building design, trade dress, color schemes and presentation of the Marks in a manner consistent with the then-current image for AR WORKSHOP franchises and may include, without limitation, structural changes, installation of new materials and equipment, remodeling, redecoration, changing color schemes, and modifications and/or repairs to existing improvements.

Such remodeling and re-equipping may include, without limitation, replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications, redecorating; or purchasing more efficient or improved equipment. Franchisor may require Franchisee to perform remodeling and to purchase equipment at such times as Franchisor, in its sole discretion, deems necessary and reasonable. FRANCHISEE ACKNOWLEDGES THAT EQUIPMENT, ALTERATIONS AND RENOVATIONS REQUIRED BY FRANCHISOR MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY FRANCHISEE DURING THE TERM OF THIS AGREEMENT.

In the event of Franchisee's delay, refusal, or failure to make repairs or modifications to the Premises as specified by this Section, Franchisor or its agents may enter the Premises, without further notice and without liability for trespass or other tort and with Franchisee's complete cooperation, and remove, repair, and/or replace, at Franchisee's expense, any items which do not conform to Franchisor's then-current standards and specifications or which are not in conformity with Franchisee's obligation to maintain the Workshop and the Premises in the highest degree of repair and condition. In addition to any and all other remedies that Franchisor may have in law or in equity, Franchisee shall reimburse Franchisor for all out-of-pocket expenses incurred by Franchisor in connection with any refurbishing work performed by the Franchisor

pursuant to this Section, plus an administrative fee of fifteen percent (15%) of the total aggregate amount of expenses incurred by Franchisor. In the event that the Franchisee fails to reimburse Franchisor within seven (7) days of the date Franchisee is billed for all such amounts, Franchisee authorizes Franchisor to collect all amounts due, applicable interest and late fees as described in this Agreement, through electronic banking transfers as specified in this Agreement. These remodeling and refurbishing obligations are in addition to Franchisee's general responsibility to maintain the condition and appearance of the Premises consistent with Franchisor's then-current standards. Franchisee must keep the Premises, including all of its fixtures, furnishings, equipment, materials, and supplies, in the highest degree of cleanliness, orderliness, and repair, as determined by Franchisor.

(d) Inspection. Franchisee hereby grants Franchisor and its agents the right to enter the Premises and/or the Workshop at any time prior to occupancy by Franchisee in order to inspect, photograph, and/or videotape on-going new construction or leasehold improvements, designs, purchased and installed equipment, operations and the performance of any and all services by Franchisee and/or Franchisee's employees, invitees or agents. Franchisee shall cooperate with Franchisor's representatives with those inspections by rendering whatever assistance they may reasonably request, including assistance necessary to enable Franchisor to contact and interview any architect, designer, vendor, contractor, subcontractor or Franchisee employee. Upon reasonable notice from Franchisor, and without limiting Franchisor's other rights under this Agreement, Franchisee, at its sole expense, shall take such steps as deemed to be necessary by Franchisor to immediately correct any and all deficiencies detected during any such inspection, including without limitation, correcting construction deficiencies or defects, replacing equipment and supplies, and requiring Franchisee to desist from the further use of any equipment, designs, advertising materials, products, and/or supplies that do not conform with Franchisor's then-current plans and specifications, standards or requirements.

11. Operations, Standards of Quality, Inspections.

(a) Operations Principal; Manager. Franchisee covenants that during the term of this Agreement, except as otherwise ~~approved~~accepted by Franchisor in writing, to employ or otherwise retain a key owner ~~approved~~accepted by Franchisor who shall devote, to the satisfaction of Franchisor, substantial time, energy, and best efforts to the management, supervision, and operations of the Workshop franchised hereunder ("Operations Principal"). To the extent Operations Principal is not so serving, Franchisee shall designate an individual to serve as the "Manager" for the Workshop, which may be Franchisee, an Owner, or another Franchisee employee. If Franchisee owns multiple Workshops, a Manager must be designated for each Workshop in addition to the Operations Principal. The Operations Principal and Manager shall meet the following qualifications:

(i) Management Responsibility. As ~~approved~~accepted by Franchisor, the Operations Principal, Manager, or one or more assistant managers shall devote full time and best efforts to the management, supervision, and conduct of the development and operation of the Workshop in order to ensure compliance with this Agreement and to maintain Franchisor's high standards. Management responsibility shall include, without limitation, presence of the Operations Principal, Manager, or an assistant manager who has successfully completed any training required by Franchisor before being designated as an Operations Principal, Manager, or assistant manager at the Workshop during all hours of operation; maintaining the highest standards of service, safety, sanitation, cleanliness, and appearance, product quality and consistency and supervising employees to ensure that the highest standard of service is provided and to ensure that Franchisee's

employees deal with customers, suppliers, Franchisor, and all other persons in a courteous and polite manner.

(ii) Qualifications. The Operations Principal and Manager shall be ~~approved~~accepted by Franchisor, complete Franchisor's initial training requirements, participate in and complete to Franchisor's satisfaction all additional training as may be reasonably required by Franchisor. The Operations Principal and Manager shall agree in writing to be bound by non-compete and confidentiality provisions substantially similar to those contained in Sections 14 and 15 of this Agreement. All assistant managers must also complete any training required by Franchisor.

(iii) Change. If at any time for any reason the Operations Principal or Manager no longer qualifies to act as such, Franchisee shall promptly designate another Operations Principal or Manager subject to the same qualifications set forth in this Section 11. The Franchisor shall receive advanced written notice of any change in the Operations Principal, Manager, or assistant managers.

(b) Compliance with Franchisor's Standards. Franchisee shall operate the Workshop through strict adherence to Franchisor's standards, specifications and policies as they now exist, and as they may from time to time be modified. Such standards and policies include, without limitation: (i) specifications and standards for classes, including home décor and other designs for classes; (ii) specifications and standards for inventory (iii) services and products offered; and (iv) use of specified emblems and Marks. Franchisee agrees to follow the instructions of Franchisor as well as Franchisor's employees, agents, and representatives. Franchisee shall hold at least five (5) classes per week at its Workshop. Franchisee's failure to hold at least five (5) classes per week at its Workshop shall constitute a default under this Franchise Agreement.

(c) Training. It will be solely Franchisee's responsibility to ensure that all new employees and current employees are trained to perform their duties in a proper manner at the Workshop and Franchisee shall implement and maintain an employee training program, at Franchisee's expense, pursuant to all specifications, standards and procedures prescribed by Franchisor. Franchisee shall ensure that all employees have all necessary certifications and credentials as required by applicable state laws and licensing regulations, and that all employees must satisfy all continuing educational training requirements as may be specified by applicable laws and regulations. ~~In the event that Franchisee is unable to, or fails to, provide the employee training required by this Section, Franchisor may train Franchisee's employees at Franchisee's then-current training rates, and Franchisee shall reimburse Franchisor for all expenses, including reimbursement for mileage at the then-current IRS reimbursement rate, living and travel expenses incurred by Franchisor as a result of such training.~~ Training by Franchisor will be at reasonable times and subject to availability of Franchisor's representatives. In the event that Franchisor provides training to Franchisee's employees upon Franchisee's request, Franchisee hereby releases, indemnifies and holds harmless Franchisor and its affiliates, agents and employees from all claims, causes of action, expenses, costs, debts, fees, liabilities and damages of every kind arising out of or related to the training and/or the continuing education of Franchisee's employees as set forth herein. Franchisor reserves the right to assess a training fee or attendance fee for any conferences, conventions, retreats, or other training Franchisor or its approved suppliers provide.

(d) Compliance with Specifications and Procedures. Franchisee acknowledges that the Manuals are designed to protect Franchisor's Marks, brand image, goodwill, and standards and systems, and not to control the day-to-day operation of the business.

Franchisee shall comply with all rules, regulations, and directives specified by Franchisor, as well as all mandatory standards, specifications and procedures contained in the Manuals, as amended from time to time.

(e) Franchisee Control. Franchisee acknowledges that it is responsible for the day-to-day operation of its Workshop, including hiring, setting the conditions of employment, supervision, discipline and termination of all personnel, purchases and maintenance of equipment and supplies, preparing Franchisee's own marketing plans and funding and implementing those marketing plans, maintenance of employment records, and daily maintenance, safety, security and the achievement of compliance with the Manuals. Franchisor's ability to approve certain matters, to inspect the Workshop and its operations and to enforce its rights, exists only to the extent necessary to protect its interest in the System and the Marks. Neither the retention nor the exercise of these rights is for the purpose of establishing any control, or the duty to take control, over those matters that are clearly reserved to Franchisee.

(f) Employment Matters. Franchisee's employees are not Franchisor's agents or employees and Franchisor is not a joint employer of these individuals. Franchisee is solely responsible for performing all administrative functions at the Workshop, including payroll and providing workers' compensation insurance. Franchisee acknowledges that it is not economically dependent on Franchisor, and that Franchisor does not provide facilities, equipment, housing or transportation Franchisee's employees or provide to Franchisee's employees tools or materials required for Franchisee's employees to perform services for Franchisee. Franchisee shall comply with all employment laws and regulations. At all times, Franchisee shall ensure that Franchisee and Franchisee's employees are in compliance with federal, state, and local tax laws. Franchisee expressly has control over the following for its employees: wages, benefits, and other compensation; hours of work and scheduling; hiring and discharge; discipline; workplace health and safety; supervision; assignment; and work rules and directions governing the manner, means or methods of work performance.

(g) Employer Acknowledgment. Franchisee shall obtain from each of its employees an acknowledgment signed by such persons providing that such individual understands, acknowledges, and agrees that (i) he or she is an employee of Franchisee and not Franchisor and (ii) he or she shall look solely to Franchisee, and not to Franchisor or its affiliates, agents, or employees, for his or her compensation and for all other employment matters.

(h) Evidence of Relationship. Franchisee shall hold itself out to the public as an independent contractor by, without limitation: (i) clearly identifying itself in all dealings with third parties as a franchised, independently owned and operated entity, including on all public records, checks, stationery, contracts, receipts, marketing materials, envelopes, letterhead, business cards, employment applications, and other employment documents, invoices and other communications, electronic or otherwise; and (ii) displaying a sign in the Workshop so as to be clearly visible to the general public indicating that the Workshop is independently owned and operated as a Workshop.

(i) Manuals. Franchisor will provide Franchisee with one or more manuals, policy and procedure statements, or other written notice of standards and specifications which shall contain (i) the mandatory and suggested specifications, standards and operating procedures prescribed from time to time by Franchisor and (ii) information relative to other obligations of Franchisee hereunder and the operation of the Workshop, which manual includes the AR Workshop Brand Standards Manual (collectively, the "Manuals"). The Manuals shall at all times remain the sole property of Franchisor and shall promptly be returned to Franchisor upon the

expiration, non-renewal, or other termination of this Agreement for any reason. Franchisor may, from time to time, revise the contents of the Manuals. To the extent that Franchisor shall deem it necessary or appropriate, Franchisor will provide Franchisee with policy and procedure statements or other written notice of specifications standards and procedures, policies, and other standards and specifications contained in the Manuals, policy and procedure statements and other written notices as issued from time to time by Franchisor. Franchisee acknowledges and agrees that all information in the Manuals, policy and procedure statements and other notices constitute confidential information and trade secrets, and shall not be disclosed at any time by Franchisee. Franchisee shall not copy, disclose, duplicate, record or otherwise reproduce, in whole or in part, for whatever reason, the Manuals or any other communication or information provided by Franchisor. Franchisor shall have the right to modify the policies and procedures of the Manuals at any time, which modifications shall be binding upon Franchisee.

(j) Variations in Standards. Because complete and detailed uniformity under varying conditions may not be possible or practical, Franchisor specifically reserves the right, in its sole discretion and as it may deem in the best interests of Franchisee or the Chain, to vary standards within the Workshop or any other Workshop in the Chain based upon peculiarities of particular locations or circumstances, including, but not limited to, density of population and other demographic factors, size of Franchisee's Territory, business practices or customs, or any other condition which Franchisor deems to be of importance to the operation of such Workshop or the Chain. Franchisee acknowledges that because of these factor and others, there may be variations from standard specifications and practices throughout the Chain and that Franchisee shall not be entitled to require Franchisor to grant like or similar variations or privileges to Franchisee.

(k) Franchisee Developments. Franchisor shall be deemed the owner and have the right to use and incorporate into the System for the benefit of other franchisees and Franchisor any modifications, ideas or improvements, including, without limitation, home décor and other designs for classes, in whole or in part, developed or discovered by Franchisee or Franchisee's employees or agents, without any liability or obligation to Franchisee or the developer thereof. Franchisee or its employee or agent hereby irrevocably assigns such modification, idea or improvement to Franchisor, and, to the extent required by Franchisor, agrees to execute such documentation related to the assignment in the form designated by Franchisor.

(l) Compliance with Laws. Franchisee shall at all times during the Term comply with all laws, ordinances, rules and regulations of all applicable governmental bodies, and pay any and all taxes, assessments, fines and penalties arising out of the operation of the Workshop, including state and federal unemployment taxes and sales taxes.

(m) Courtesy, Cooperation, Fair Dealing and Ethical Business Practices. In all dealings with customers, suppliers, Franchisor and others, Franchisee will act according to the highest standards of honesty, integrity, fair dealing and ethical conduct. At all times and under all circumstances, Franchisee and its employees shall treat all customer and other persons, including Franchisor's agents, officers, and employees with the utmost respect and courtesy, and shall fully cooperate with Franchisor and its agents, officers, and employees in all aspects of the franchise relationship. Franchisee will operate Franchisee's business in full compliance with all applicable laws, ordinances and regulations, including all licensing requirements. Franchisee will not engage in any illegal discriminatory practices. Franchisor makes no representations as to what (if any) licenses, permits, authorizations or otherwise will be required in connection with Franchisee's establishment or operation of Franchisee's business. Franchisee is solely responsible for determining what licenses, permits, authorizations or otherwise are required and to obtain them,

all at Franchisee's expense. Franchisee will refrain from any practice which may injure the goodwill associated with the Marks. Franchisee will notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which relates to, or which may affect the operation or financial condition of, Franchisee, Franchisee's business and/or the Marks.

Franchisee agrees to comply with and/or assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise. Franchisee agrees to comply with and assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities, including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, Franchisee agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to Franchisee's business as may be required by Franchisor or by law. Franchisee confirms that Franchisee is not listed in the Annex to Executive Order 13224 and agrees not to hire any person so listed or have any dealing with a person so listed (the Annex is currently available at <http://www.treasury.gov>). Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such laws, orders and/or regulations, and Franchisee specifically acknowledges and agrees that Franchisee's the Franchisee Indemnifying Parties' indemnification responsibilities as provided in Section 19(b) of this Agreement pertain to Franchisee's obligations hereunder.

(n) Business Relations. Franchisee shall at all times operate the Workshop in a financially sound, prudent and business-like manner and, without limiting the generality of the foregoing, pay all its bills and accounts promptly when due and shall take no action, or omit to take any action, the result of which would be to tend to disrupt, damage or jeopardize Franchisee's relationship with suppliers or customers, Franchisor's good reputation, or the good reputation of Franchisor's other franchisees. Franchisee will not engage in any trade practice or other activity which is harmful to the goodwill or reflects unfavorably on the reputation of Franchisee, Franchisor, the Workshop, the Marks, the services and/or products sold at the Workshop, or constitutes deceptive or unfair competition or otherwise is in violation of any applicable laws.

(o) Crisis Situations. Franchisee shall notify Franchisor immediately upon the occurrence of any situation that may have a material impact on Franchisee, Franchisor, Workshop, or which could have a deleterious effect on the AR WORKSHOP brand, Marks or System (a "Crisis"). Franchisee shall follow all of Franchisor's policies, procedures, and instructions in every such situation, including, without limitation, managing public relations and communications, as directed by Franchisor or as specified in the Manuals, whether or not Franchisee has retained outside counsel or a public relations firm to assist with such matters. A Crisis includes, but is not limited to, any event that occurs at or about the Workshop that has or may cause harm or injury to customers or employees. Examples include, but are not limited to, contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of the Workshop, the System or Franchisor. Franchisee will cooperate fully with Franchisor with respect to Franchisor's response to the Crisis. In the event of the occurrence of a Crisis, Franchisor may establish emergency procedures which may require Franchisee to temporarily close the Workshop to the public, in which event Franchisor shall not be liable to Franchisee for any loss or costs, including consequential damages or lost profits occasioned thereby. Franchisor will have the right to take control of the management of communications if Franchisor determines that the publicity surrounding the event is likely to have a material adverse effect on the reputation or goodwill of

the Workshop, Marks, System, or Franchisor. Franchisee will obtain Franchisor's consent before any press release, interviews or public statements are issued by Franchisee, or anyone on its behalf, about events that are likely to receive or are receiving significant negative public attention related to the Workshop, Marks, System, or Franchisor.

(p) Change in Marital Status. If Franchisee or one of its owners or guarantors has a change in marital status during the Term of this Agreement, Franchisee shall promptly inform Franchisor of that change and Franchisee agrees that any new spouse will sign Franchisor's form guaranty, non-compete, and confidentiality agreements.

(q) Books and Records; Financial Reporting.

(i) Books and Records. Franchisee shall maintain during the term of this Agreement, and shall preserve for at least five (5) years from the dates of their preparation, and shall make available to Franchisor at Franchisor's request and at Franchisee's expense, full, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles. Franchisee shall maintain such records at the Premises, unless otherwise authorized by Franchisor. Franchisee agrees at all times to use the chart of accounts, format for financial statements, and accounting procedures established from time to time by Franchisor. Franchisee agrees to grant Franchisor 24/7, unlimited and remote, access to Franchisee's books, records, and accounts that are provided through Computer Systems.

(ii) Submission of Performance Reports. Franchisee shall submit to Franchisor, ~~for the following performance reports for~~ review or auditing, financial statements, including a balance sheet and income statement prepared on a monthly basis, Gross Sales reports and performance reports for monthly periods, and such forms, reports, records, information, and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, including without limitation, by electronic telecommunications data transmission methods, upon request and as specified from time to time in the Manuals or otherwise in writing. If Franchisee prepares and submits to Franchisor monthly profit and loss statements, Franchisor may require Franchisee to have a certified public accountant review such statements on a quarterly basis, the expense of which shall be borne entirely by Franchisee, and then submit such quarterly reviews to Franchisor. Franchisee also shall immediately notify Franchisor in writing when one or more liens or judgments are filed against Franchisee, the Workshop and/or any of the personal guarantors (if any) under this Agreement. If Franchisee fails to timely submit a performance report, Franchisor reserves the right to charge Franchisee a late fee in the amount of One Hundred Dollars (\$100) per late submission.

(iii) Submission of Financial Statements and Tax Returns. Franchisee shall submit, within ~~sixty-fourty-five (6045)~~ days following the close of business of Franchisee's fiscal year, copies of a balance sheet, profit and loss statement and cash flow report prepared and certified by a certified public accountant which cover the previous twelve (12) months of operations of the Workshop. ~~The statements shall include a statement of income and a balance sheet certified by Franchisee as true and correct and shall be furnished within forty five (45) days after the end of each fiscal year of the Workshop.~~ The fiscal year of the Workshop must coincide with the calendar year. Franchisee also shall submit, within five (5) days of their filing, its federal and state tax returns for each year during the term of this Agreement; provided, however, that if

Franchisee is not a corporation or partnership, Franchisee may, at its option, submit only those schedules to its personal tax filings which reflect the revenues and expenses of the Workshop.

(iv) Audit of Franchisee's Records. Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, and tax returns of the Workshop and remove copies thereof from the Workshop premises. Franchisor shall also have the right at any time, at Franchisor's expense, to have an independent audit made of the Workshop books, records and accounts. If any inspection or audit reveals that an underpayment exists, Franchisee shall immediately pay to Franchisor the amount owing to Franchisor, as determined by the inspection or audit. Upon discovery of an understatement of two percent (2%) or more, in addition to prompt payment of the underreported amount, Franchisee shall reimburse Franchisor for any and all expense connected with such inspections or audits, including but not limited to reasonable accounting and legal fees as well as interest as provided for in Section 3(b) of this Agreement. Such payments shall be without prejudice to any other remedies Franchisor may have under this Agreement or otherwise at law. If a discrepancy of less than two percent (2%) is revealed, Franchisor will bear the costs of the audit.

(v) Forms. Franchisee will use only such forms, including, without limitation, those used in and generated by the software required by Franchisor, as are approved by Franchisor in the Manuals or otherwise in writing. Franchisee will obtain all forms specified by Franchisor and/or the required software, at Franchisee's expense, from suppliers approved by Franchisor. Franchisor may maintain and make available to Franchisee all or a portion of such forms electronically, if any exists, in addition to, or in lieu of, providing hard copies to Franchisee.

(vi) Payroll. At Franchisor's request, Franchisee will use a payroll service designated by Franchisor, or another service approved in writing by Franchisor, at Franchisor's discretion, which will include as part of its service the impounding and payment of all employee withholding taxes payable to the Internal Revenue Service and state and local taxing authorities. Franchisee will be responsible for all charges related to the payroll service. In addition, upon Franchisor's request Franchisee must submit copies of all quarterly form 941s and all proofs of payment related thereto to Franchisor within ten (10) days of the date such forms and payments are submitted to pertinent governmental agencies.

(vii) Accounting Service Provider. Franchisor has the right to require Franchisee to use an accounting service provider mandated by Franchisor.

(r) Inspections. Franchisor and its agents have the right to enter the Workshop, with or without notice, in person or remotely via communications technology, in order to inspect, photograph, and/or videotape on-going new construction or leasehold improvements, equipment and operations, and the performance of any and all services provided in and around the Workshop and/or the Premises to ensure compliance with all requirements of this Agreement. Franchisee will cooperate with Franchisor's representatives in those inspections by rendering whatever assistance Franchisor may reasonably request, including using communications or audiovisual technology, such as a smartphone, to facilitate the remote inspection by Franchisor or Franchisor's agents and providing the assistance necessary to enable Franchisor to contact and interview contractors, vendors and suppliers, as well as Franchisee's customers and former customers. Upon reasonable notice from Franchisor, and without limiting Franchisor's other rights under this Agreement, Franchisee will take such steps as may be necessary to correct the

deficiencies detected during any such inspection, including without limitation immediately correcting any problems with construction or leasehold improvements, and immediately desisting from the further use of any equipment, advertising materials, products, or materials that do not conform to Franchisor's then-current plans and specifications, the Manuals, or other standards or requirements, and to repair or replace anything in the Workshop that does not so conform. Franchisee acknowledges and agrees that any and all inspections by Franchisor and all demands made by Franchisor to correct deficiencies and conform to Franchisor's standards and specifications will not constitute a representation or warranty by Franchisor that the Workshop or its accounting practices comply with applicable laws, codes, ordinances, regulations or governmental standards. Upon reasonable written notification from Franchisor of a scheduled inspection, one of Franchisee's Owners (defined below) must be present during such inspection.

(s) Computer Systems.

(i) Obligation to Obtain Computer Systems. Franchisee, at its expense, shall purchase or lease and thereafter maintain such computer hardware and software, mobile application(s), cloud-based systems and/or software, smartphone(s), tablet, high-speed internet service, active e-mail account, required dedicated telephone number, printer(s), point-of-sale systems, scheduling systems, robotics, automation, electronics, communications systems, and other computer-related or technology-related accessories or peripheral equipment as Franchisor specifies ("Computer Systems"). Franchisor's requirements for the Computer Systems will be updated from time to time as deemed necessary by Franchisor in accordance with changing technology and industry standards and may include the requirement to purchase or lease new Computer Systems at Franchisee's expense. Franchisee must periodically update, as required by the Franchisor and/or the Computer Systems' manufacturers or vendors, all Computer Systems solely at the Franchisee's expense. Franchisee may be required to license proprietary Computer Systems directly from Franchisor or Franchisor's affiliates. Franchisee may be required to enter into license agreement(s) with Franchisor or other suppliers to provide all or part of the Computer Systems. Franchisor and its agents shall have the right to access all information related to the operation of the Workshop that is accessed or stored on the Computer Systems, whether in-person or from a remote location, which may be unlimited, remote, 24/7 access, and without the need for Franchisee's consent, at the times and in the manner prescribed by Franchisor. Franchisor may use data from the Computer Systems in any way it deems fit. Despite the fact that Franchisee agrees to buy, use, and maintain the Computer Systems according to Franchisor's standards and specifications, Franchisee will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer Systems; (2) the manner in which the Computer Systems interfaces with Franchisor's and any third party's computer system; and (3) any and all consequences if the Computer Systems is not properly operated, maintained, and upgraded. Franchisee may not install any software, other than authorized upgrades, or make any hardware modifications to the Computer Systems that might hamper or interfere with the operation of the Computer Systems in the manner Franchisor requires. Franchisee acknowledges and agrees that Franchisor shall have no responsibility under any circumstances for any malfunction or "crash" of any Computer System provided by or approved by Franchisor, including, but not limited to, for any data lost as a result of such malfunction or "crash." Franchisor shall have unlimited, independent access to all information and data (including

the ~~Franchisee~~Franchised Business Data) produced by or otherwise located on any of Franchisee's Computer Systems.

(ii) Connection to Franchisor's Systems. Franchisor ~~has~~ and its agents shall have the right to require Franchisee to connect to Franchisor's access all information related to the operation of the Workshop that is accessed or stored on the computer or wireless system, whether in person or from a remote location, without the need for Franchisee's consent, at all times and in the manner prescribed by Franchisor, which may be unlimited, remote, 24/7 access if required by Franchisor. If required, Franchisee shall provide such assistance as may be required to connect its Computer Systems with Franchisor's computer or wireless system. Franchisor shall thereafter have the right from time to time and at any time to retrieve and use for any purpose such data and information from Franchisee's Computer Systems, or from any third party or Franchisor-provided Computer Systems as Franchisor, in its sole and exclusive discretion, deems necessary or desirable. In view of the contemplated interconnection of Computer Systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Franchisor's standards and specifications for all item(s) associated with Franchisee's Computer Systems. Franchisor shall have no liability to Franchisee as a result of Franchisor access or failing to access the Computer Systems. Franchisee shall provide Franchisor with all required passwords or login credentials to access the Computer Systems.

(iii) Telephone and Connectivity. Franchisee will secure and maintain separate business telephone numbers and email addresses use at the Workshop as specified by Franchisor in the Manuals or otherwise. Franchisee will also secure and maintain high speed Internet connection at the Workshop as specified by Franchisor in the Manuals or otherwise. Franchisee will provide continuous telephone answering coverage by an employee whenever the Workshop is open for business. Franchisee will be solely responsible for the payment of all bills which result from the use and/or maintenance of the telephone lines and Internet connections at the Workshop and the operation of all Computer Systems.

(iv) Data. All data provided by Franchisee, uploaded to Franchisor's system from Franchisee's Computer Systems, and/or downloaded from Franchisee's Computer Systems to Franchisor's system, is, and will be owned exclusively by Franchisor and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the Workshop (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination, non-renewal, or expiration of, this Agreement for any reason. Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the establishment and operation of the Workshop pursuant to this Agreement.

(t) Gift Cards. Franchisee shall sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by Franchisor and only in the manner specified by Franchisor in the Manuals or otherwise in writing. Franchisee shall fully honor all Gift Cards that are in the form provided or

approved by Franchisor regardless of whether a Gift Card was issued by Franchisor via its website, Franchisee or another franchisee. Franchisee shall sell, issue, and redeem (without any offset against any Continuing Royalties) Gift Cards in accordance with procedures and policies specified by Franchisor in the Manuals or otherwise in writing, including those relating to procedures by which Franchisee shall request reimbursement for Gift Cards issued by other franchisees and for making timely payment to Franchisor, other operators of franchises, or a third-party service provider for Gift Cards issued by Franchisee that are honored by Franchisor or other franchise operators.

(u) Group Buying Services. Franchisee agree not to use any group buying services, including, without limitation, Groupon or Living Social, without first obtaining express written permission of Franchisor. As with all advertising, advertisements placed with a group buying service are subject to Franchisor's prior written approval. As for Continuing Royalties, Gross Sales shall include the total gross amount paid by the customer, whether or not such amount is ultimately paid to Franchisee or the group buying service.

(v) Credit Card Processing. Franchisee agrees to use such credit card processing services approved by Franchisor and to purchase and maintain, at Franchisee's expense, any equipment necessary to permit such credit card processing functionality. Notwithstanding the credit card processing requirement, Franchisor does not represent, nor does it certify or warrant, to Franchisee or Franchisee's customers that the credit card processing service approved by Franchisor is compliant, whether or not certified as such, with the PCI Data Security Standards.

(w) Data Protection; Privacy.

(i) Definition of Personal Information. As used in this Agreement, "Personal Information" shall mean (i) any information that can be used to identify, locate, or contact an individual or household, including but not limited to Franchisee's employees and customers and (ii) information that is defined as protected, personal information under any Privacy Law.

(iii) Data Protection and Security Policies. Franchisee shall comply with, or, as applicable, adopt policies consistent with the then-current version of Franchisor's data protection and security policies as may be described in ~~Franchisor's Manual~~ the Manual ("Data Protection and Security Policies"). Such policies may govern how ~~Franchisee~~ Franchised Business Data and Personal Information (~~as defined below~~) contained in such data shall be ~~accessed~~ collected, used, store, processed, shared, ~~stored, protected, disposed of~~, or destroyed. Franchisor has the right, but not the obligation to create such Data Protection and Security Policies. Franchisee acknowledges that Franchisor may supplement, modify, or amend the Data Protection and Security Policies from time to time in its sole discretion, and that Franchisee shall comply with such modifications or amendments within thirty (30) days of notice from Franchisor. Franchisor may require Franchisee to institute a data privacy policy for its Workshop. Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

(iiii) Privacy Laws. Franchisee warrants and represents and covenants that it shall comply with (i) applicable prevailing industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards

Council (the “PCI-DSS”), (ii) ~~Children’s Online Privacy Protection Act~~, (iii) those Security ~~and those mandatory~~ Data Protection ~~and Security~~ Policies ~~mandated by the Manuals~~, if any, and ~~(iviii)~~ all applicable international, federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information (collectively, “Privacy Laws”).

~~(iiiiv)~~ Marketing; Consumer Protection. Franchisee warrants and represents not to transmit or cause any other party to transmit advertisements or solicitations by e-mail, SMS text message, or other electronic media without first obtaining Franchisor’s written consent as to: (a) the content of such e-mail, electronic, or SMS text message advertisements or solicitations; and (b) Franchisee’s plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee shall be solely responsible for compliance with all laws pertaining to e-mails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the “CAN-SPAM Act of 2003”), and to use of automatic dialing systems, SMS text messages, and artificial or prerecorded voice messages, including but not limited to the Telephone Consumer Protection Act of 1991 (“TCPA”), as amended from time to time. Franchisee must comply with the Fair and Accurate Credit Transactions Act (FACTA) and all other consumer protection laws and regulations.

~~(ivv)~~ Security Breach. Franchisee shall cooperate with Franchisor in any audit that Franchisor may conduct from time to time of its data storage and management systems and Franchisee’s storage of Personal Information. In addition, if Franchisee becomes aware of any actual or suspected unauthorized access, processing, loss, use, disclosure, alteration, destruction, transfer, or other compromise or acquisition of or access to any ~~information~~ Personal Information, whether such information is stored in paper or electronic form, (i) ~~that can be used to identify, locate or contact an individual, including but not limited to Franchisee’s employees and customers (collectively, “Personal Information”);~~ (ii) ~~that is subject to any of the Privacy Laws and/or PCI-DSS;~~ or (iii) or information that might reasonably expose Franchisor to any harm or prejudice of any type or actual or suspected intrusion by an unauthorized third party into Franchisee’s or Franchisor’s computers, networks, servers, IT resources, or paper files (a “Security Breach”), Franchisee shall immediately notify the Franchisor’s ~~President~~ Chief Executive Officer via telephone of such matter and shall thereafter cooperate with Franchisor to investigate and remedy such matter. Except to the extent required by applicable law, no public disclosure of any instance of such unauthorized access or breach shall be made by Franchisee unless Franchisor has authorized the provision of notice and the form of such notice in writing. Franchisee shall reimburse Franchisor for all reasonable Notification and Remediation Related Costs (hereinafter defined) incurred by Franchisor arising out of or in connection with any such Security Breach that is directly or indirectly caused by Franchisee or its personnel. “Notification and Remediation Related Costs” shall include Franchisor’s internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (i) preparation and mailing or other transmission of legally required notifications to affected individuals, regulators and attorneys general; (ii) preparation and mailing or other transmission of such other communications to customers, agents or others as Franchisor deems reasonably appropriate; (iii) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and

training); (iv) engagement of information technology consultants, public relations and other similar crisis management services; (v) payment of legal and accounting fees and expenses associated with Franchisor's investigation of and response to the Security Breach; and (vi) payment of costs for commercially reasonable credit reporting services that are associated with legally required notifications or are advisable under the circumstances. Franchisee agrees to hold harmless, defend and indemnify Franchisor ~~and its officers, directors, agents, and employees~~ Indemnified Parties from and against any and all losses, expenses, judgments, claims, attorney fees and damages arising out of or in connection with any claim or cause of action in which Franchisor Indemnified Parties shall be a named defendant and which arises, directly or indirectly, out of the operation of, or in connection with a Security Breach or Franchisee's or Franchisee's officers, directors, agents or employees' violation of any Privacy Law ~~or regulation~~, Data Protection and Security Policies, consumer protection-related law or regulation, e-mail marketing and other marketing laws and regulations, and the PCI-DSS.

(~~v~~vi) Inspection. Franchisor, through its employees and/or any agents designated by Franchisor from time to time, may at any time during business hours, and without prior notice to Franchisee enter upon and inspect the ~~Workshop~~ each business premises and examine Franchisee's Computer Systems, databases, business records and other supporting records and documents in order to verify compliance with its Data Protection and Security Policies, ~~Children's Online Privacy Protection Act~~, and Privacy Laws. Any such inspection shall be made at Franchisor's expense, provided that if such inspection is necessitated by Franchisee's repeated or continuing failure to comply with the Data Protection and Security Policies, Privacy Laws, this Agreement ~~or the Franchise Agreement~~, Franchisor may charge Franchisee for the costs of making such inspection, including without limitation, travel expenses, room and board, and compensation of Franchisor's employees and/or agents.

(~~vii~~vii) Personal Information Requests Consent and Requests. Franchisee is responsible for obtaining any required consent to the collection, use, storage, processing, and sharing of Personal Information from its customers, employees, and other parties from which it is required to obtain consent under the Privacy Laws or Data Protection and Security Policies. Franchisee shall retain copies of the consent and store them and share them with Franchisor in the manner Franchisor requires. Franchisee shall fully comply with Data Protection and Security Policies and Privacy Laws as they relate to requests regarding individuals' personal information, as it may be defined under international, federal, state, and local law a person's exercise of his or her rights under the Privacy Laws. If any person contacts Franchisee seeking to exercise any right under law pertaining to Personal Information, Franchisee shall comply with such request in accordance with the terms of this Agreement, including the Data Protection and Security Policies, the Manual, the Privacy Laws, and as otherwise instructed by Franchisor. If requested by Franchisor, Franchisee must cooperate or coordinate with Franchisor to identify personal provide information about the way that Franchisee has accessed, collected, retained, or used in any way, stored, processed, and shared Personal Information.

(~~viii~~viii) Use of Personal Information. Franchisee ~~shall not use, disclose, retain, transfer, share, or sell~~ warrants and represents and covenants that it shall not collect, use, store, process, or share Personal Information, or personal information as it may be defined under international, federal, state, and local law, unless such action is

permitted by (i) the terms of this Agreement, (ii) the terms of the Data Protection and Security Policies, (iii) the standards in the ~~Manuals~~Manual, or (iv) Privacy Laws, and if applicable, (v) written approval of Franchisor. Franchisee shall collect, use, store, process, and share Personal Information only for purposes of operating the Workshop. Franchisee shall not sell Personal Information. Franchisee shall not re-identify any Personal Information that has been de-identified. If Franchisee engages any vendor that will collect, use, store, process, or share Personal Information, Franchisee must contractually bind the vendor to the data protection obligations that Franchisor requires.

(x) Secret Shoppers; Toll-Free Number; Etc. Franchisor may, at its sole discretion, institute various programs for verifying customer satisfaction and/or Franchisee's compliance with all operational and other aspects of the System, including, without limitation, marketing research surveys, a toll-free number, customer comment cards, secret shoppers, or otherwise. Franchisor will share with Franchisee the results of such programs as they pertain to Franchisee's business and Franchisee agrees to reimburse Franchisor for all costs associated with any and all such programs, which cost may be drafted by EFT at the sole discretion of Franchisor.

(y) Franchise Advisory Council. Franchisor may, but is not obligated to, form a Franchise Advisory Council selected by Franchisor in Franchisor's sole discretion, which shall provide Franchisor input as Franchisor may request from time to time ("FAC"). The FAC exists at Franchisor's pleasure, and Franchisor is not obligated or bound by any input provided by the FAC. The FAC will consist of franchisees in full compliance with this Agreement and/or Franchisor's representatives. Franchisor has the right to add or remove members of the FAC in Franchisor's sole discretion.

(z) Safety. Franchisee must abide by, and require that its employees abide by, any minimum safety standards Franchisor establishes for the System, including the requirement to wear safety goggles at all times that Franchisee or its employees uses a saw or drill press. Franchisee acknowledges that the nature of the Workshop and the use of saws, drill presses, hammers, paint, and other tools and equipment, and the sawdust and fume inhalation that results from such use, involves a high degree of risk and danger. Franchisee knowingly and voluntarily accepts and assumes responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, the Workshop or Franchisee's or its owners', agents', employees', invitees', or customers' use of such products or equipment. Franchisee agrees to hold harmless, defend and indemnify Franchisor and its officers, directors, agents, and employees from claims arising out of or related to the Workshop or Franchisee's or its owners', agents', employees', invitees', or customers' use of such products or equipment. Franchisee shall require that all customers who visit the Workshop and all of Franchisee's employees sign safety waivers before using tools or equipment at the Workshop.

(aa) Workshop Opening. Franchisee agrees not to open the Workshop for business until all of the following have been completed:

(i) Franchisor determines that the Workshop has been developed in accordance with Franchisor's specifications and standards, which determination may be made through an in-person or remote inspection of the Premises;

(ii) All required pre-opening training has been completed to Franchisor's satisfaction;

(iii) The Initial Franchise Fee and all other amounts then due to Franchisor, Franchisee's landlord, governmental authorities, and suppliers have been paid;

(iv) Franchisee has obtained all required building, utility, sign, health, sanitation, alcoholic beverage, and business permits, certificates, and licenses required to operate the Workshop;

(v) Franchisor has been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as Franchisor requests or accepts;

(vi) Franchisor has received all required documents pertaining to Franchisee's lease or purchase of the Premises;

(vii) Franchisee has requested an opening date from Franchisor with at least thirty (30) days written notice; and

~~(viii)~~ (viii) Franchisor has provided Franchisee with prior approval to open the Workshop for business.

(bb) Customer Service and Payments. Franchisee must follow the procedures for customer complaints found in the Manual. Resolution of customer concerns may involve discounting goods or services and other such measures that affect the Gross Revenues and profits of the Workshop. Franchisor reserves the right to charge Franchisee for Franchisor's costs to respond and/or resolve a complaint by Franchisee's customers that Franchisee does not satisfactorily resolve. Franchisee shall comply with Franchisor's policies for customer refunds. Franchisee agrees to accept the types and forms of customer payment as Franchisor may require from time to time and shall not accept a type or form of payment that Franchisor has not authorized.

12. Products; Services.

(a) Suppliers, Products and Supplies. In the operation of the Workshop, Franchisee shall use and sell only those products, materials, supplies, equipment, technology, and services that have been specifically designated ~~or~~ approved or required by Franchisor. Franchisor shall sell all goods and services required by Franchisor. Franchisee shall obtain all products, materials, supplies, equipment, and services that are used in operation of the Workshop from suppliers that Franchisor shall have specifically designated or approved. Franchisee may be required to purchase from Franchisor certain products or services, or Franchisor may designate an affiliate as the designated supplier of any products, materials, supplies, equipment, technology, or service used in the operation of the Workshop. Franchisor may designate exclusive suppliers for any products, materials, supplies, equipment and service. Franchisor or its affiliates may receive payments or other compensation from suppliers on account of the suppliers' dealings with Franchisor, Franchisee, or other franchised businesses in the System. Franchisor may use any amounts that it receives from suppliers for any purpose that Franchisor deems appropriate. Further if Franchisor and its affiliates sell any goods and services to Franchisee, Franchisor and its affiliates may make a profit. Franchisee hereby agrees that Franchisor and its affiliates are entitled to such profits, payments, discounts, or other compensation. Franchisor and its affiliates may negotiate supply contracts with its suppliers under which Franchisor is able to purchase products, equipment, supplies, and services at a price lower than that at which franchisees are able to purchase the same items. Franchisor may, from time to time, amend the list of approved

products, services, and suppliers, and Franchisee must comply with any such changes within thirty (30) days after receiving notice of the change. If Franchisee requests that Franchisor evaluate a new supplier, product, or service, Franchisee shall pay for Franchisor's costs to evaluate the supplier, product, or service. Franchisor may, from time to time, amend the list and this section of approved products and suppliers.

(b) Novelty Items. Franchisee may offer for retail sale such novelty items bearing the Marks as approved in writing by Franchisor (the "Items"), which may include, but are not limited to, in Franchisor's sole discretion, t-shirts, hats, and beverage containers. Franchisee must purchase the Items from Franchisor. Franchisee shall sell only Items purchased by Franchisee from Franchisor or such other approved supplier. Provided further, Franchisor has the right, in its sole discretion and upon thirty (30) days written notice to Franchisee, to require Franchisee to sell only Items purchased by Franchisee from any approved supplier, and to discontinue the sale of any Items purchased from a non-approved supplier.

(c) Services/Products and Inventory. Franchisee agrees that it will only offer those products and services specifically designated or approved by Franchisor. Franchisee agrees that it shall maintain such inventory levels at the Workshop as designated by Franchisor in accordance with its then-current standards. Franchisee must submit a list of all products for sale to customers at the Workshop at such times and in such a manner as determined by Franchisor.

(d) Pricing. Franchisee shall generally be permitted to establish prices during the Term. However, to the extent permitted by applicable antitrust laws, such pricing must: (1) comply with any minimum or maximum prices set by Franchisor; and (2) comply with any prices specified by Franchisor; and (3) conform to any bona fide promotional programs or national or regional accounts programs periodically established by Franchisor. Any pricing policies established by Franchisor will apply to all franchisees within Franchisee's market. Franchisor retains the right to modify its pricing policies from time to time in its sole discretion. Franchisee must provide to Franchisor a price list containing all of the prices charged for the products supplied by the Workshop. The price list must be updated and supplied to Franchisor every time Franchisee alters its prices and, in any event, at least annually.

(e) System Changes. Franchisee acknowledges that the System, the services, and products offered by the Workshop may be modified (such as, but not limited to, the addition, deletion, and/or modification of operating procedures, products, and services) from time to time by Franchisor; and Franchisee agrees to comply, at its expense, with all such modifications, including, without limitation, all requirements needed to implement the modifications. Franchisee agrees there is no limit to Franchisor's ability to modify the System. Franchisee may be required to pay additional or increased fees to Franchisor, its affiliates, or third-party vendors, as a result of these System changes.

(f) Technology Changes. Franchisee acknowledges and agrees that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it will abide by those reasonable new standards established by Franchisor, at Franchisee's sole cost and expense. Franchisee may be required to pay additional or increased fees to Franchisor, its affiliates, or third-party vendors, as a result of these changes to technology.

(g) Promotional Requirements. Franchisor has the right to require Franchisee to participate in national, regional, and local giveaways and promotions. Franchisee may be required to provide free or discounted classes or other free or discounted products or services as a result of such giveaways or promotions. Franchisor is not required to reimburse Franchisee for Franchisee's costs and expenses incurred as a result of these giveaways and promotions.

(h) No Warranties. FRANCHISOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES, MAKE NO WARRANTY WITH RESPECT TO ANY PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES OR OTHER ITEMS FRANCHISOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES, APPROVE, SUPPLY, OR REQUIRE FRANCHISEE TO PURCHASE OR USE. FRANCHISOR, ITS AFFILIATES, AND THEIR REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUCH PRODUCTS, EQUIPMENT, SUPPLIES, OR OTHER APPROVED ITEMS.

13. Transfer; Franchisor's Right of First Refusal.

(a) Transfers by Franchisor. This Agreement, and any and/or all of Franchisor's rights and/or obligations under it, are fully transferable by Franchisor in Franchisor's sole discretion and will inure to the benefit of any person or entity to whom Franchisor transfers it, or to any other legal successor to Franchisor's interest in this Agreement. If Franchisor transfers this Agreement, or any and/or all of Franchisor's rights and/or obligations under it, all past, current and future obligations of Franchisor to Franchisee will cease and be forever extinguished. Franchisor shall be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment, and Franchisee's obligations and duties shall be and will remain the same notwithstanding any such assignment. Franchisor may be sold and/or Franchisor may sell any or all of its assets to a competitive or other entity; or Franchisor may participate in an initial, or other, public offering or private placement of Franchisor's stock; may merge, acquire other entities and/or assets (competitive or not); may be acquired by a competitive or other entity; and/or may undertake any refinancing, leveraged buy-out and/or other transaction. Franchisee waives any and all claims, demands and/or damages with respect to any transaction or otherwise allowed under this section or otherwise.

(b) Transfers by Franchisee. The rights and interest of Franchisee under this Agreement are and shall remain personal to Franchisee. Franchisee recognizes that Franchisor has granted the License in reliance on the business, financial capacity, personal skill, qualifications, and representations of the Owners, and in reliance upon Section 13, 14, 15 and 23 of this Agreement and the Owners' agreement to be bound thereby. Therefore, neither Franchisee's interest, rights or privileges in the Agreement, the License, substantially all of the assets of the Workshop, or the Workshop, nor the Owner's interest in Franchisee or the Owners, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, in any manner, except as provided in this Section 13. For purposes of this Agreement, the term "transfer" shall mean any issuance, sale, assignment, gift, pledge, mortgage or any other encumbrance (other than a lien against Franchisee's assets to secure a loan for the construction, remodeling, equipping or operation of the Workshop), transfer by bankruptcy, transfer by judicial order, merger, consolidation share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary. Any ownership or structural changes in Franchisee including but not limited to, any merger, reorganization, issuance of additional shares or classes of stock or additional partnership interests, shall constitute and be deemed a transfer and shall be subject to the provisions of Section 13(d).

(c) Franchisor's Right of First Refusal.

(i) Franchisor's Right. If Franchisee or an Owner proposes to transfer this Agreement or its interest herein or in the Workshop, in whole or in part, Franchisee must first deliver a statement to Franchisor offering to sell to Franchisor the Franchisee's or Owner's interest in this Agreement and the land, building, equipment, furniture and fixtures and any other assets or leasehold interests used in the operation of the business. If the proposed transfer involves an offer from a third party, then Franchisee must obtain from the third-party offeror and deliver to Franchisor a statement, in writing, signed by the offeror and by Franchisee, of the binding terms of the offer. If the transfer does not involve an offer from a third party, then the purchase price for Franchisor's purchase of assets described above will be the fair market value of the assets, but shall not include the value of any goodwill of the business, as the goodwill of the business is attributable to the Marks and the System. If Franchisee disagrees with the value of the Workshop as determined by Franchisor, then Franchisee and Franchisor shall each hire an appraiser (or a single appraiser, if they so agree) to value the assets. If the appraisals are within twenty percent (20%) of each other, then the difference between the two shall be equally divided to establish the price at which Franchisor may exercise its first right and option. If the difference between the appraisals is greater than twenty percent (20%), then the issue of the fair market value of such consideration shall be determined by a third appraiser selected by the other two appraisers and whose decisions shall be final, except that it may not be lower or higher than the lowest appraisal and highest appraisal, respectively, determined by the first two appraisers. Franchisor and Franchisee will each pay one-half of the appraiser's fees and expenses. Franchisor then has forty-five (45) days from its receipt of the statement setting forth the third-party offer or the appraiser's report, as applicable (and all other information requested by Franchisor) to accept the offer by delivering written notice of acceptance to Franchisee. Franchisor will have an additional 45 days to complete the purchase if Franchisor elects to exercise its right of first refusal. Franchisor's acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to Franchisor; provided, however (and regardless of whether the following are inconsistent with the price and terms set forth in the statement) (1) Franchisor has the right to substitute equivalent cash for any noncash consideration included in the offer, (2) Franchisor will prepare the transaction documents for the Transfer, which will be on terms customary for this type of transaction (including representations and warranties, covenants, conditions, and indemnification), and (3) Franchisor's purchase may be limited to any assets related to the business.

(ii) Approval of Transfers. If Franchisor decides not to exercise its right of refusal, Franchisor shall have the right to approve or disapprove the proposed transfer; provided, however, Franchisor's consent shall not be unreasonably withheld as provided in Section 13(d). If Franchisor approves the transfer in writing, Franchisee (or Owner, as applicable) may make the proposed transfer on the exact terms and conditions specified in Franchisee's notice to Franchisor within sixty (60) days after the expiration of Franchisor's right of first refusal. If the transfer is not consummated within such 60-day period, Franchisee may not thereafter transfer such interest without again complying with this Section 13.

(d) Conditions on Transfer. Franchisor agrees that it will not unreasonably withhold its consent to a proposed transfer if all the following conditions are satisfied:

(i) No Exercise of Right. Franchisor shall have decided not to exercise its right of first refusal as provided in Section 13(c).

(ii) Compliance. Franchisee is in full compliance with this Agreement and there are no uncured defaults by Franchisee hereunder, and all debts and financial obligations of Franchisee under this Agreement are current, including Franchisee's obligations to the Brand Fund, each Cooperative of which Franchisee is a member, and all vendors, including, if applicable, Franchisor.

(iii) Agreements. The proposed transferee executes such documents as Franchisor may reasonably require to evidence that it has assumed the obligations of Franchisee under this Agreement, including, but not limited to, the then current version of the Franchise Agreement, and if required by Franchisor, the proposed transferee executes, and in appropriate circumstances, causes such other parties as Franchisor may require to execute, Franchisor's then-current ancillary agreements to this Agreement, which documents may be substantially different than those executed contemporaneously with the execution of this Agreement provided, however, that the royalty rate, Brand Fund and advertising expense payable by the transferee will not be increased to an amount which is greater than that which is required to be paid system-wide by Franchisor's new franchisees, the transferee will not be required to pay an additional Initial Franchise Fee and the protected Territory of the Workshop, as designated in this Agreement will remain substantially similar in size. The Franchise Agreement between Franchisor and Franchisee will terminate once an approved transfer is completed.

(iv) Release. Franchisee, ~~its~~ Owners, ~~and all of the personal~~ guarantors of ~~this Agreement, if any,~~ the Franchisee; and their respective predecessors, parents, affiliates, subsidiaries, shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, personal representatives, heirs, executors, administrators, successors, and assigns execute a general release, in a form prescribed by Franchisor, releasing ~~Franchisor and its Franchisor's predecessors, parents, affiliates, predecessors, successors and assigns, and subsidiaries;~~ and their respective shareholders, members, managers, officers, directors, shareholders and employees, ~~in~~ agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities, from any and all claims, causes of action, demands, debts, liabilities, obligations, fees, costs and expenses, including without limitation, claims and causes of action arising under federal, state and local laws, rules, regulations and ordinances, arising prior to and including the date the transfer becomes effective.

(v) Training. Prior to the date of the proposed transfer, the proposed transferee's principal operators and managers undertake and complete, to the satisfaction of Franchisor, such training and instruction as Franchisor shall deem necessary.

(vi) Qualifications. Franchisor is satisfied that the proposed transferee (and if the proposed transferee is an entity, all owners of any interest in such entity) meets all of the requirement for Franchisor's new franchisees applicable on the date Franchisor receives notice of the proposed transfer and including, but not limited to, good reputation and character, business experience, management experience, and financial strength and liquidity.

(vii) Continuing Obligations. Any Owner transferring an interest in Franchisee acknowledges and agrees in writing that it is bound by Section 14, 15 and 23 of this Agreement.

(viii) Transfer Fee. Franchisee or the exiting Owner, as applicable, pays to Franchisor a transfer fee of (i) the greater of Fifty Percent (50%) of the then-current initial franchise fee or Fifteen Thousand Dollars (\$15,000) if the transferee is a new AR WORKSHOP owner or (ii) the greater of Twenty-Five Percent (25%) of the then-current initial franchise fee or Seven Thousand Five Hundred Dollars (\$7,500) if the transferee is an existing AR WORKSHOP owner in good standing.

(ix) Required Documents. The proposed transferee and all owners of any interest in a transferee that is an entity provided Franchisor, at least forty-five (45) days prior to the proposed transfer date, copies of financial statements for the preceding three years, and where applicable, its certificate of incorporation and bylaws (and any amendments or modifications thereof), minutes and resolutions and all other documents, records and information pertaining to the transferee's existence and ownership.

(x) Refurbish. Within the time specified by Franchisor, Franchisee, at its expense, shall refurbish the Workshop, as necessary, to conform the Workshop to Franchisor's then-current standards and specifications, including, without limitation, specifications regarding, size, color, trade dress, presentation of the Marks, fixtures, flooring, carpeting, and installed equipment.

(xi) Notice. Franchisee has given Franchisor at least ninety (90) days' prior written notice of its intent to transfer.

(xii) Gift Cards. The proposed transferee must assume the Gift Cards that are valid and redeemable as of the date of the transfer.

(xiii) Finder's Fee. Franchisor also reserves the right to require Franchisee to pay Franchisor's then-current finder's fee if, in Franchisor's sole discretion, (i) Franchisor introduces the prospective transferee to Franchisee or (ii) if the prospective transferee first applied to be an AR WORKSHOP franchisee prior to any communications with Franchisee, and Franchisee completes the transfer to the party. Any finder's fee is in addition to the transfer fee. Notwithstanding the foregoing, Franchisor has no obligation to assist Franchisee in the transfer or sale of the Workshop and has no obligation to introduce any prospective transferee to Franchisee.

~~(e) Transfer of License. Franchisee may not transfer its rights or interest in this Agreement and/or the License without the prior written consent of Franchisor, which consent may be granted or denied in the reasonable discretion of Franchisor. In the event Franchisor approves a transfer pursuant to this Section 13(e), the following requirements shall be met prior to the approved transfer:~~

~~(i) Agreements. The proposed transferee shall execute such documents as Franchisor may reasonably require to evidence that it has assumed the obligations of Franchisee under this Agreement, and any then-current ancillary agreements, which documents may be substantially different than those executed contemporaneously with the execution of this Agreement;~~

~~(ii) Continuing Obligations. The Franchisee or exiting Owner acknowledges and agrees in writing that it is bound by Sections 14, 15 and 23 of this Agreement; and~~

~~(iii) Transfer Fee. Franchisee or the exiting Owner pays Franchisor a transfer fee of (i) the greater of Fifty Percent (50%) of the then-current initial franchise fee or Fifteen Thousand Dollars (\$15,000) if the transferee is a new AR WORKSHOP owner or (ii) the greater of Twenty Five Percent (25%) of the then-current initial franchise fee or Seven Thousand Five Hundred Dollars (\$7,500) if the transferee is an existing AR WORKSHOP owner in good standing.~~

~~(f) Permitted Transfer. Notwithstanding the foregoing, providing Franchisee is in compliance with this Agreement, an Owner of less than fifty one percent (51%) of Franchisee's ownership interests, may transfer all or a portion of his interest in Franchisee to another Owner or to Franchisee (such person or entity being referred to as a "Permitted Transferee") and such a transfer shall not be subject to the restrictions of this Section 13; provided, however, Franchisee shall promptly notify Franchisor and pay Franchisor Two Thousand Dollars (\$2,000), and the exiting Owner shall execute Franchisor's then-current form of termination agreement and release.~~

~~(g) Transfer to a Wholly Owned Entity. Notwithstanding the foregoing, if Franchisee consists of one or more individual(s), Franchisee may transfer its interest under this Agreement to a corporation, limited liability company or other legal entity so long as: (1) the legal entity is owned entirely by all of the original individual franchisees or personal guarantors hereof; (2) each and all of the obligations of Franchisee and the new legal entity are personally guaranteed by the original individual franchisees or personal guarantors hereof; (3) Franchisor receives prior written notice of the transfer along with a complete set of the new legal entity's filed, date stamped formation documents; and (4) Franchisee and the new legal entity enter into a written assignment and assumption agreement in a form prescribed by Franchisor pursuant to which the new legal entity assumes and agrees to discharge all of Franchisee's obligations under this Agreement.~~

~~(h) Death or Disability.~~

~~(i) Transfer Upon Death or Disability. Upon the death or disability of Franchisee or any Owner, the Franchisee's or any such Owner's executor, administrator, conservator, guardian, or other personal representative must transfer the Franchisee's interest in this Agreement, or the Owner's ownership interest in Franchisee, to a third party (which may be Franchisee's or the Owner's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed nine (9) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 13, including the qualifications of the transferee; provided, however, that if the transferee is another Owner of Franchisee or the deceased or disabled Owner owns less than twenty-five percent (25%) of Franchisee, Franchisor's right of first refusal shall not apply and no transfer fee shall be payable. Failure to transfer Franchisee's interest in this Agreement, or the Owner's ownership interest in Franchisee, within this period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent Franchisee or the Owner from operating the Workshop in the manner required by this Agreement and the Manuals or from performing its, his, or her obligations under this Agreement and the Manuals.~~

(ii) Operation upon Death or Disability. During the period between death or disability of Franchisee or any Owner and the completion of the transfer described in Section 13(hg)(i), the Workshop still must be operated in accordance with the terms and conditions of this Agreement. Upon the death or disability of Franchisee or any Owner of Franchisee, the Franchisee's or any such Owner's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed thirty (30) days from the date of death or disability, appoint a Manager (unless Franchisee or the Owner had previously appointed a Manager who remains responsible for the day-to-day operation of the Workshop). Any new Manager must complete Franchisor's standard training program at Franchisee's expense, sign Franchisor's then-current form of confidentiality and non-compete agreement, and comply with any of Franchisor's then-current requirements for ~~approval~~acceptance of a Manager.

(h) Not a Waiver. Franchisor's consent to a transfer of any interest in Franchisee or the Workshop granted through this Agreement will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

14. Covenants Against Unfair Competition and Non-Solicitation Covenants.

(a) Franchisee's Covenant Against Unfair Competition– During Term. Franchisee acknowledges it will receive valuable, specialized training and Confidential Information (as defined in Section 15)) regarding the production, operational, sales, promotional, and marketing methods of the AR WORKSHOP concept that Franchisor has developed through monetary and other resource expenditures that provide competitive advantages to Franchisor's System. During the Term, Franchisee and its Owners will not, without Franchisor's prior written consent, for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant for, any Competitive Business (as defined in Section 14~~(de)~~); or

(ii) offer or grant franchises or licenses for any Competitive Business;
or

(iii) become a franchisee or licensee of any Competitive Business; or

~~(iiiiv)~~ perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System; ~~or~~

~~(iv) use any vendor relationship established through Franchisee's association with Franchisor for any purpose other than to purchase supplies, products, equipment, merchandise, or services for use or retail sale in the Workshop.~~

(b) Franchisee's Non-Solicitation– During Term. Franchisee acknowledges it will receive customer and vendor information that is considered Confidential Information of the Franchisor. During the Term, Franchisee and its Owners will not, without Franchisor's prior written consent for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) solicit, divert or attempt to solicit or divert any person or party who is or was a customer of the Workshop at any time during the term of this Agreement, to any Competitive Business, by direct or indirect inducement or otherwise, as Franchisee agrees that all goodwill associated with Franchisee's operation under the Marks and the System, and all customer information associated therewith, inure to Franchisor; or

(ii) solicit, divert, or attempt to solicit or divert, any vendor that has done business with the Workshop to provide supplies, products, equipment, merchandise, or services to a Competitive Business, by direct or indirect inducement or otherwise.

~~(b)(c)~~ Franchisee's Covenant Against Unfair Competition and Not to Solicit—
Post-Term. In partial consideration for Franchisor allowing Franchisee to license Franchisor's Marks and Confidential Information, Franchisee and each of the Franchisee's Owners covenant and agree that for a period of two (2) years after the termination, expiration, or non-renewal of this Agreement, regardless of the reason for such termination, expiration, or non-renewal ("Restrictive Period"), Franchisee and its Owners shall not, within the Restrictive Territory (as defined in Section 14(~~d~~e) below) engage in any of the following:

~~(i) engage in any Competitive Business as franchisee or licensee; or~~

(i) franchise, license, or own an interest in any Competitive Business, including as franchisor, licensor, franchisee or licensee, provided that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section 14(c) so long as Franchisee does not own themselves or through their spouses or partners more than one percent (1%) of the securities of such corporation; or

(ii) franchise or license any Competitive Business to any person or party; or

(iii) engage in any Competitive Business as an employee, manager, operator, consultant, or independent contractor in any capacity in which Franchisee or its Owners would be performing or directing others to perform:

(1) Duties that are the same as or substantially similar to the work Franchisee or its Owners engaged in and/or performed as Franchisee or Owner at any time during the Term of this Agreement, or

(2) Duties that would require or permit Franchisee or its Owner to use or disclose Franchisor's Confidential information for Franchisee's or the Owner's benefit or the benefit of any person or entity other than Franchisor; ~~or~~

~~(iv) become interested in any such Competitive Business as an owner, partner, shareholder, member, director, officer, lender, or principal; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section 14(b) so long as Franchisee or any Owner does not own themselves or through their spouses or partners more than one percent (1%) of the securities of such corporation.~~

~~(e)~~ Franchisee's Covenant Not to Solicit. ~~Franchisee agrees that during the Term and during the Restricted Period, within the Restrictive Territory~~Non-Solicitation Covenant

– Post-Term. In partial consideration for Franchisor allowing Franchisee to license Franchisor's Marks and Confidential Information, Franchisee and each of the Franchisee's Owners covenant and agree that during the Restrictive Period, Franchisee and its Owners will not shall not, within the Restricted Territory engage in any of the following:

(i) solicit, divert, or attempt to solicit or divert any Customer (as defined in Section 14~~(e)~~) to a Competitive Business; or

(ii) solicit, request, or induce any Customer to cancel or curtail its current or future business with Franchisor, Franchisor's affiliates, or Franchisor's franchisees; or

(iii) Call on or contact any vendor or supplier that Franchisor, its franchisees, or its affiliates use during the Term or who Franchisor, its franchisees, or its affiliates used within one (1) year preceding the termination, expiration, or non-renewal of this Agreement, through the use of, or with the assistance of, any Confidential Information for the purpose of soliciting, requesting, or attempting to cause such vendor or supplier to cancel or curtail its current or future business with Franchisor, its franchisees, or its affiliates; or

(iv) solicit, divert, or attempt to solicit or divert to any Competitive Business any vendor or supplier with whom Franchisee has a business relationship through Franchisee's association with Franchisor during the Term or within one (1) year preceding the termination, expiration, or non-renewal of this Agreement to provide materials, products or services that are the same or substantially similar to the materials, products, and/or services said vendor or supplier provides or provided to Franchisor, its franchisees, or its affiliates; or

~~(v) solicit, divert, or attempt to solicit or divert any persons who were employees or independent contractors associated with the Workshop during the Term or within one (1) year preceding the termination, expiration, or non-renewal of this Agreement for, or on behalf of, any Competitive Business to work with any Competitive Business in a position where the employee or independent contractor would use or disclose Franchisor's Confidential Information; or~~

~~(vi) solicit, divert, or attempt to solicit or divert any persons who were employees and independent contractors of Franchisor, Franchisor's affiliates, or Franchisor's other franchisees during the Term or within one (1) year preceding the termination, expiration, or non-renewal of this Agreement for, or on behalf of, any Competitive Business to work for any Competitive Business; or~~

~~(vii)~~ (viii) solicit, request, or induce any other party who is a franchisee of Franchisor during the Term or who was a franchisee of Franchisor within one (1) year preceding the termination, expiration, or non-renewal of this Agreement to cancel or curtail its current or future business with Franchisor, Franchisor's affiliates, or Franchisor's franchisees; or

~~(viii)~~ (ix) solicit, request, or induce a party who is a franchisee of Franchisor at during the Term or was a franchisee of Franchisor within one (1) year preceding the termination, expiration, or non-renewal of this Agreement to engage in a Competitive Business.

(de) Definitions.

(i) Boutique. For purposes of this Section 14, the term “Boutique” means a small retail store that is owned by a small business selling a special selection of fashionable consumer goods.

(ii) Competitive Business. For purposes of this Section 14, the term “Competitive Business” means any business or commercial activity that satisfies one or more of the following criteria:

(1) offers, sells, or provides in-person classes or programs for the creation of home décor and home accessory items; or

(2) receives at least twenty five percent (25%) of its revenue from the sale of craft and/or do-it-yourself kits for the creation of home décor and home accessory items; or

(3) receives at least twenty five percent (25%) of its revenue from the sale of one or more of the following goods from a Boutique: home décor and home accessory items, decorative accent items; furniture, cooking accessories, cosmetic products, candles, clothing, jewelry, and/or fashion accessories.

(iii) Customer. For purposes of this Section 14~~(e)~~, the term “Customer” means (1) any customer to which the Workshop sold any product or for which the Workshop performed any service at any time during the Term or within the one (1) year period prior to the termination, expiration, or non-renewal of this Agreement, or (2) any prospective customer that the Workshop called on at any time or had any communications during the Term or within the one (1) year period prior to the termination, expiration, or non-renewal of this Agreement, or (3) any prospective customer about whom the Workshop gathered information at any time during the term or within the one (1) year period prior to the termination, expiration, or non-renewal of this Agreement that could be used to the competitive disadvantage of the Franchisor, its affiliates, or its franchisees.

(iv) Restrictive Territory. For purposes of this Section 14, the term “Restrictive Territory” means the following:

(1) An area which is within a 15-mile radius of:

(A) The Location of the Workshop as of the date of termination, expiration, or non-renewal of this Agreement, and

(B) The location of any other AR WORKSHOP location owned by Franchisor or its affiliates or franchisees as of the date of termination, expiration, or non-renewal of this Agreement; or

(2) Only in the event the foregoing is determined by a court of law to be too broad, (A) the Territory served by Franchisee (as defined in Attachment 1) as that Territory exists on the date of termination, expiration, or non-renewal of this Agreement, (B) the territories in which Franchisor or its affiliates operate any AR WORKSHOP businesses or locations as of the date of termination, expiration, or non-renewal of this Agreement, and (C) the territories of any of

Franchisor's other AR WORKSHOP franchisees as those territories exist as of the date of termination, expiration, or non-renewal of this Agreement; or

(3) Only in the event the foregoing is determined by a court of law to be too broad, the Territory served by Franchisee (as defined in Attachment 1) as that Territory exists on the date of termination, expiration, or non-renewal of this Agreement; or

(4) Only in the event the foregoing is determined by a court of law to be too broad, at the Location of the Workshop.

(ef) Reasonableness. The foregoing in-term and post-termination covenants against unfair competition with respect to similar Competitive Businesses shall apply regardless of how or why the Agreement terminates, expires, or does not renew. The parties agree that the foregoing covenants contained in this Section 14 contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect Franchisor's goodwill or Franchisor's other business interest and its franchisees and the provisions do not prevent Franchisee or its Owners from earning a living. Franchisee agrees that the scope of activities prohibited in this Section 14, and the length of the term and geographical restrictions in this Section 14, are necessary to protect the legitimate business interests and are fair and reasonable and are not the result of overreaching, duress, or coercion of any kind. Franchisee's full, uninhibited, and faithful observance of each of the covenants in this Section 14 will not cause any undue hardship, financial or otherwise. Enforcement of each of the covenants in this Section 14 will not impair Franchisee's or its Owners' ability to obtain employment commensurate with Franchisee's or its Owners' abilities or on terms fully acceptable to Franchisee or otherwise to obtain income required for the comfortable support of Franchisee and its Owners and their families, and the satisfaction of the needs of all of Franchisee's and its Owners' creditors. Franchisee's and its Owners' special knowledge of the AR WORKSHOP concept (and anyone acquiring this knowledge through Franchisee or its Owners) is such as it would cause Franchisor serious injury and loss if Franchisee or its Owners (or anyone acquiring this knowledge through Franchisee or its Owners) were to use this knowledge to the benefit of a competitor or were to compete with Franchisor or its franchisees. The covenants in this Section 14 are to be construed as independent of any other covenant or provision of this Agreement. The existence of any claim Franchisee or any of its Owners may have against Franchisor or any of its affiliates (regardless of whether arising under this Agreement) is not a defense to the enforcement of these covenants against Franchisee or its Owners. In the event of any violation of the provisions of this Section 14, the Restrictive Period shall be extended by a period of time equal to the period of the violation. Franchisee and Franchisor agree that the running of the applicable post-termination Restrictive Period shall be tolled during any period of such violation.

(fg) Managerial and Supervisory Employees. Franchisee covenants that it shall cause all persons who are involved in managerial or supervisory positions with Franchisee to enter into an agreement to be bound by provisions substantially similar to Sections 14 and 15 of this Agreement. Franchisee agrees to provide Franchisor with copies of such executed agreement upon request. If Franchisee has reason to believe that any person has violated any such provisions of this Agreement, Franchisee shall promptly notify Franchisor and cooperate with Franchisor to protect Franchisor against unfair competition, infringement, or other unlawful use of the Marks, trade secrets, design, artwork, or System of Franchisor. Franchisee further grants Franchisor the right, but not the obligation, to prosecute any such lawsuits at Franchisor's expense on behalf of Franchisee.

15. Trade Secrets and Confidential Information.

Franchisee understands and agrees that Franchisor has disclosed or will hereafter disclose to Franchisee certain ~~confidential or proprietary information and trade secrets~~Confidential Information. Except as necessary in connection with the operation of the Workshop and as approved by Franchisor, Franchisee shall not, during the Term or at any time after the expiration, non-renewal, transfer, or termination of this Agreement, regardless of the cause thereof, directly or indirectly, use for its own benefit or communicate or divulge to, or use for the benefit of any other person or entity Confidential Information. "Confidential Information" means all knowledge, know-how, standards, methods and procedures related to the establishment and operation of the Workshop not generally known to the public and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Workshop including, without limitation, all databases (whether in print, electronic or other form), designs, artwork, all names, addresses, phone numbers, e-mail addresses, customer purchase records, mail lists, manuals, promotional and marketing materials, marketing strategies and any other data and information that the Franchisor or its affiliates designates as confidential including all information contained in the Manuals, which may be provided as one or more separate manuals, written instructional guides, electronic files, or other communications from the Franchisor or its affiliates, which may be changed or supplemented from time to time. Franchisee shall disclose to its employees only such Confidential Information as is necessary to operate its business hereunder and then only while this Agreement is in effect. Any and all information, knowledge, or know-how, including without limitation, home décor and other designs, drawings, artwork, materials, equipment, marketing, and other data which Franchisor designates as secret or confidential shall be deemed secret and confidential for purposes of this Agreement. Franchisee will require all personnel having access to any Confidential Information from Franchisor to execute an agreement requiring them to maintain the confidentiality of information they receive in connection with their employment at the Workshop. Those confidentiality agreements will be in a form satisfactory to Franchisor.

16. Insurance.

(a) Types and Extent of Coverage. Franchisee shall obtain and maintain throughout the Term such insurance coverages with such limits as specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises):

(i) fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at not less than ninety percent (90%) of the actual replacement value of the building (if owned), and contents, and improvement~~s~~;

(ii) workers' compensation and other insurance required by law;

(iii) comprehensive general liability insurance on an occurrence basis naming Franchisor and its officers, directors and employees as an additional insured as follows;

(A) Bodily injury to or death of one or more persons with minimum coverage of One Million Dollars (\$1,000,000);

(B) property damage or destruction with minimum coverage of One Million Dollars (\$1,000,000) per occurrence;

(C) public and product liability with minimum coverage of One Million Dollars (\$1,000,000);

(D) if required by the laws of the jurisdiction where the Workshop is located, dram shop liability with such coverage with minimum coverage of One Million Dollars (\$1,000,000) or a higher amount if required by law;

(E) non-owned vehicle coverage with minimum coverage of Five Hundred Thousand Dollars (\$500,000); and

(F) Cyber security insurance coverage with minimum coverage of Five Hundred Thousand Dollars (\$500,000).

(b) Other Insurance Requirements. Franchisee shall obtain from a nationally recognized insurance company and at all times during the term of this Agreement maintain in force and pay the premiums for all types of insurance listed above with complete operations coverage. All policies of insurance required to be maintained hereunder shall: (i) be written as primary policy coverage and not “excess over” or contributory with any other applicable insurance, including Franchisor’s insurance; (ii) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer(s) liability; (iii) shall not contain any special limitations on the scope of coverage afforded to Franchisor; (iv) shall provide that any failure by Franchisee or any of Franchisee’s employees, agents, subcontractors, or suppliers, to comply with any notice, reporting, or other similar provisions of such policies shall not affect the coverage provided to Franchisor. From time to time in Franchisor’s sole discretion, Franchisor may increase or modify such limits of liability or require additional types of coverage. The insurance policies shall name Franchisor and any affiliates, officers, members, owners, subsidiaries, and employees Franchisee designates as an “additional insured” and shall expressly protect both Franchisor and Franchisee (and any other additional insured) on a primary and non-contributory basis and shall require the insurer to defend both Franchisee and Franchisor (and any other additional insured) in any action while reserving Franchisor’s right to involve counsel of Franchisor’s own choosing in protection of its own and system wide interests. Additionally, Franchisee’s insurance policy must waive on behalf of Franchisee’s insurer any right of subrogation by the insurance company against Franchisor and Franchisor’s officers, shareholders, and employees. Franchisee understands that doing so does not necessarily furnish Franchisee with protection levels adequate to Franchisee’s needs and that Franchisee’s obligation to indemnify Franchisor as set forth above in this Agreement may exceed the amount of insurance Franchisee is required to obtain or does obtain. Franchisee shall comply with all levels and types of insurance required by any applicable law. At least thirty (30) days prior to the time any insurance is first required to be carried by Franchisee, Franchisee will deliver or caused to be delivered to Franchisor Certificates of Insurance evidencing the proper coverage with limits not less than those required by this Agreement and evidencing that Franchisor is named as an additional insured under such policy on a primary and non-contributory basis as required in this Agreement. At least thirty (30) days prior to expiration of any such policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing that Franchisee has procured proper renewal or replacement coverage with limits not less than those required by this Agreement and reflecting

that Franchisor and its affiliates are additional insured under the policy on a primary and non-contributory basis as required herein. All Certificates will expressly provide that at least thirty (30) days' prior written notice will be given to Franchisor in the event of any alteration to, or cancellation of, the coverage evidenced by the Certificates of Insurance. Franchisee Indemnifying Parties' obligation to indemnify Franchisor Indemnified Parties are separate from and in addition to these insurance obligations. Franchisor, or its insurer, shall have the right to participate in discussions with Franchisee's insurance company or any claimant (in conjunction with Franchisee's insurance company) regarding any claim of liability, and Franchisee agrees to adopt Franchisor's reasonable recommendations to its insurance carrier regarding the settlement of any such claims.

(c) Failure to Obtain. Should Franchisee for any reason fail to procure or maintain the insurance required by this Agreement, Franchisor will have the right and authority to immediately procure such insurance deemed to be necessary and to charge the amount of the cost to procure and maintain such insurance to Franchisee, along with a reasonable fee for Franchisor's expenses in procuring the insurance, Franchisor is authorized to collect from Franchisee all insurance related expenses paid on behalf of Franchisee through automatic EFT as provided for in Section 3(b) of this Agreement.

17. Termination.

(a) Automatic Termination. Franchisee shall be in default under this Agreement, and this Agreement and all rights granted to Franchisee herein shall automatically terminate without notice to Franchisee in the event, (i) Franchisee makes a general assignment for the benefit of creditors or a petition in bankruptcy is filed by Franchisee; (ii) a petition in bankruptcy is filed against Franchisee or an Owner and not opposed by Franchisee or an Owner; (iii) Franchisee or an Owner is adjudicated as bankrupt or insolvent; (iv) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for Franchisee's business or assets if filed and consented to by Franchisee; (v) a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) proceeding for a composition with creditors under any state or federal law should be instituted by or against Franchisee; (vii) a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal or supersedeas bond is filed); (viii) Franchisee is dissolved; (ix) any portion of Franchisee's interest in the Workshop becomes subject to an attachment, garnishments, levy or seizure by any credit or any other person claiming against or in the rights of Franchisee; (x) execution is levied against Franchisee's business or property; or (xi) the real or personal property of Franchisee's Workshop shall be sold after levy thereupon by any sheriff, marshal, or constable.

(b) Termination with Notice; No Opportunity to Cure. Franchisee shall be in default and Franchisor may, at its option, terminate this Agreement and all rights granted herein, without affording Franchisee any opportunity to cure the default, effective upon the date the notice is deemed received pursuant to Section 22 and in no event longer than five (5) days after Franchisor sent the notice, upon the occurrence of any of the following events:

(i) Franchisee at any time ceases to operate or otherwise abandons the Workshop for more than seven (7) days without Franchisor's prior written permission;

(ii) Franchisee forfeits the right to do or transact business in the jurisdiction where the Workshop is located or loses the right to possession to the Premises; provided, however, that if any such loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of Franchisee the Premises

are damaged or destroyed, Franchisee shall have forty-five (45) days after either such event in which to apply for Franchisor's approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld), provided, Franchisee shall either relocate or commence and diligently pursue reconstruction of the Workshop within sixty (60) days after the event;

(iii) Except as otherwise permitted in this Agreement, any Owner of more than five percent (5%) interest in Franchisee transfers all or part of such interest, or Franchisee transfers any interest in the Workshop, a material portion of the assets of the Workshop or Franchisee;

(iv) Franchisee or an Owner of more than twenty-five percent (25%) of Franchisee is convicted of, or pleads guilty or no contest to, (A) a felony, (B) a crime involving moral turpitude, (C) a crime harming children, (D) fraudulent conduct, or (E) any other crime or offense that is reasonably likely to have an adverse effect on the Chain, the Marks or the goodwill associated therewith, or Franchisee or an Owner is proven to have engaged in any of the above; provided, that if the act or conviction involves an Owner, Franchisor will not terminate this Agreement if Franchisee notifies Franchisor promptly after it learns of the event constituting the default, and within fifteen (15) days of the date of the notice, either (a) the person or entity that committed the wrongful act divests his or its entire interest in Franchisee, or (b) Franchisee obtains Franchisor's consent for such owner to maintain his or its ownership interest;

(v) An approved transfer is not effected within nine (9) months of the death or disability of any individual Franchisee; or the death or disability of any Owner;

(vi) Twice within a twelve (12) month period or three (3) times within a three (3) year period, Franchisee is given notice of being in default under any of the terms or requirements of this Agreement, whether or not such defaults are timely cured after notice;

(vii) Franchisee fails to comply with any of the covenants of Franchisee set forth in this Agreement;

(viii) Franchisee, an Owner, an Operations Principal, or a Manager makes any material misrepresentation to Franchisor or breaches any warranty or representation made to Franchisor, whether in this Agreement or otherwise;

(ix) Franchisee knowingly or intentionally maintains false books or records or knowingly or intentionally submits any false records, statement or report to Franchisor; or

(x) Franchisee, an Owner, an Operations Principal, or a Manager, by act or omission, materially impairs the value of, or the goodwill associated with, the Chain, any of the Marks or the System;

(xi) Franchisee, an Owner, an Operations Principal, or Manager takes, withholds, misdirects, or appropriates for its own use any funds from Franchisee's employees' wages for employees' taxes, FICA, insurance or benefits, or generally fails to deal fairly and honestly with Franchisee's employees or customers;

(xii) Franchisee loses or is denied any federal, state or local license Franchisee must possess in order to operate the Workshop;

(xiii) Franchisee fails to open the Workshop within twelve (12) months following the execution of this Agreement;

(xiv) Franchisee, an Owner, an Operations Principal, or a Manager commits acts of abuse, uses employees who do not meet Franchisor's then-current standards and training requirements, has drug or alcohol problems, or permits unlawful activities at Franchisee's business;

(xv) Franchisee is found liable by any judicial, administrative, or arbitral body for violation of federal, state, or local laws barring discrimination on the basis of race, sex, national origin, age or sexual orientation, or is found liable for any common law civil claim the facts of which are grounded in allegations of discrimination on the basis of race, sex, national origin, age, or sexual orientation;

(xvi) Franchisee, after curing a default pursuant to this Section 17 of this Agreement, commits the same act of default again within six (6) months;

(xvii) Any of the following occur prior to the opening date: (a) any representations or warranties of Franchisee, any of the Owners, the Operations Principal and/or the Manager prove to be inaccurate or false, (b) subject to the refund policy in Section 3(a)(i) the Manager, Franchisee, and/or Operations Principal fails to take or pass (as determined in Franchisor's sole judgment) any of Franchisor's required training, (c) the Manager, Operations Principal, and/or Franchisee fails to pass any credit or character check performed by or on behalf of Franchisor, and/or (d) Operations Principal, Manager and/or Franchisee fail to timely or diligently perform any duties or obligations during the period prior to the opening date, including those set forth in Section 11(~~eeaa~~);

(xviii) Franchisee operates under any trademark not approved by Franchisor or otherwise uses any trademark not approved by Franchisor in the operation of the Workshop.

(c) Termination After Opportunity to Cure. Except for those defaults provided for under Section 17(a) or 17(b), Franchisee shall be in default hereunder for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or in any Manual, policy and procedure statement or other written document provided by Franchisor, or to carry out the terms of this Agreement in good faith. For such defaults, Franchisor will provide Franchisee with written notice and fifteen (15) days to cure or, if a default cannot reasonably be cured within fifteen (15) days, to initiate within that time substantial and continuing action to cure such default and to provide Franchisor with evidence of such actions. If the defaults specified in such notice are not cured within the fifteen (15) day period, if substantial and continuing action to cure has not been initiated, or if the default is not curable, Franchisor may, at its option, terminate this Agreement upon written notice to Franchisee. Such defaults shall include, without limitation, the occurrence of any of the following events:

(i) Franchisee fails to construct or remodel, identify a site for the Premises or obtain an ~~approved~~accepted lease for the Premises (if applicable), in accordance with this Agreement, including within the timelines set forth therein;

(ii) Franchisee fails, refuses, or neglects to promptly pay any monies owing to Franchisor or its affiliates any fee or Brand Fund contribution when due or to submit the financial or other information required under this Agreement;

(iii) Any person or entity owning five percent (5%) or less of Franchisee makes a transfer of such interest in violation of this Agreement; provided, however, that Franchisee's right to cure such a default shall be conditioned upon Franchisee immediately notifying Franchisor of the improper transfer and taking all actions necessary to either (a) obtain Franchisor's approval thereof, or (b) if approval is not desired or the transfer or transferee is not approved by Franchisor, to re-acquire the interest so transferred;

(iv) A threat or danger to public health or safety results from the construction, maintenance, or operation of the Workshop;

(v) Franchisee, an Operations Principal, a Manager, or any Owners or employees misuses or makes any unauthorized use of the System or the Marks; ~~or~~

(vi) Franchisee maintains false books or records, or submits any false reports to Franchisor;

(vii) Franchisee submits to Franchisor on two (2) or more separate occasions at any time during the Term or any renewal hereof, any reports or other data, information or supporting records which understate the Gross Sales of the Workshop, the royalty fees and/or any other sums owed to Franchisor for any period of, or periods aggregating, three (3) or more weeks, and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

(viii) Franchisee fails to maintain a good credit rating by failing to make prompt payment of undisputed bills, invoices or statements from suppliers of products and services;

(ix) Franchisee fails to have sufficient funds in the Account;

(x) Franchisee fails to use an approved good, service, or supplier where required, or uses an unauthorized good, service, or supplier; ~~or~~

(xi) Franchisor receives repeated customer complaints about the Workshop.

Franchisee hereby authorizes Franchisor to notify any lender, creditor, customer, vendor or landlord of Franchisee or the Workshop upon the occurrence of any default under this Section, or any event or circumstances which the giving or notice or passage of time or both would constitute an event of default under this Section, and to otherwise communicate with such lenders, creditors, customers, vendors or landlords with respect to any such default, or any such event or circumstance.

(d) Relief in Equity. Franchisee agrees that neither termination of this Agreement, nor an action at law, nor both, would be an adequate remedy for a breach or default by Franchisee, or by any other persons bound by this Agreement, in the performance of any obligation relating to Franchisor's Marks or indicia, the trade secrets revealed to Franchisee in

confidence pursuant to this Agreement or the obligations of Franchisee and such other persons upon and after termination of this Agreement. The parties therefore agree that in the event of any such breach or default, in addition to all other remedies provided elsewhere in this Agreement or by law, Franchisor shall be entitled to relief in equity from a judge or arbitrator, at its option, (including a temporary restraining order, temporary or preliminary injunction and permanent mandatory or prohibitory injunction) to restrain the continuation of any such breach or default or to compel compliance with such provisions of this Agreement.

(e) Termination by Franchisee. Franchisee may terminate this Agreement only if Franchisor violates a material provision of this Agreement and fails to remedy or to make substantial progress toward curing the violation within ninety (90) days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective thirty (30) days after Franchisor receives written notice of termination. If Franchisee terminates this Agreement under this provision, Franchisee must follow the post-termination procedures as set forth in Article 18 for the orderly wind-down of the Workshop during the thirty (30) day period.

(f) Limitation of Services or Benefits; Territory Modification. Franchisor shall have the right, but not the obligation, to temporarily or permanently limit or remove certain services or benefits provided or required to be provided to Franchisee hereunder in lieu of exercising its right to terminate this Agreement pursuant to the terms hereof, including, without limitation, eliminating Franchisee's right to use any of Franchisor's Online Presences free of charge, restricting or removing Franchisee's right to purchase products directly or indirectly from Franchisor or its affiliates, limiting Franchisor's advertising and promotional assistance, and restricting or removing Franchisee's right to use any Computer Systems which are provided by or are proprietary to Franchisor or its affiliate. If Franchisee defaults under this Agreement, Franchisor has the right to modify Franchisee's Territory and the protections described in Section 5. Nothing in this Section constitutes a waiver of any other right or remedy of Franchisor under this Agreement. Franchisee acknowledges that Franchisor's exercise of its rights pursuant to this Section shall not be deemed a constructive termination. Any services, Territory protections, or benefits removed or limited pursuant to this Section may be reinstated at any time in Franchisor's sole discretion.

(g) Cross-Defaults. Any default by Franchisee (or any Owner or affiliate of Franchisee) under this Agreement shall be a default under any other agreement between Franchisor (or any ~~of Franchisor's affiliates~~affiliate of Franchisor) and Franchisee (or any ~~owner~~Owner or affiliate of Franchisee). Any such default under any other agreement or any other obligation between Franchisor (or any affiliate of Franchisor) and Franchisee (or any Owner or affiliate of Franchisee) shall be a default under this Agreement. Any default by Franchisee (or its affiliates or ownersany Owner or affiliate of Franchisee) under any lease, sublease, loan agreement, or security interest related to the Workshop may be regarded as a default under this Agreement, regardless of whether or not any such agreements are between Franchisee (or any Owner or affiliate of Franchisee) and Franchisor (or any affiliate of Franchisor).

(h) Extended Cure Period. Notwithstanding anything to the contrary in this Agreement, Franchisor reserves the right to grant to Franchisee in Franchisor's sole discretion an extended cure period for any breach. Franchisee acknowledges that Franchisor's decision to grant such an extended cure period shall not operate as a waiver of any of Franchisor's rights and that Franchisor can choose to condition such an extension upon requiring Franchisee and its owners, guarantors, and affiliates to sign a general release. If any law applicable to this Article requires a longer notice period prior to termination of this Agreement than is specified in this Agreement, a different standard of "good cause," or the taking of some other action not required

under this Agreement, the prior notice, “good cause” standard, and/or other action required by such law will be substituted for the comparable provisions in this Agreement.

(i) Noncompliance. Without waiving Franchisor’s rights that Franchisor may have, and in Franchisor’s sole discretion, Franchisor may elect not to terminate Franchisee’s Franchise Agreement as a result of a default. In the event a default occurs, Franchisor may elect to give written notification (a “Notice of Noncompliance”) to Franchisee that its Workshop (or more than one Workshop, if applicable) is not in compliance with the terms and conditions of this Agreement. Such Notice of Noncompliance shall state a period for Franchisee to cure the noncompliance, which shall be a period not less than thirty (30) days. For a period of six (6) months from and after the date of such Notice of Noncompliance, Franchisee shall reimburse Franchisor for reasonable costs that Franchisor incurs with respect to the Workshop (es) identified in such notice, including without limitation the costs of any audit or inspection of such Workshop(s) in excess of Franchisor’s normal audit program, any mystery shopping for such Workshop during such six (6) month period in excess of Franchisor’s normal mystery shopping program applied to all franchised businesses, additional training that Franchisor determines is required to bring the Workshop up to Franchisor’s standards, and any personnel costs incurred by Franchisor at the Workshop site to ensure the proper management and operation of such Workshop(s). Nothing in this section shall limit Franchisor’s termination rights as otherwise set forth in this Agreement, which Franchisor reserves the right to exercise at any time.

(i) Damages. Franchisee shall promptly reimburse Franchisor upon request for any damages, costs, losses, and expenses, including reasonable attorneys’ fees, incurred by Franchisor as a result of any default under this Agreement.

18. Obligations Upon Termination or Expiration.

Upon termination, non-renewal, or expiration of this Agreement for any reason, all rights granted hereunder to Franchisee shall terminate and revert to Franchisor, and Franchisee shall have all the following obligations with respect to the Workshop:

(a) Cease Operations. Franchisee shall immediately cease to operate the business licensed under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as an AR WORKSHOP franchisee with respect to such business.

(b) Cease to use Information. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, all trade secrets, Confidential Information, methods, procedures and techniques used by or associated with the System, and the proprietary mark “AR WORKSHOP” and all other Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the AR WORKSHOP Chain.

(c) Cease to Use Marks. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, the Mark “AR WORKSHOP” and all other Marks and distinctive forms, slogans, signs, symbols, logos, trade dress, décor, branding materials, and devices associated with the AR WORKSHOP Chain and System.

(d) Return Property. Franchisee shall immediately return to Franchisor any property held or used by Franchisee which is owned by Franchisor, including the Client Lists and Franchised Business Data, and shall cease to use, and either destroy or convey to Franchisor, all signs, advertising materials, copyrighted artwork displays, stationery, forms and any other materials that bear or display the Marks. Franchisee shall deliver to Franchisor all login

credentials associated with any Online Presence, including any directory, marketing, website, point-of-sale, social media, and all other accounts and systems affiliated with the Workshop. Franchisee shall immediately deliver to Franchisor all Manuals, policy and procedure statements, instructions, and other materials related to operating the Workshop, including, without limitation, copyrighted artwork and home décor and other designs, brochures, charts and any other materials provided by Franchisor and all copies thereof, and shall neither retain nor convey to another any copy or record of any of the foregoing.

(e) Cancel Assumed Names. Franchisee shall take such actions as may be necessary to cancel any assumed name or similar registration which contains the mark AR WORKSHOP or any other Marks of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with its obligation within thirty (30) days after termination, non-renewal, or expiration of this Agreement.

(f) Sums Owed. Franchisee shall promptly pay all sums owed to Franchisor upon request. Such sums shall include all damages, costs, losses, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default and the termination under this Agreement. Any outstanding obligations to Franchisor shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by Franchisee located on the Premises on the date this Agreement is terminated, expires, or does not renew.

(g) Subsequent Sums Owed. Franchisee shall promptly pay to Franchisor all damages, costs and expenses including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

(h) Cooperate with Franchisor's Assumption Rights. Franchisor shall have the option, to be exercised within thirty (30) days of termination, non-renewal, or expiration of this Agreement, to assume Franchisee's assumed name or equivalent registration and business licenses, telephone numbers, telephone directory listings and advertisements (whether in print or part of an Internet directory), e-mail addresses, and/or any other Online Presence, including Internet domain names which contain any of the Marks, and Franchisee shall sign all documents necessary to permit Franchisor to assume Franchisee's rights in such items. If Franchisor elects not to exercise this option, Franchisee shall take all action necessary to cancel each of the items listed above and shall furnish Franchisor with evidence satisfactory to prove its compliance within fifteen (15) days after receiving notice of Franchisor's termination or expiration of this Agreement and the expiration of the option granted herein. In the event Franchisee fails to timely do so, Franchisor shall have the right, for which purpose Franchisee hereby appoints Franchisor as its attorney-in-fact, to obtain such cancellation on Franchisee's behalf and at Franchisee's expense.

(i) Comply with Covenants. Franchisee shall comply with the covenants contained in this Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or confidential information.

(j) Leased Premises. Franchisee shall, if Franchisor so requests, assign to Franchisor or its designee any interest which Franchisee has in any lease for the Premises or any other agreement related to the Premises. Franchisee will do whatever is necessary to effectuate and complete the assignment. In the event Franchisor does not elect to exercise its option to acquire any lease for the Premises, and unless otherwise directed by Franchisor, Franchisee shall, within ten (10) days after termination, non-renewal, or expiration of this Agreement, make

such modifications and alterations to the Premises as may be necessary to distinguish the appearance of the Premises from that of other AR WORKSHOP locations and shall make such specific additional changes thereto as Franchisor may reasonably request.

(k) Owned Premises. Franchisee shall, if Franchisor so requests and if Franchisee owns the real property on which the Workshop is located, lease the Premises to Franchisor on substantially the same terms and conditions contained in Franchisee's lease for the Premises, or if no lease exists or if the existing lease is not commercially reasonable, then on commercially reasonable terms. The lease shall be for an initial five (5) year term, with two (2) five (5) year renewal terms (at Franchisor's option). If the parties cannot agree on the rent to be charged under the lease within thirty (30) days after the expiration, termination, or non-renewal of the Agreement, the rent will be determined by a qualified independent appraiser. Franchisee and Franchisor shall each present their proposed rent, and the independent appraiser will select the most commercially reasonable rent from the two proposals. The independent appraiser's determination will be binding on the parties. If the parties are not able to agree on an independent appraiser within forty-five (45) days of the termination, non-renewal, or expiration of this Agreement, each party will select an independent appraiser. The independent appraisers chosen will then select a third independent appraiser whose determination will be binding on the parties. The parties agree to select their respective appraisers within fifty-five (55) days after the termination, non-renewal, or expiration of this Agreement and the two appraisers chosen are obligated to appoint the third appraiser within fifteen (15) days after the date on which the last of the two party-appointed appraisers is appointed. Franchisor and Franchisee will bear the cost of their own appraisers and share equally the reasonable fees and expenses of the third appraiser. The parties will take reasonable actions to cause the third appraiser to complete his or her appraisal within fifteen (15) days after the third appraiser's appointment. During the period when the parties are determining the rent and having the appraisal, Franchisor shall have the right but not the obligation to occupy the Premises. Promptly after the determination of the rent, Franchisor shall pay any rent due to Franchisee for any time Franchisor occupied the Premises while the rent was being determined.

(l) Purchase Rights. If Franchisor requests, Franchisee shall sell to Franchisor any assets used in connection with the operation of Franchisee's Workshop. Franchisor has the right, but not the obligation, to exercise this right by providing Franchisee written notice of Franchisor's election within sixty (60) calendar days after the termination, non-renewal, or expiration of this Agreement and paying Franchisee the book value for such assets within sixty (60) calendar days of such notice. For purposes of this paragraph, "book value" means the amount Franchisee actually paid for the assets less depreciation (calculated by using the straight-line depreciation method on a ten (10) year depreciation schedule irrespective of the depreciation method or schedule Franchisee uses for accounting purposes). Notwithstanding the foregoing, to the extent that Franchisor exercises Franchisor's right to purchase any assets that is subject to a lease or finance agreement, the purchase price of such assets shall equal the amount of Franchisee's remaining obligations under the lease or finance agreement, as applicable. Franchisor shall be entitled to offset the purchase price by the amount of money owed by Franchisee to Franchisor for any payments necessary to acquire clear title to property or for any other debt. If Franchisor exercises Franchisor's option to purchase, pending the closing of such purchase, Franchisor has the right to appoint a manager to maintain operation of the Workshop, or Franchisor may require that Franchisee close the Workshop during such period without removing any assets. Franchisee is required to maintain in force all insurance policies required under this Agreement until the date of such closing. Franchisor has the unrestricted right to assign this option to purchase the Workshop and its assets. Franchisor will be entitled to all customary warranties and representations in connection with Franchisor's purchase of Franchisee's assets,

including, without limitation, representations and warranties as to ownership and condition of and title to the assets; liens and encumbrances on the assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise. Franchisor may purchase all or only a portion of the assets of the Workshop and may exclude from its purchase any assets or cash, for any reason, in Franchisor's sole discretion. Franchisor shall have the right to set off and apply any amounts due to Franchisee pursuant to this subsection against any and all other amounts which may be due from Franchisee to Franchisor.

(m) Gift Card. Franchisee shall, within thirty (30) days of the early termination of this Agreement for any reason (meaning termination prior to the expiration of the Term) pay to Franchisor an amount equal to the valid and redeemable Gift Cards as of the date of termination.

19. Independent Contractor; Indemnification.

(a) Independent Contractor. It is understood and agreed by the parties that this Agreement creates only a contractual relationship between the parties subject to the normal rule of contract law. This Agreement does not create a fiduciary relationship between the parties and Franchisee is and shall remain an independent contractor. Franchisee agrees to hold itself out to the public as an independent contractor, separate and apart from Franchisor. Franchisee agrees that it shall not make any contract, agreement, warranty, or representation on Franchisor's behalf without Franchisor's prior written consent, and Franchisee agrees that it shall not incur any debt or other obligation in Franchisor's name. This Agreement shall not be deemed to confer any rights or benefits to any person or entity not expressly named herein.

~~(b) Indemnification. Franchisee hereby waives all claims against Franchisor for damages to property or injuries to persons arising out of the operation of the Workshop. Franchisee must fully protect, indemnify, defend, reimburse and hold Franchisor and its owners, directors, officers, insurers, successors and assigns and Franchisor's affiliates harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with, or incidental to the operation of, the Workshop (regardless of cause or any concurrent or contributing fault or negligence of Franchisor or its affiliates) or any breach by Franchisee or Franchisee's failure to comply with the terms and conditions of this Agreement. Franchisor also reserves the right to select its own legal counsel to represent its interests, and Franchisee must reimburse Franchisor for all of Franchisor's costs and all attorneys' fees immediately upon Franchisor's request as they are incurred.~~

(b) Indemnification.

(i) Franchisee's Obligation to Indemnify. Franchisee, Owners, and Guarantors ("Franchisee Indemnifying Parties") agree to fully protect, indemnify, defend, reimburse, and hold Franchisor, Franchisor's predecessors, parents, affiliates, and subsidiaries; and their respective shareholders, members, partners, officers, directors, managers, employees, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities (collectively, "Franchisor Indemnified Parties") harmless from and against all liabilities, losses, obligations, claims, demands, damages (consequential or otherwise), penalties, fines, costs, and expenses (including attorneys' fees) of any nature whatsoever (collectively, "Losses") incurred in connection with any action, suit, proceeding, claim, demand, judgment, investigation, inquiry, assessment, or formal or informal inquiry (regardless if reduced to judgment), or any settlement of the foregoing, of whatsoever nature (collectively, "Action"), arising from any of the following: (1) Franchisee Indemnifying

Parties' actual or alleged violation of any law, rule, regulation, or ordinance; (2) damage to property; (3) injury to or death or disability of any person; (4) negligence, recklessness, misconduct, or criminal conduct by the Franchisee Indemnifying Parties', the Operating Principal, or any of Franchisee's employees or agents; (5) data breaches; (6) Franchisee Indemnifying Parties' breach of this Agreement or any representations and warranties they make herein; (7) infringement of any intellectual property rights; (8) product recalls; (9) any failure to warn or give instructions related to any products or services provided by Franchisor Indemnified Parties or by Franchisee; (10) any labor or employment law disputes relating to the Premise or the Workshop or claims arising out of Franchisee's employment practices, including claims that any of the Franchisor Indemnified parties are the employer, joint employer, or co-employer of Franchisee or Franchisee's agents, employees, or contractors; (11) any third party claim that arises from or is connected that explicitly or implicitly is premised on Franchisor's direct and vicarious liability or arises from Franchisee's employment and personnel decisions, including wrongful termination, wage and hour violations, and employee harassment and discrimination; (12) any acts, errors, or omissions of the Workshop, the Franchisee Indemnifying Parties, and their employees, contractors, and agents; or (13) any third party claim that arises from or is connected with the ownership, establishment, use, non-use, possession, condition, operations, closure, or maintenance of the Premises, and the Workshop. Franchisee Indemnifying Parties agree that this obligation to indemnify is regardless of the cause or concurrent or contributing fault or negligence of the Franchisor Indemnified Parties. Franchisee Indemnifying Parties hereby waive all claims against Franchisor Indemnified Parties arising from any of the foregoing. Franchisor Indemnified Parties shall not be liable for any act or omission of Franchisee Indemnifying Parties or their employees, contractors, or agents connected to or arising from the ownership, establishment, use, non-use, possession, condition, operation, or maintenance of the Premises and the Workshop

(ii) Indemnification Procedures. Franchisee will also notify Franchisor by telephone of any Action within forty-eight (48) hours after such Action is initiated and in writing within four (4) days after such Action is initiated. Franchisor Indemnified Parties shall have the right, in their sole discretion, and at Franchisee's expense and risk, to: (1) retain counsel of their own choosing to represent them with respect to any claim; and (2) control the response thereto and the defense thereof, including the right to enter into settlements or take any other mitigating, remedial, corrective, or other actions they deem appropriate. Franchisee Indemnifying Parties must reimburse Franchisor Indemnified Parties for all of Franchisor Indemnified Parties' costs, expenses, and all attorneys' fees immediately upon Franchisor Indemnified Parties' request. Franchisee Indemnifying Parties shall not, without the prior written consent of the Franchisor Indemnified Party, (A) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Franchisor Indemnified Parties, or (B) settle or compromise any claim in any manner that may adversely affect the Franchisor Indemnified Parties. Franchisee Indemnifying Parties agree to give their full cooperation to Franchisor Indemnified Parties in assisting with the defense of any such claim. Franchisor Indemnified Parties' undertaking of defense and/or settlement will in no way diminish Franchisee Indemnifying Parties' obligations to indemnify Franchisor Indemnified Parties and to hold Franchisor Indemnified Parties harmless. Under no circumstance will Franchisor Indemnified Parties be required to seek recovery from any insurer or other third party or otherwise mitigate Franchisor Indemnified Parties' or the third parties' losses to maintain a claim for indemnification against Franchisee Indemnifying Parties. Franchisee Indemnifying Parties agree that any failure

to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by Franchisor Indemnified Parties from Franchisee.

(iii) Survival. Any and all of the Franchisee Indemnifying Parties' indemnification obligations under this Agreement shall survive the expiration, non-renewal, or sooner termination of this Agreement.

(c) Payment of Taxes. Franchisee shall promptly pay to Franchisor an amount equal to all taxes levied or assessed, including, but not limited to, unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, any similar taxes or levies, imposed upon or required to be collected or paid by Franchisor or Franchisor's affiliates by reason of the furnishing of products, intangible property (including trademarks and trade names) or services by Franchisor to Franchisee through the sale, license, or lease of property or property rights provided by this Agreement other than taxes on Franchisor's net income.

20. Franchisee Representations.

(a) **FRANCHISEE ACKNOWLEDGES THAT IT HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROPOSED FRANCHISE AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS OWNER OR BUSINESS. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY WARRANTY, OR GUARANTEE, OR REPRESENTATION OTHER THAN AS SET FORTH IN THE DISCLOSURE DOCUMENT, EXPRESS OR IMPLIED, FROM ANY EMPLOYEE OR AGENT OF FRANCHISOR AS TO THE POTENTIAL SALES VOLUMES, PROFITS, OR LEVEL OF SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT OR THE SUITABILITY OF THE ~~APPROVED~~ACCEPTED LOCATION OF THE WORKSHOP. FRANCHISOR HAS NOT REPRESENTED THAT (I) FRANCHISEE WILL EARN, CAN EARN, OR IS LIKELY TO EARN A GROSS OR NET PROFIT, (II) FRANCHISOR HAS KNOWLEDGE OF THE RELEVANT MARKET, OR (III) THE MARKET DEMAND WILL ENABLE FRANCHISEE TO EARN A PROFIT FROM THE WORKSHOP;**

(b) **FRANCHISEE ACKNOWLEDGES THAT IT RECEIVED A COPY OF THE COMPLETE FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, THE ATTACHMENTS THERETO, AND THE AGREEMENTS RELATED THERETO, IF ANY, AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS SIGNED OR CONSIDERATION PAID.**

(c) **FRANCHISEE ACCEPTS THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THIS AGREEMENT AS BEING REASONABLE AND NECESSARY TO MAINTAIN FRANCHISOR'S STANDARDS OF QUALITY, SERVICE AND UNIFORMITY AND IN ORDER TO PROTECT AND PRESERVE THE GOODWILL OF THE MARKS. FRANCHISEE ACKNOWLEDGES THAT OTHER FRANCHISEES OF FRANCHISOR HAVE BEEN OR WILL BE GRANTED FRANCHISES AT DIFFERENT TIMES AND IN DIFFERENT SITUATIONS. FRANCHISEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THE FRANCHISE AGREEMENTS PURSUANT TO WHICH SUCH FRANCHISES WERE GRANTED MAY VARY MATERIALLY FROM THOSE CONTAINED IN**

THIS AGREEMENT AND THAT FRANCHISEE'S OBLIGATIONS ARISING HEREUNDER MAY DIFFER SUBSTANTIALLY FROM OTHER FRANCHISEES; AND

(d) FRANCHISEE RECOGNIZES THAT THE SYSTEM MAY EVOLVE AND CHANGE OVER TIME AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE. EVEN THOUGH THIS AGREEMENT CONTAINS PROVISIONS REQUIRING FRANCHISEE TO OPERATE THE WORKSHOP IN COMPLIANCE WITH FRANCHISOR'S SYSTEM: (1) NEITHER FRANCHISOR NOR FRANCHISOR'S AFFILIATES HAVE ACTUAL OR APPARENT AUTHORITY TO CONTROL THE DAY-TO-DAY CONDUCT AND OPERATION OF FRANCHISEE'S BUSINESS OR EMPLOYMENT DECISIONS; AND (2) FRANCHISEE AND FRANCHISOR DO NOT INTEND FOR FRANCHISOR OR FRANCHISOR'S AFFILIATES TO INCUR ANY LIABILITY IN CONNECTION WITH OR ARISING FROM ANY ASPECT OF FRANCHISOR'S SYSTEM OR FRANCHISEE'S USE OF THE FRANCHISOR SYSTEM OR THE OPERATION OF THE WORKSHOP, WHETHER OR NOT IN ACCORDANCE WITH THE REQUIREMENTS OF MANUALS.

(e) IF FRANCHISEE IS A CORPORATION, A LIMITED LIABILITY COMPANY OR A PARTNERSHIP, FRANCHISEE MAKES THE FOLLOWING REPRESENTATIONS AND WARRANTIES: (1) FRANCHISEE IS DULY ORGANIZED AND VALIDLY EXISTING UNDER THE LAWS OF THE STATE OF ITS FORMATION; (2) FRANCHISEE IS QUALIFIED TO DO BUSINESS IN THE STATE OR STATES IN WHICH THE WORKSHOP IS LOCATED; (3) EXECUTION OF THIS AGREEMENT AND THE DEVELOPMENT AND OPERATION OF THE WORKSHOP IS PERMITTED BY ITS GOVERNING DOCUMENTS; AND (4) FRANCHISEE'S ARTICLES OF INCORPORATION, ARTICLES OF ORGANIZATION OR WRITTEN PARTNERSHIP AGREEMENT SHALL AT ALL TIMES PROVIDE THAT FRANCHISEE'S ACTIVITIES ARE LIMITED EXCLUSIVELY TO THE DEVELOPMENT AND OPERATION OF THE AR WORKSHOP FRANCHISED BUSINESS AND A CURRENT COPY OF THESE DOCUMENTS SHALL BE ON FILE AT ALL TIMES WITH FRANCHISOR.

(f) IF FRANCHISEE IS AN INDIVIDUAL, OR A PARTNERSHIP COMPRISED SOLELY OF INDIVIDUALS, FRANCHISEE MAKES THE FOLLOWING ADDITIONAL REPRESENTATIONS AND WARRANTIES: (A) EACH INDIVIDUAL HAS EXECUTED AN AGREEMENT WHEREBY THEY AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT; (B) EACH INDIVIDUAL SHALL BE JOINTLY AND SEVERALLY BOUND BY, AND PERSONALLY LIABLE FOR THE TIMELY AND COMPLETE PERFORMANCE AND ANY BREACH OF, EACH AND EVERY PROVISION OF THIS AGREEMENT; AND (C) NOTWITHSTANDING ANY TRANSFER FOR CONVENIENCE OF OWNERSHIP, PURSUANT TO THIS AGREEMENT, EACH INDIVIDUAL SHALL CONTINUE TO BE JOINTLY AND SEVERALLY BOUND BY, AND PERSONALLY LIABLE FOR THE TIMELY AND COMPLETE PERFORMANCE AND ANY BREACH OF, EACH AND EVERY PROVISION OF THIS AGREEMENT. IF FRANCHISEE VIOLATES A TERM OR CONDITION

CONTAINED WITHIN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, WITHHOLDING ANY MONIES OWED TO FRANCHISOR IN THE ABSENCE OF A COURT ORDER PERMITTING THE WITHHOLDING OF SUCH MONIES, FRANCHISEE SHALL REIMBURSE FRANCHISOR FOR ALL REASONABLE COSTS INCURRED BY FRANCHISOR IN PURSUING THE ENFORCEMENT OF THIS AGREEMENT. THESE COSTS SHALL INCLUDE, BUT NOT BE LIMITED TO, COURT COSTS AND FEES, ACCOUNTING COSTS AND FEES, EXPERT WITNESS COSTS AND FEES, REASONABLE ATTORNEYS' FEES, THE REASONABLE VALUE OF FRANCHISOR'S EMPLOYEES' TIME, WITNESS FEES AND TRAVEL EXPENSES INCURRED BY FRANCHISOR. THE RECOVERY OF THE COSTS AND FEES SPECIFIED ABOVE SHALL INCLUDE THE RECOVERY OF ALL COSTS AND FEES INCURRED BY FRANCHISOR RELATING TO OR ARISING FROM ANY AND ALL DEFENSES, COUNTERCLAIMS AND/OR CROSSCLAIMS ASSERTED BY FRANCHISEE OR THE PERSONAL GUARANTORS UNDER THIS AGREEMENT. THIS OBLIGATION WILL GIVE RISE TO AND REMAIN A LIEN IN FAVOR OF FRANCHISOR AGAINST ANY AND ALL OF THE PERSONAL PROPERTY, GOODWILL, CASH, FURNISHINGS, EQUIPMENT, SIGNS, FIXTURES AND INVENTORY OWNED BY FRANCHISEE AND LOCATED ON AND AROUND THE PREMISES OPERATED PURSUANT TO THIS AGREEMENT UNTIL FRANCHISEE IS IN FULL COMPLIANCE WITH THIS AGREEMENT AND ANY AMOUNTS OWED ARE PAID IN FULL. ALL COSTS TO BE COLLECTED BY FRANCHISOR PURSUANT TO THIS PROVISION SHALL BE COLLECTED VIA ELECTRONIC BANK TRANSFER AS SPECIFIED IN THIS AGREEMENT.

(g) IF FRANCHISEE IS A CORPORATION, A LIMITED LIABILITY COMPANY OR A PARTNERSHIP, FRANCHISEE HAS PROVIDED TO FRANCHISOR A CURRENT LIST OF ALL OWNERS AND FRANCHISEE AGREES THAT FRANCHISEE WILL ADVISE FRANCHISOR OF ANY AND ALL CHANGES IN OWNERSHIP.

(h) IF FRANCHISEE IS A CORPORATION, FRANCHISEE SHALL MAINTAIN STOP-TRANSFER INSTRUCTIONS AGAINST THE TRANSFER ON ITS RECORDS OF ANY VOTING SECURITIES, AND EACH STOCK CERTIFICATE OF THE CORPORATION SHALL HAVE CONSPICUOUSLY ENDORSED UPON ITS FACE THE FOLLOWING STATEMENT: "ANY ASSIGNMENT OR TRANSFER OF THIS STOCK IS SUBJECT TO THE RESTRICTION IMPOSED ON ASSIGNMENT BY FRANCHISOR, FRANCHISEE AGREEMENT(S) TO WHICH THE CORPORATION IS A PARTY." IF FRANCHISEE IS A LIMITED LIABILITY COMPANY, EACH MEMBERSHIP OR MANAGEMENT CERTIFICATE OR OTHER EVIDENCE OF INTEREST IN FRANCHISEE SHALL HAVE CONSPICUOUSLY ENDORSED UPON ITS FACE THE FOLLOWING STATEMENT: "ANY ASSIGNMENT OR TRANSFER OF AN INTEREST IN THIS LIMITED LIABILITY COMPANY IS SUBJECT TO THE RESTRICTIONS IMPOSED ON ASSIGNMENT BY FRANCHISOR, FRANCHISEE AGREEMENT(S) TO WHICH THE LIMITED LIABILITY COMPANY IS A PARTY." IF FRANCHISEE IS A PARTNERSHIP, ITS WRITTEN AGREEMENT SHALL PROVIDE THAT OWNERSHIP OF AN INTEREST IN THE PARTNERSHIP IS HELD SUBJECT TO, AND THAT FURTHER ASSIGNMENT OR TRANSFER IS SUBJECT TO, ALL RESTRICTIONS IMPOSED ON ASSIGNMENT BY THIS AGREEMENT.

(i) FRANCHISEE ACKNOWLEDGES THAT UNDER APPLICABLE U.S. LAW, INCLUDING, WITHOUT LIMITATION, EXECUTIVE ORDER 13224, SIGNED ON SEPTEMBER 23, 2001 (THE "ORDER"), FRANCHISOR IS PROHIBITED FROM ENGAGING IN ANY TRANSACTION WITH ANY SPECIALLY DESIGNATED NATIONAL OR BLOCKED PERSON. "SPECIALLY DESIGNATED NATIONAL" OR "BLOCKED PERSON" SHALL MEAN

(1) THOSE PERSONS DESIGNATED BY THE U.S. DEPARTMENT OF TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL FROM TIME TO TIME AS A "SPECIALLY DESIGNATED NATIONAL" OR "BLOCKED PERSON" OR SIMILAR STATUS, (2) A PERSON ENGAGED IN, OR AIDING ANY PERSON ENGAGED IN, ACTS OF TERRORISM, AS DEFINED IN THE ORDER, OR (3) A PERSON OTHERWISE IDENTIFIED BY GOVERNMENT OR LEGAL AUTHORITY AS A PERSON WITH WHOM FRANCHISOR IS PROHIBITED FROM TRANSACTING BUSINESS. CURRENTLY, A LISTING OF SUCH DESIGNATIONS AND THE TEXT OF THE ORDER ARE PUBLISHED AT THE INTERNET WEBSITE ADDRESS, WWW.USTREAS.GOV/OFFICES/ENFORCEMENT/OFAC. ACCORDINGLY, FRANCHISEE REPRESENTS AND WARRANTS TO FRANCHISOR THAT AS OF THE DATE OF THIS AGREEMENT, NEITHER FRANCHISEE NOR ANY PERSON HOLDING ANY OWNERSHIP INTEREST IN FRANCHISEE, CONTROLLED BY FRANCHISEE, OR UNDER COMMON CONTROL WITH FRANCHISEE IS A SPECIALLY DESIGNATED NATIONAL OR BLOCKED PERSON, AND THAT FRANCHISEE (1) DOES NOT, AND HEREAFTER SHALL NOT, ENGAGE IN ANY TERRORIST ACTIVITY; (2) IS NOT AFFILIATED WITH AND DOES NOT SUPPORT ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY; AND (3) IS NOT ACQUIRING THE RIGHTS GRANTED UNDER THIS AGREEMENT WITH THE INTENT TO GENERATE FUNDS TO CHANNEL TO ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY, OR TO OTHERWISE SUPPORT OR FURTHER ANY TERRORIST ACTIVITY. FRANCHISEE AGREES THAT FRANCHISEE SHALL IMMEDIATELY PROVIDE WRITTEN NOTICE TO FRANCHISOR OF THE OCCURRENCE OF ANY EVENT WHICH RENDERS THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION INCORRECT.

(j) Franchisee covenants that during the Term, it will at all times faithfully, honestly and diligently perform its obligations under this Agreement, and that it will continuously exert its best efforts to promote and enhance the business of the Workshop and other franchised businesses established and operated by Franchisee under the System.

(k) Franchisee and all guarantors hereof acknowledge and agree that the obligations regarding the use of Confidential Information and trade secrets set forth in this Agreement will apply throughout the Term and after the expiration, non-renewal, or termination of this Agreement for any reason, without limitation as to time or geographic scope. Franchisee covenants that upon termination or expiration, Franchisee will immediately and permanently cease to use, in any manner whatsoever, any Confidential Information, trade secrets, methods, procedures and techniques associated with the System.

(l) Franchisee hereby acknowledges and agrees that Franchisor's ~~approval~~acceptance of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for the Workshop or for any other purpose. Franchisor's ~~approval~~acceptance of a site indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation. Both Franchisee and Franchisor acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to Franchisor's ~~approval~~acceptance of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from Franchisor's criteria could change, thereby altering the potential of

a site or lease. Such factors are unpredictable and are beyond Franchisor's control. Franchisor shall not be responsible for the failure of a site ~~approved~~accepted by Franchisee to meet Franchisee's expectations as to revenue or operational criteria. Franchisee further acknowledges and agrees that its acceptance of a franchise for the operation of the Workshop at the site is based on its own independent investigation of the suitability of the site.

21. Governing law; Jurisdiction and Venue.

(a) Mediation; Arbitration.

(i) Mediation. Before Franchisee and Franchisor may bring an action against the other, Franchisor and Franchisee must first meet to mediate the dispute (except as otherwise provided below). Any such mediation shall be non-binding. ~~Mediation shall be conducted by the CPR Center for Alternative Dispute Resolution, under the rules established by the International Franchise Association endorsed National Franchise Mediation Program, and in accordance with its then current rules for mediation of franchise disputes (and in the event such program is not then in existence, by the American Arbitration Association in accordance with its then current rules for mediation of commercial disputes).~~ Notwithstanding the previous sentence, the parties may mutually agree on a mediator and/or procedures and/or venue for mediation. The non-binding mediation provided for herein shall be commenced by the party requesting mediation (the "complainant") providing written notice of the request for mediation (the "request") to the party with whom mediation is sought (the "respondent"). The request shall specify with reasonable particularity the matter or matters on which non-binding mediation is sought. A copy of the request shall be given by the complainant simultaneously to Franchisor if Franchisor is not a complainant or respondent. Non-binding mediation commenced under this Section shall be concluded within sixty (60) days of the issuance of the request or such longer period as may be agreed upon by the parties in writing. All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatever. Complainant and respondent shall each bear its own costs of mediation, and each shall bear one-half the cost of the mediator or mediation service. The mediator selected shall have experience in franchise matters.

(ii) Arbitration. Franchisee acknowledges that it has and will continue to develop a substantial and continuing relationship with Franchisor at its principal offices in the State of North Carolina, where Franchisor's decision-making authority is vested, franchise operations are conducted and supervised and where Agreement was rendered binding. Therefore, the parties agree that, to the extent that any disputes cannot be resolved directly between Franchisee and Franchisor and following compliance with the applicable mediation requirements set forth in Article 21(a)(i) above, any action arising out of or relating to this Agreement or the making, performance, or interpretation thereof shall upon thirty (30) days' written notice by either party be resolved, except as elsewhere expressly provided in this Agreement, upon application by any such party by binding arbitration in the City of Charlotte, North Carolina, in accordance with the Commercial Arbitration Rules then prevailing of the American Arbitration Association ("AAA"), and judgment on the arbitration award may be entered in any state or federal court of competent jurisdiction. Franchisee and Franchisor agree that arbitration shall be conducted on an individual -- not a class-wide basis. Any award by the arbitrator(s) shall be final, binding and nonappealable. The matter shall be heard by one (1) arbitrator mutually selected by the parties who shall have at least ten (10) years' experience in

practicing franchise law during which franchise law is or has been their primary area of practice and shall have substantial experience in the preparation of franchise agreements and franchise disclosure documents. Franchisee understands that by agreeing to arbitrate it gives up jury and appeal and other rights it might have in court.

(b) Injunctive Relief. Notwithstanding the provisions of Section 21(a) above, Franchisee agrees that Franchisor, at its option, will have the right to seek preliminary injunctive relief from a court of competent jurisdiction, to restrain any conduct by Franchisee ~~in the development or operation of the Workshop that~~ Owners, or the guarantors that (i) could materially damage the good will associated with the Marks, the System, and the Chain (including but not limited to conduct related to trademark or other intellectual property infringement); (ii) that involves the disclosure or use of Franchisor's Confidential Information, including but not limited to the Customer List, or (iii) that relates to Franchisee's, the Owners', or a managerial employee's covenants against unfair competition or solicitation, provided that if Franchisee counters, as Franchisee may, by initiating arbitration, Franchisor agrees to arbitrate the entire dispute thereafter except preliminary injunctive relief (and permanent injunctive relief also, if Franchisee will not agree that the preliminary injunction shall remain effective indefinitely until the arbitrator shall dissolve it), leaving the court action pending, if it chooses, to facilitate enforcement.

(c) Prevailing Party, Attorney's Fees and Costs. ~~In any claims, lawsuit, arbitration, or litigation arising out of or relating in any way~~ The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Workshop or Site, the parties' business relationship, or the non-prevailing party agrees to reimburse the prevailing party for all Workshop will be entitled to recover its reasonable costs and expenses (including attorneys' fees, arbitrator's fees and expert witness fees, costs of investigation and proof of facts, court costs, and other arbitration or litigation expenses) incurred in the prosecution or defense of any such claim, lawsuit, ~~arbitration, or litigation~~ litigation, or arbitration.

(d) **CLASS ACTION WAIVER. NEITHER FRANCHISEE NOR FRANCHISOR SHALL SEEK TO LITIGATE OR ARBITRATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO LITIGATION, ARBITRATION OR OTHER ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISEE AND FRANCHISOR AND ANY PERSON IN PRIVACY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, FRANCHISEE OR FRANCHISOR, UNLESS BOTH FRANCHISEE AND FRANCHISOR CONSENT IN WRITING. FRANCHISOR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN FRANCHISEE AND ANY AFFILIATE OF FRANCHISOR WILL BE CONSIDERED UNIQUE ON ITS FACTS AND SHALL NOT BE BROUGHT AS A CLASS OR GROUP ACTION.**

(e) WAIVER OF CERTAIN DAMAGES. EXCEPT FOR (i) ~~FRANCHISEE'S~~ FRANCHISEE INDEMNIFYING PARTIES' OBLIGATIONS TO INDEMNIFY FRANCHISOR IMDEMNIFIED PARTIES UNDER THIS AGREEMENT, (ii) CLAIMS FRANCHISOR BRINGS AGAINST FRANCHISEE FOR FRANCHISEE'S (1) UNAUTHORIZED USE OF THE MARKS, (2) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, OR (3) BREACH OF FRANCHISEE'S NON-COMPETITION AND NON-SOLICITATION COVENANTS, OR (iii) FRANCHISOR'S LOST PROFITS DUE TO EARLY TERMINATION OF THIS AGREEMENT, FRANCHISOR AND FRANCHISEE SHALL (AND FRANCHISEE'S OWNERS AND GUARANTORS, IF APPLICABLE) WAIVE ANY RIGHT TO OR CLAIM FOR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, MULTIPLE, INCIDENTAL OR OTHER DAMAGES IN EXCESS OF THE ECONOMIC DAMAGES ACTUALLY SUSTAINED, WHETHER ASSERTED AS A RELATED OR INDEPENDENT TORT, AS A BREACH OF CONTRACT, OR AS ANY OTHER CLAIM OR CAUSE OF ACTION BASED ON STATUTORY OR COMMON LAW. THE FOREGOING DOES NOT LIMIT THE PARTIES ABILITY TO SEEK EQUITABLE RELIEF. EXCEPT FOR ANY SPECIFIC WRITTEN WARRANTIES EXPRESSLY PROVIDED IN CONNECTION WITH A SPECIFIC ITEM, FRANCHISOR SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY IN RELATION TO ANY GOODS AND/OR SERVICES (INCLUDING ANY ASPECT OF THE LABOR OR INSTALLATION OF ANY EQUIPMENT, OR PRODUCTS) PROVIDED BY FRANCHISOR, FRANCHISOR'S AFFILIATES AND/OR ANY PERSON/COMPANY REFERRED/APPROVED BY FRANCHISOR OR THEM. SUCH ITEMS ARE PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED.

(f) Remedies Cumulative. All rights and remedies conferred upon Franchisee and Franchisor by this Agreement and by law shall be cumulative of each other, and neither the exercise nor the failure to exercise any such right or remedy shall preclude the exercise of any other such right or remedy.

(g) Governing Law. This Agreement and any claim or controversy arising out of or relating to rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed under the laws of the State of North Carolina and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the State of North Carolina, which laws shall prevail in the event of any conflict of law. The venue for any arbitration concerned with the enforcement and interpretation of this Agreement shall be Charlotte, North Carolina. Nothing in this subsection is intended, or shall be deemed, to make any North Carolina law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable. Any and all claims and actions arising out of or relating to this agreement, the relationship of franchisee and franchisor, or franchisee's operation of the franchised business, brought by franchisee against franchisor, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

22. Notices.

Except as otherwise provided in this Agreement, all notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be given (i) by personal delivery, (ii) by registered or certified mail, return receipt requested, postage prepared, or (iii) by delivery to a nationally recognized overnight courier service, in each case, addressed as follows:

If intended for Franchisor, addressed to:

AR WORKSHOP FRANCHISING, LLC
Attn: Director of Franchise Operations
315 Main Street
Suite AA
Pineville, North Carolina 28134;

With a copy to:

Manning Fulton & Skinner, PA
3605 Glenwood Avenue, Suite 500
Raleigh, North Carolina 27609
Attn: Ritchie Taylor

If intended for Franchisee, addressed to:

the notice address set forth in the Franchise Rider, or,

if Franchisee has opened its Workshop, the address of the ~~approved~~accepted Location of the Workshop, or

in either case, to such other address as may have been designated by notice to the other party.

Notice shall be deemed given and effective upon the first to occur of receipt, when proper delivery is refused, or two (2) calendar days after deposit in registered or certified U.S. Mail or with a nationally recognized overnight courier, as described above. Any notice that gives the sender evidence of delivery, rejected delivery, or delivery that is not possible because the recipient moved and left no forwarding address will be deemed to have been given at the date and time of receipt, rejected, and/or attempted delivery.

Additionally, Franchisor may provide the notice described in this section by email or other electronic system to (a) the email address set forth on the Franchise Rider, (b) the email address Franchisor has approved or provided for Franchisee to use with the Workshop, or (c) another electronic account that Franchisor has approved or provided for Franchisee to use with the Workshop. Such email notices shall be deemed given and effective upon the day on which the email was sent, unless Franchisor receives notice of rejected delivery by the email account or other electronic account.

23. Miscellaneous.

(a) Severability. The invalidity or unenforceability of any one or more provision of this Agreement shall in no way affect any other provision. If any court of competent jurisdiction determines any provision of this Agreement to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of this Agreement.

(b) Construction. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all those executing this Agreement as Franchisee.

(c) Entire Agreement. This Agreement, the documents incorporated herein by reference and the exhibits attached hereto, comprise the entire agreement between the parties and all prior understandings or agreements concerning the subject matter hereof are canceled and superseded by this Agreement. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.

(d) Assignees. This Agreement shall be binding upon the heirs, successors, permitted assigns and legal representatives of the parties.

(e) Amendments. Franchisor reserves the right to amend this Agreement if a Franchise Agreement change proposed by Franchisor is agreed to by Seventy-Five Percent (75%) of the then-current Franchisees. Further, except for those permitted to be made unilaterally by Franchisor, no supplement, amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

(f) Waivers. No failure of Franchisor to exercise any right given to it hereunder, or to insist upon strict compliance by Franchisee with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand full and exact compliance by Franchisee and shall not affect or impair Franchisor's rights with respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of Franchisor to exercise any right arising from such default affect or impair Franchisor's rights as to such default or any subsequent default. Franchisor has the unrestricted right to elect to not enforce (or to selectively enforce) any provision of this Agreement or any other agreement, standard or policy, whether with respect to Franchisee and/or any other franchisee or other person, or any Affiliate of Franchisee or Franchisor, without liability.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. One or more counterparts can be signed and delivered by electronic or .pdf file transmission.

(h) Headings. The headings used in the Agreement are for convenience only, and the paragraphs shall be interpreted as if such headings were omitted.

(i) Time of Essence. Franchisee agrees and acknowledges that time is of the essence with regard to Franchisee's obligations hereunder, and that all of Franchisee's obligations are material to Franchisor and this Agreement.

(j) Territory Boundaries. Territory boundaries are as described in the Franchise Rider.

(k) Agreement Binding Upon Signature of Franchisor. Franchisee acknowledges that this Agreement shall not take effect until its acceptance and execution by an officer of Franchisor.

(l) Evolving Agreements. Franchisee acknowledges that Franchisor has entered, and will continue to enter, into agreements with other Franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that Franchisor and Franchisees other than Franchisee may have different rights and obligations does not affect the parties' duty to comply with this Agreement.

(m) Delegation. Franchisor shall have the right to delegate Franchisor's duties under this Agreement to any affiliated or non-affiliated entity, agent, or employee and Franchisee agrees to such assignment without any right to approve such actions.

(n) Fines. For each instance where Franchisee fails to obtain prior written approval for advertisements, fails to attend required training or franchisor sponsored conventions, offers unauthorized products or services, or otherwise violates the standards set forth in the Manuals or this Agreement, Franchisor shall, at Franchisor's option, have the right to levy a fine in an amount up to One Thousand Dollars (\$1,000) per occurrence. Alternatively, in the case of failure to attend required training or franchisor sponsored conventions, Franchisee's royalty fee for the balance of the calendar year shall increase by one percent (1%), provided Franchisee does not obtain Franchisor's prior, written approval not to attend the training or convention. Additionally, in the event that Franchisee fails inspection or is in default and Franchisor inspects and/or re-inspects the Workshop, then Franchisee shall reimburse Franchisor for its inspection costs on request. The imposition of a fine pursuant to this section shall not act as a waiver of any of Franchisor's other remedies under this Agreement. Furthermore, Franchisor has the right to collect any such fines by means of EFT.

(o) Final Act. The last signature applied to this Agreement shall be the signature of Franchisor's Chief Creative Officer at Franchisor's headquarters in North Carolina. The Agreement shall not be binding on Franchisor until signed by Franchisor.

(p) Covenant of Good Faith. No covenant of good faith and fair dealing shall be implied into this Agreement, except that if applicable law shall imply such a covenant in this Agreement, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply such a covenant, Franchisee acknowledges that (a) this Agreement grants Franchisor the discretion to make decisions, take actions, and refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations hereunder that may favorably or adversely affect Franchisee's interests; (b) Franchisor will use its judgment in exercising such discretion based on Franchisor's assessment of its own interests and balancing those interests against the interests of Franchisee and other franchisees within the Chain generally; (c) Franchisor will have no liability to Franchisee for the exercise of its discretion, so long as such discretion is not exercised in bad faith toward Franchisee; and (d) in absence of such bad faith, no trier of fact in any legal action shall substitute its judgment for Franchisor's judgment so exercised.

(q) Security Agreement. Franchisee agrees to give no security interests, pledges or encumbrances in Franchisee's inventory, leasehold, fixtures, securities or franchise agreement without the prior written approval of Franchisor, which shall not be deemed a consent to assignment. Franchisor will not unreasonably withhold approval but is legitimately concerned to ensure: (a) that Franchisee not lose the business; (b) that the business not be lost to the franchise system; and (c) that Franchisor not have to defend a claim to franchisee rights by anyone it shall not have agreed to accept as a franchisee. In order to secure the prompt performance of Franchisee's obligations under this Agreement, Franchisee grants Franchisor and Franchisor takes a first priority security interest in all of Franchisee's assets, including without limitation, all present and after acquired inventory and equipment wherever located, accounts, deposit accounts, chattel paper, instruments, contract rights (including Franchisee's rights under this Agreement) and general intangibles, including payment intangibles, and all proceeds and products thereof including insurance proceeds. All items in which a security interest is granted are referred to as the "Collateral". This Agreement and the Franchise granted to Franchisee hereunder may not be used by Franchisee as collateral or be the subject of a security interest, lien, levy, attachment or execution by Franchisee's creditors, any financial institution, or any other party, except with Franchisor's prior written approval. The Security Interest is to secure payment of the following (the "Indebtedness"): (a) all amounts due under this Agreement or otherwise by Franchisee; (b) all sums which Franchisor may, at Franchisor's option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness; (c) all expenses, including reasonable attorneys' fees, which Franchisor incurs in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting Franchisor's rights under the Security Interest and this Agreement; and (d) all other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of Franchisee to Franchisor or third parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not Franchisor executes any extension agreement or renewal instruments. Franchisee will from time to time as Franchisor requires join with Franchisor in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to Franchisor. Upon default and termination of Franchisee's rights under this Agreement, Franchisor shall have the immediate right to possession and use of the Collateral. Franchisee agrees that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at Franchisor's option and without notice, become due and payable immediately, and Franchisor shall then have the rights, options, duties, and remedies of a secured party under, and Franchisee shall have the rights and duties of a debtor under the Uniform Commercial Code of North Carolina (or other applicable law), including, without limitation, Franchisor's right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by Franchisor in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to Franchisee pursuant to the notice provisions set forth above. This Agreement shall be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

FRANCHISEE ACKNOWLEDGES THAT, IN ALL OF ITS DEALINGS WITH FRANCHISOR'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES, THESE INDIVIDUALS ACT ONLY IN THEIR REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY. FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT AND ALL BUSINESS DEALINGS BETWEEN FRANCHISEE AND THESE INDIVIDUALS AS A RESULT OF THIS AGREEMENT ARE SOLELY BETWEEN FRANCHISEE AND FRANCHISOR. NOTWITHSTANDING THE FOREGOING, IF FRANCHISOR ENGAGES ANY BROKER, THAT BROKER WILL BE SOLELY LIABLE FOR ITS CONDUCT WITH FRANCHISEE EXCEPT THAT FRANCHISOR WILL REMAIN LIABLE FOR THE BROKER'S CONDUCT SOLELY TO THE EXTENT OF FRANCHISOR'S OWN CRIMINAL, INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT IN ENGAGING THE BROKER. IN ADDITION, FRANCHISOR MAKES NO WARRANTY AS TO FRANCHISEE'S ABILITY TO OPERATE THE WORKSHOP IN THE JURISDICTION IN WHICH THE WORKSHOP WILL BE OPERATED. FRANCHISEE MUST SEEK OR OBTAIN ADVICE OF COUNSEL SPECIFICALLY ON THIS ISSUE. IF LEGISLATION IS ENACTED, OR A REGULATION PROMULGATED, BY ANY GOVERNMENTAL BODY THAT PREVENTS FRANCHISEE FROM OPERATING THE WORKSHOP, FRANCHISOR IS NOT LIABLE FOR DAMAGES NOR REQUIRED TO INDEMNIFY FRANCHISEE IN ANY MANNER WHATSOEVER OR TO RETURN ANY MONIES RECEIVED FROM FRANCHISEE.

IN WITNESS WHEREOF, parties hereto have duly executed this Agreement on the day, month and year first written above.

Franchisor:

AR WORKSHOP FRANCHISING, LLC

By: _____
Maureen Anders, Chief Executive Officer

Franchisee:

By: _____
Name: _____
Title: _____

FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR APPROVED LOCATIONS IN OHIO: You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day following _____. See the attached notice of cancellation for an explanation of this right.

Notice of cancellation

(Enter effective date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to AR WORKSHOP FRANCHISING, LLC, 315 Main Street, Suite AA, Pineville, North Carolina 28134, (919) 824-8609, not later than midnight of the fifth business day following _____.

I hereby cancel this transaction.

(Purchaser's Signature)

(Date) _____

Notice of cancellation

(Enter effective date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to AR WORKSHOP FRANCHISING, LLC, 315 Main Street, Suite AA, Pineville, North Carolina 28134, (919) 824-8609, not later than midnight of the fifth business day following _____.

I hereby cancel this transaction.

(Purchaser's Signature)

(Date) _____

ATTACHMENT 1 TO FRANCHISE AGREEMENT
FRANCHISE RIDER

Initial Franchise Fee

The Initial Franchise Fee shall be ~~Thirty~~Thirty-Five Thousand Dollars (~~\$30,000~~\$35,000).

Continuing Royalty

The Continuing Royalty for the first six (6) months after execution of the Franchise Agreement is Six Percent (6%) of monthly Gross Sales. During the first six (6) months, Franchisee shall not be obligated to pay the Continuing Royalty until Franchisee begins collecting revenue (regardless of whether any Workshops are held). Upon the seventh (7th) month after execution of the Franchise Agreement, and through the duration of the Initial Term, Franchisee shall pay the Continuing Royalty, which shall then be the greater of (a) Six Percent (6%) of monthly Gross Sales or (b) Five Hundred Dollars (\$500) per month. For purposes of this Attachment 1, "Gross Sales" shall mean the gross revenues of the Workshop, whether payment is evidenced by cash, credit, check, gift certificate, gift card, script, or other property or services and whether collected or not from your monthly gross sales calculation (i.e., bank or credit card company fees and gift card vendor fees, excluding any sales tax amounts (including the face amount of all gift cards or certificates, which are included at the time of sale of the gift card or certificate), for the month immediately preceding the Due Date of the Continuing Royalty. As for group buying services, Gross Sales shall include the total gross amount paid by the customer, whether or not such amount is ultimately paid to you or the group buying service. No deduction is allowed for payment provider fees.

Franchisee's Notice Address

The following address is Franchisee's address under Section 22 of the Franchise Agreement.

Franchisee's Address for Notice:

Email Address:

Already-Approved Location and Territory (If Applicable)

If the Location has already been selected by Franchisee and approved by Franchisor, then the following are Franchisee's Location and Territory for the term of the Franchise Agreement:

Location: _____

Territory: _____

Unassigned Location and Territory (If Applicable)

If no Location has been determined at the time this Franchise Agreement is executed, then the Location will be within the following area, provided the exact location will be subject to Franchisor's review and ~~approval~~acceptance: _____ (the "Prospective Market Area").

If Franchisee has not been approved to operate at a specific Location at the time the Franchise Agreement is approved, Franchisor reserves the right to sell franchises—and grant territories to others who will operate Workshops—in and around the Prospective Market Area. Franchisee may then be required to choose a final location outside of any protected territory given to any other franchisee, and that territory may be outside of the Prospective Market Area set forth above.

When Franchisee selects its desired location for the Workshop, Franchisee must follow the ~~approval~~acceptance process set forth in Section 6(a) of the Franchise Agreements and Franchisor's Manuals. If Franchisor approves of Franchisee's proposed location, Franchisor will send Franchisee its form site ~~approval~~acceptance letter ("Site Selection ~~Approval~~Acceptance Letter"). The location set forth in the Site Selection ~~Approval~~Acceptance Letter shall constitute the "Location" of the Workshop pursuant to Section 1 of the Franchise Agreement. Franchisee's Territory shall be the area that is within a three (3) mile radius of the Location set forth in the ~~Approval~~Acceptance Letter.

**ATTACHMENT 2 TO FRANCHISE AGREEMENT
LEASE RIDER**

This Lease Rider is executed as of this date of _____, by and between _____ (“Tenant”) and _____ (“Landlord”) as a Rider to the lease dated _____ (as amended, renewed, and/or extended from time to time, the “Form Lease”) for the Premises located at _____ (“Premises”).

In the event of a conflict between the terms and conditions set forth within this Rider and the terms and conditions set forth in the Form Lease to which this Rider is attached, the terms and conditions set forth within this Rider shall govern and control.

1. **Permitted Use.** The Premises are leased to Tenant for the operation of a franchised workshop which operates a DIY creative workshop (“Workshop”) offering hands-on classes to create customizable home decor pieces out of raw materials including wood, canvas and other media, as well as offering for sale to patrons on-trend curated home décor accessories, jewelry and other items. Landlord approves of the use of power tools, hammers, and other loud tools, as well as stain and paint, in the Premises. The Tenant may also use the Premises for promotions, celebrations, meetings, and other group functions where Tenant’s services and products will be offered or sold. Landlord covenants that from and after the date hereof, Landlord shall not permit any other tenant to operate a store in the same shopping center as the Premises which emphasizes a DIY creative workshop offering hands-on classes.

2. **Signage.** Notwithstanding anything contained within the Form Lease to the contrary, Tenant shall, subject to the requirements of local law, have the right to utilize its standard signage and other proprietary marks and identification on both the exterior and within the interior of the Premises as approved by AR WORKSHOP FRANCHISING, LLC, a South Carolina limited liability company and franchisor of the AR WORKSHOP concept (“Franchisor”).

3. **Assignment and Subletting.** Landlord’s consent to an assignment of the Form Lease or subletting of the Premises shall not be required in connection with an assignment or subletting as a part of a merger, reorganization or sale of all or substantially all of Tenant’s assets or business or an assignment or sublet, or as otherwise provided for in the Franchise Agreement between Franchisor and Tenant (the “Franchise Agreement”) to Franchisor, any parent, ~~subsidiary or affiliated limited liability company,~~ affiliate of Tenant, or affiliate of Franchisor, or another AR WORKSHOP franchisee. Landlord shall approve as an assignee or sublettee any tenant who has become a transferee of the Franchise Agreement as a result of a merger, reorganization or sale of all or substantially all of Tenant’s assets, or as otherwise provided for in the Franchise Agreement between Franchisor and Tenant. Tenant shall also have the right, without the consent of Landlord, to assign this Lease to a company incorporated or to be incorporated by Tenant, a limited liability company formed by Tenant, or a partnership formed or to be formed by Tenant, provided that Tenant owns or beneficially controls a majority of the issued and outstanding shares of capital stock of the company, majority of the membership interest in the limited liability company, or is the managing general partner of the partnership.

4. **Notices: Opportunity to Cure.** Copies of any demand letters, default notices or other similar notices of non-compliance (“Notice”) sent by Landlord to Tenant shall also be sent to Franchisor at the following address:

Maureen Anders
AR WORKSHOP FRANCHISING, LLC
315 Main Street, Suite AA
Pineville, North Carolina 28134
(919) 824-8609

In the event Tenant fails to cure or otherwise remedy the subject matter of the Notice, Landlord shall grant Franchisor the identical period of time in which to cure same (said cure period to commence immediately upon written notice from Landlord to Franchisor (at the address set forth herein) that Tenant has failed to cure in a timely manner) and Landlord agrees to accept the performance of Franchisor within said period of time as performance by Tenant pursuant to the terms of the Form Lease.

5. **Option to Lease.** Landlord hereby agrees that, (i) in the event of (a) the termination, non-renewal, or expiration of the Franchise Agreement by and between Tenant and Franchisor; (b) in the event of the termination of the Form Lease for any cause whatsoever including, without limitation, a default by Tenant under the Form Lease after expiration of any applicable notice and cure periods; or (c) Tenant's failure to exercise any extension option contained in the Form Lease, or (iv) as otherwise permitted under the Franchise Agreement, Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another AR Workshop franchisee shall have the option to lease the Premises pursuant to the same terms and conditions as are contained in the Form Lease, in accordance with the following:

(a) Landlord agrees to promptly give written notice to Franchisor (at the address set forth herein) in the event the Form Lease is terminated as the result of a default by Tenant or in the event Tenant fails to exercise any remaining options to extend the term of the Form Lease;

(b) If Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another AR Workshop franchisee elects to lease the Premises, Franchisor shall notify Landlord in writing of its election to exercise this option to lease within thirty (30) days after (1) termination, non-renewal, or expiration of the Franchise Agreement; (2) Franchisor's receipt of notice from Landlord that the Form Lease has been terminated; or (3) receipt of notice from Landlord that Tenant has failed to exercise an option to extend the term of the Form Lease;

(c) If Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another AR Workshop franchisee elects to lease the Premises under any of the conditions set forth in 5(i) to (iv) above, Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another AR Workshop franchisee shall sign and deliver to Landlord a lease containing all of the same terms and conditions (including rental rates, terms and remaining options to extend the term of the Lease) as are contained in the Lease; provided, however, that Franchisor's such party's leasehold interest shall not be subject to any defaults or claims that may exist between Landlord and Tenant and any such lease shall permit Franchisor or any parent, subsidiary or affiliated company of Franchisor to assign the lease or sublease the Premises to a franchisee of Franchisor for use as an AR WORKSHOP franchised location; and

(d) Nothing contained herein shall affect Landlord's right to recover any and all amounts due under the Form Lease from Tenant or to exercise any right of Landlord against Tenant as provided under the Form Lease.

6. **De-identification.** Landlord and Tenant hereby acknowledge that in the event the Franchise Agreement expires or is terminated, Tenant is obligated under the Franchise Agreement to take certain steps to de-identify the location as an AR WORKSHOP franchise location operated by Tenant. Landlord agrees to cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement against Tenant, including allowing Franchisor, its employees and agents to enter and remove signs, decor and materials bearing or displaying any marks, designs or logos of Franchisor; provided, however, that Landlord shall not be required to bear any expense thereof. Tenant agrees that if Tenant fails to de-identify the Premises promptly upon termination, non-renewal, or expiration as required under the Franchise Agreement, Franchisor may cause all required de-identification to be completed at Tenant's sole cost and expense.

7. **Assignment of Interest.** This Rider is binding and shall inure to the benefit of Landlord, Tenant, and Franchisor, any parent, subsidiary or affiliated company of Franchisor, or another AR Workshop franchisee, their assigns, and successors-in-interest. ~~Franchisor is an intended beneficiary, any parent, subsidiary or affiliated company of Franchisor, or another AR Workshop franchisee are intended beneficiaries~~ of this Rider provided Franchisor shall have no liability for any of Tenant's obligations under the Form Lease. Franchisor signs below for the limited purpose of acknowledging and agreeing to the provisions of this Rider.

8. **Non-disturbance from Mortgage Lenders.** It is a condition of the Form Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agrees not to disturb Tenant's rights under the Form Lease or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations under the Form Lease beyond any applicable grace or cure period provided therein. If a mortgage, deed of trust or deed to secure debt currently encumbers the Premises, it is a condition precedent to Tenant's obligations under the Form Lease that the holder of such encumbrance enter into a written recordable form of subordination and non-disturbance agreement with Tenant, in a form reasonably acceptable to Tenant, as described above.

9. **Security Interest.** Any security interest and/or landlord's lien of Landlord in Tenant's trade fixtures, trade dress, signage, equipment and other personal property is hereby subordinated to any security interest and pledge granted to Franchisor in such items.

LANDLORD:

TENANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agreed to:

FRANCHISOR:

AR WORKSHOP FRANCHISING, LLC

By: _____

Name: Maureen Anders

Title: Chief Executive Officer

EXHIBIT A - 76

EXHIBIT A - 77

AR Workshop FDD 20232024

3989152v1.CAS.28609.G546244103720v2.EJB.28609.G55643

ATTACHMENT 3 TO FRANCHISE AGREEMENT
PERSONAL GUARANTY AND AGREEMENT TO BE BOUND PERSONALLY BY THE
TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement (the "Agreement") between AR Workshop Franchising, LLC ("Franchisor") and _____ ("Franchisee") dated of even date herewith, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the Franchisee, including without limitation the dispute resolution provisions and indemnification provisions of the Agreement.

Further, except for those designated as "Spouse" and not "Owner" in the signature block below, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement, including but not limited to the non-compete dispute resolution, and indemnification provisions, and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Agreement.

The undersigned's liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and the other guarantors of Franchisee. The undersigned shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so. Franchisor may proceed against the undersigned and Franchisee jointly and severally, or Franchisor may, at its option, proceed against the undersigned, without having commenced any action, or having obtained any judgment against Franchisee. The undersigned agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; (3) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Personal Guaranty, which shall be continuing and irrevocable during the term of the Agreement; and (4) this Personal Guaranty shall apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without the undersigned receiving notice thereof.

The undersigned waive: (1) notice of demand for payment of any indebtedness or on performance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; (3) any right he/she may have to require that an action be brought against the Franchisee or any other person as a condition of liability; (4) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed; and (5) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

PERSONAL GUARANTORS:

Signature: _____
Name: _____
Address: _____
Owner or Spouse: _____

Signature: _____
Name: _____
Address: _____
Owner or Spouse: _____

Signature: _____
Name: _____
Address: _____
Owner or Spouse: _____

Signature: _____
Name: _____
Address: _____
Owner or Spouse: _____

Signature: _____
Name: _____
Address: _____
Owner or Spouse: _____

**ATTACHMENT 44A TO FRANCHISE AGREEMENT
NONDISCLOSURE AND NONCOMPETITION AGREEMENT**

This Nondisclosure and Noncompetition Agreement (“Agreement”) is made and entered into as of _____ by and between AR WORKSHOP FRANCHISING, LLC a South Carolina limited liability company (“Franchisor”) and _____ (“Associate”), who resides at _____. All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

RECITALS

A. The Franchisor is engaged in the business of franchising a unique system for operating a boutique do-it-yourself (“DIY”) creative workshop (“Workshop.”) The workshops are operated under the Franchisor’s trademark AR WORKSHOP and other service marks, trademarks, logo types, architectural designs, trade dress and other commercial symbols (collectively, the “Marks”);

B. The Franchisor has developed methods for establishing, operating and promoting workshops pursuant to the Franchisor’s Confidential Information (defined below) and ~~Trade Secrets (defined below)~~ and such Confidential Information and ~~Trade Secrets~~ as may be further developed from time to time by the Franchisor (“System”);

C. The Franchisor and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of products and customer service, which goodwill and reputation have been and will continue to be of major benefit to the Franchisor;

D. Associate desires to become involved with _____ (“Franchisee”), a franchisee of the Franchisor that operates a Workshop in _____ (“the Franchised Business”) in the capacity of an owner, guarantor, officer, partner, director, or agent of the Franchised Business, or is a spouse or domestic partner of an owner of a Franchised Business, and will become privileged as to certain Confidential Information ~~and Trade Secrets~~. Associate may or may not have signed the Franchise Agreement or Guaranty and Assumption of Franchisee’s Obligations form; and

E. Associate and the Franchisor have reached an understanding with regard to nondisclosure by Associate of Confidential Information and ~~Trade Secrets~~ and with respect to noncompetition by Associate with the Franchisor and other franchisees of the Franchisor. Associate agrees to the terms of this Agreement as partial consideration for the Franchisor’s willingness to allow Associate to engage in a business relationship with Franchisor or Franchisee using the Franchisor’s Confidential Information ~~and Trade Secrets~~.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Franchisor, intending legally to be bound, agree as follows:

1. Definitions.

(a) “Associate” shall mean the individual described in the first paragraph of this Agreement.

(b) “Boutique” means a small retail store that is owned by a small business selling a special selection of fashionable consumer goods.

(c) “Competitive Business” as used in this Agreement means any business or commercial activity, other than an AR WORKSHOP business that Franchisee is authorized by Franchisor to operate, that satisfies one or more of the following criteria:

(1) offers, sells, or provides in-person classes or programs for the creation of home décor and home accessory items; or

(2) receives at least twenty five percent (25%) of its revenue from the sale of craft and/or do-it-yourself kits for the creation of home décor and home accessory items; or

(3) receives at least twenty five percent (25%) of its revenue from the sale of one or more of the following goods from a Boutique: home décor and home accessory items, decorative accent items; furniture, cooking accessories, cosmetic products, candles, clothing, jewelry, and/or fashion accessories.

(d) “Confidential Information” ~~shall include, without limitation~~ means the information, not generally known to the public, in any form, related to the Franchised Business and its operations, including all trade secrets of the Franchised Business, all knowledge, know-how, formats, plans, data processes, supply systems, marketing systems, techniques, designs, layouts, standards, methods, and procedures related to the establishment and operation of the Franchised Business, and includes not generally known to the public: all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business ~~including, without limitation, all databases (whether in print, electronic or other form), designs, artwork, (such as~~ all names, addresses, phone numbers, e-mail addresses, ~~for customers and suppliers; customer purchase records, and mail lists, manuals, promotional and); designs, artwork; electronic code, designs, marketing materials, and business, sales, and marketing strategies; financial information; databases; training materials; knowledge of the franchise system,~~ and any other data and information that the Franchisor or its affiliates designates as confidential, including all information contained in the Manuals, ~~which may be provided as one or more separate manuals, written instructional guides, electronic files, or other communications from the Franchisor or its affiliates, which may be changed or supplemented from time to time.~~

(e) “Customer” means (1) any customer to which the Franchised Business sold any product or for which the Franchised Business performed any service at any time during the Term or within the one (1) year period prior to the Restrictive Period, or (2) any prospective customer that the Franchised Business called on at any time or had any communications during the Term or within the one (1) year period prior to the Restrictive Period, or (3) any prospective customer about whom the Franchised Business gathered information at any time during the term or within the one (1) year period prior to the Restrictive Period that could be used to the competitive disadvantage of the Franchisor, its affiliates, or its franchisees.

(f) “Franchise Agreement” shall mean the franchise agreement between Franchisor and Franchisee dated _____ as amended or renewed from time to time.

Business. (g) "Location" shall mean the approved location of Franchisee's Franchised

(h) "Restrictive Territory" shall mean:

(1) An area which is within a 15-mile radius of:

(A) The Location as of the first date of the Restrictive Period, and

(B) The location of any other AR WORKSHOP location owned by Franchisor or its affiliates or franchisees as of the first date of the Restrictive Period; or

(2) Only in the event the foregoing is determined by a court of law to be too broad, (A) the Territory as that Territory exists on the first date of the Restrictive Period, (B) the territories in which Franchisor or its affiliates operate any AR WORKSHOP businesses or locations as of the first date of the Restrictive Period, and (C) the territories of any of Franchisor's other AR WORKSHOP franchisees as of the first date of the Restrictive Period; or

(3) Only in the event the foregoing is determined by a court of law to be too broad, the Territory as of the first date of the Restrictive Period ; or

(4) Only in the event the foregoing is determined by a court of law to be too broad, at the Location.

(i) "Restrictive Period" shall mean a period of two (2) years that begins the earlier of (i) the date of termination, expiration, or non-renewal of the Franchise Agreement, regardless of the reason for such termination, expiration, or non-renewal, or (ii) the date Associate's association with Franchisee or the Franchised Business ends for any reason, including but not limited to, divorce, separation, sale, termination, or transfer.

(j) "Term" shall ~~have the meaning defined in the Franchise Agreement~~ mean the period from the Effective Date through the first date of the Restrictive Period.

(k) "Territory" shall have the meaning defined in the Franchise Agreement.

~~(l) "Trade Secret(s)" shall mean information, including a customer lists, pattern, compilation, program, device, method, technique or process related to the Franchised Business that both derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.~~

2. Confidential Information and Trade Secrets. Associate and the Franchisor acknowledge that the Confidential Information ~~and Trade Secrets~~ that ~~are~~ is developed and utilized in connection with the operation of the Franchised Business ~~are~~ is unique and the

exclusive property of ~~the~~ Franchisor or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information ~~and Trade Secrets~~ would be wrongful and would cause irreparable injury and harm to ~~the~~ Franchisor or its affiliates. Associate further acknowledges that ~~the~~ Franchisor or its affiliates have expended a great amount of effort and money in obtaining and developing the Confidential Information ~~and Trade Secrets~~, that the Franchisor or its affiliates have taken numerous precautions to guard the secrecy of the Confidential Information ~~and Trade Secrets~~, and that it would be very costly for competitors to acquire or duplicate the Confidential Information ~~and Trade Secrets~~.

3. Nondisclosure of Confidential Information. During the Term and ~~any renewal Term of the Franchise Agreement and for all periods after the Term and any renewal Term of the Franchise Agreement~~, Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, ~~directly or indirectly,~~ for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of ~~the~~ Franchisor or the Franchised Business, any of the Confidential Information of ~~the~~ Franchisor or its affiliates.

~~4. Exceptions to Disclosing Confidential Information. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) information that was in the public domain prior to being communicated to Associate through no fault of Associate; (b) information that entered the public domain after it was Communicated to Associate through no fault of Associate; (c) information that was in Associate's possession free of any obligation of confidence at the time it was communicated to Associate; or (d) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Associate is legally compelled to disclose the information, if Associate has notified the Franchisor before disclosure and used Associate's best efforts, and afforded the Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to the Franchisor of confidential treatment for the information required to be so disclosed.~~

~~5. Nondisclosure of Trade Secrets. During the Term and any renewal Term of the Franchise Agreement and for as long as such information constitutes a Trade Secret, Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Franchisor or the Franchised Business, any of the Trade Secrets of the Franchisor or its affiliates.~~

~~4.~~ 6. In-Term Covenant Against Unfair Competition. During the Term, Associate will not, without Franchisor's prior written consent, either for themselves, or through, on behalf of, or in conjunction with any other person or entity:

- (i) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant for, any Competitive Business; or
- (ii) offer or grant franchises or licenses for any Competitive Business; or
- (iii) become a franchisee or licensee of any Competitive Business; or

~~(iiiiv)~~ perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System; ~~or,~~

~~(iv) use any vendor relationship established through Associate's association with Franchisor or Franchisee for any purpose other than to purchase supplies, products, equipment, merchandise, or services for use or retail sale in the Franchised Business.~~

5. ~~7.~~ Post-Termination Covenant Against Unfair Competition. Associate covenants and agrees that for the Restrictive Period Associate shall not, within the Restrictive Territory, engage in any of the following:

(i) Engage in any Competitive Business as franchisee or licensee; or

(ii) Franchise or license any Competitive Business to any person or party; or

(iii) engage in any Competitive Business as an officer, director, employee, manager, operator, consultant, or independent contractor in any capacity in which Associate would be performing or directing others to perform:

(1) Duties that are the same as or substantially similar to the work Associate engaged in and/or performed as the Associate of Franchisee at any time during the Term of this Agreement, or

(2) Duties that would require or permit Associate to use or disclose Confidential information for Associate's own benefit or the benefit of any person or entity other than Franchisor; or

(iv) become interested in any such Competitive Business as an owner, partner, shareholder, member, director, officer, lender, or principal; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section ~~75~~ so long as Associate does not own themselves or through their spouses or partners more than one percent (1%) of the securities of such corporation.

6. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Franchisor may be entitled. Associate agrees that the Franchisor may obtain such injunctive relief, without posting a bond or bonds totaling Five Hundred Dollars (\$500) or more, but upon due notice, and Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

7. Reasonableness of Restrictions. Associate acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Confidential Information and Trade Secrets and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Associate or Franchisee or enter into this Agreement or the Franchise Agreement without receiving Associate's unrestricted promise to preserve the confidentiality of the Confidential Information and Trade Secrets. In any litigation concerning the entry of any

requested injunction against Associate, Associate, for value, voluntarily waives such defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated relating to any claimed "prior breach" on the part of the Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Franchisor will entitle or permit Associate to disclose any such Confidential Information or Trade Secrets in any circumstances. Associate agrees that the running of the applicable post-termination Restrictive Period shall be tolled during any period of a violation of this Agreement.

8. Effect of Waiver. The waiver by Franchisor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Franchisor and their respective heirs, executors, representatives, successors and assigns.

10. Entire Agreement. This instrument contains the entire agreement of Associate and the Franchisor relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

11. Governing Law; Jurisdiction and Venue.

(a) If Associate is an owner or guarantor of Franchisee, the governing law and dispute resolution provisions of the Franchise Agreement shall apply to this Agreement.

(b) For Associates that are not an owner or guarantor of Franchisee, the following terms apply: The laws of North Carolina (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this Agreement, including torts. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of North Carolina, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of North Carolina. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of North Carolina. Notwithstanding the foregoing, in the event that the laws of the state where Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

12. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement that shall otherwise remain in full force and effect.

13. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

14. Miscellaneous. Due to the importance of this Agreement to Franchisor, any claim Associate has against Franchisor is a separate matter and does not entitle Associate to violate, or justify any violation of, this Agreement. Associate agrees that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, unless otherwise herein defined.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

ASSOCIATE:

FRANCHISOR:

AR WORKSHOP FRANCHISING, LLC

By: _____

Name: _____

Title: _____

ATTACHMENT 4B TO FRANCHISE AGREEMENT
NONDISCLOSURE AND NON-SOLICITATION AGREEMENT

This Nondisclosure and Non-Solicitation Agreement ("Agreement") is made and entered into as of _____ by and between AR WORKSHOP FRANCHISING, LLC a South Carolina limited liability company ("Franchisor") and _____ ("Associate"), who resides at _____. All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

RECITALS

A. The Franchisor is engaged in the business of franchising a unique system for operating a boutique do-it-yourself ("DIY") creative workshop ("Workshop.") The workshops are operated under the Franchisor's trademark AR WORKSHOP and other service marks, trademarks, logo types, architectural designs, trade dress and other commercial symbols (collectively, the "Marks");

B. The Franchisor has developed methods for establishing, operating and promoting workshops pursuant to the Franchisor's Confidential Information (defined below) and such Confidential Information as may be further developed from time to time by the Franchisor ("System");

C. The Franchisor and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of products and customer service, which goodwill and reputation have been and will continue to be of major benefit to the Franchisor;

D. Associate desires to become involved with _____ ("Franchisee"), a franchisee of the Franchisor that operates a Workshop in _____ ("the Franchised Business") in the capacity of an owner, guarantor, officer, partner, director, or agent of the Franchised Business, or is a spouse or domestic partner of an owner of a Franchised Business, and will become privileged as to certain Confidential Information. Associate may or may not have signed the Franchise Agreement or Guaranty and Assumption of Franchisee's Obligations form; and

E. Associate and the Franchisor have reached an understanding with regard to nondisclosure by Associate of Confidential Information and with respect the solicitation of customers, vendors, and employees by Associate. Associate agrees to the terms of this Agreement as partial consideration for the Franchisor's willingness to allow Associate to engage in a business relationship with Franchisor or Franchisee using the Franchisor's Confidential Information.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Franchisor, intending legally to be bound, agree as follows:

1. Definitions.

(a) "Associate" shall mean the individual described in the first paragraph of this Agreement.

(b) "Boutique" means a small retail store that is owned by a small business

selling a special selection of fashionable consumer goods.

(c) “Competitive Business” as used in this Agreement means any business or commercial activity, other than an AR WORKSHOP business that Franchisee is authorized by Franchisor to operate, that satisfies one or more of the following criteria:

(1) offers, sells, or provides in-person classes or programs for the creation of home décor and home accessory items; or

(2) receives at least twenty five percent (25%) of its revenue from the sale of craft and/or do-it-yourself kits for the creation of home décor and home accessory items; or

(3) receives at least twenty five percent (25%) of its revenue from the sale of one or more of the following goods from a Boutique: home décor and home accessory items, decorative accent items; furniture, cooking accessories, cosmetic products, candles, clothing, jewelry, and/or fashion accessories

(d) “Confidential Information” means the information, not generally known to the public, in any form, related to the Franchised Business and its operations, including all trade secrets of the Franchised Business, all knowledge, know-how, standards, methods, and procedures related to the establishment and operation of the Franchised Business not generally known to the public; all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business (such as all names, addresses, phone numbers, e-mail addresses for customers and suppliers; customer purchase records and mail lists); designs, artwork; electronic code, designs, marketing materials, and business, sales, and marketing strategies; financial information; databases; training materials; knowledge of the franchise system, and any other data and information that the Franchisor or its affiliates designates as confidential, including all information contained in the Manuals.

(e) “Customer” means (1) any customer to which the Franchised Business sold any product or for which the Franchised Business performed any service at any time during the Term or within the one (1) year period prior to the Restrictive Period, or (2) any prospective customer that the Franchised Business called on at any time or had any communications during the Term or within the one (1) year period prior to the Restrictive Period, or (3) any prospective customer about whom the Franchised Business gathered information at any time during the term or within the one (1) year period prior to the Restrictive Period that could be used to the competitive disadvantage of the Franchisor, its affiliates, or its franchisees.

(f) “Franchise Agreement” shall mean the franchise agreement between Franchisor and Franchisee dated _____ as amended or renewed from time to time.

(g) “Location” shall mean the approved location of Franchisee’s Franchised Business.

(h) “Restrictive Territory” shall mean:

(1) An area which is within a 15-mile radius of:

(A) The Location as of the first date of the Restrictive Period, and

(B) The location of any other AR WORKSHOP location owned by Franchisor or its affiliates or franchisees as of the first date of the Restrictive Period; or

(2) Only in the event the foregoing is determined by a court of law to be too broad, (A) the Territory as that Territory exists on the first date of the Restrictive Period, (B) the territories in which Franchisor or its affiliates operate any AR WORKSHOP businesses or locations as of the first date of the Restrictive Period, and (C) the territories of any of Franchisor's other AR WORKSHOP franchisees as of the first date of the Restrictive Period; or

(3) Only in the event the foregoing is determined by a court of law to be too broad, the Territory as of the first date of the Restrictive Period ; or

(4) Only in the event the foregoing is determined by a court of law to be too broad, at the Location.

(i) "Restrictive Period" shall mean a period of two (2) years that begins the earlier of (i) the date of termination, expiration, or non-renewal of the Franchise Agreement, regardless of the reason for such termination, expiration, or non-renewal, or (ii) the date Associate's association with Franchisee or the Franchised Business ends for any reason, including but not limited to, divorce, separation, sale, termination, or transfer.

(j) "Term" shall mean the period from the Effective Date through the first date of the Restrictive Period.

(k) "Territory" shall have the meaning defined in the Franchise Agreement.

2. Confidential Information. Associate and Franchisor acknowledge that the Confidential Information that is developed and utilized in connection with the operation of the Franchised Business is unique and the exclusive property of Franchisor or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to Franchisor or its affiliates. Associate further acknowledges that Franchisor or its affiliates have expended a great amount of effort and money in obtaining and developing the Confidential Information, that Franchisor or its affiliates have taken numerous precautions to guard the secrecy of the Confidential Information, and that it would be very costly for competitors to acquire or duplicate the Confidential Information.

3. Nondisclosure of Confidential Information. During the Term and and for all periods after the Term, Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Franchisor or the Franchised Business, any of the Confidential Information of Franchisor or its affiliates.

4. ~~8. Covenants~~ Covenant Against Solicitation. During the Term, Associate will not, without Franchisor's prior written consent, either for themselves, or through, on behalf of, or in

conjunction with any other person or entity ~~(i) during the Term or (ii) during the Restrictive Period, within the Restrictive Territory, do any of the following:~~

~~(i) solicit, divert, or attempt to solicit or divert any Customer to a Competitive Business; or~~

~~(ii) solicit, request, or induce any Customer to cancel or curtail its current or future business with Franchisor, Franchisor's affiliates, or Franchisor's franchisees; or~~

~~(iii) Call on or contact any vendor or supplier that Franchisor, its franchisees, or its affiliates use during the Term or who Franchisor, its franchisees, or its affiliates used within one (1) year preceding the first date of the Restrictive Period, through the use of, or with the assistance of, any Confidential Information for the purpose of soliciting, requesting, or attempting to cause such vendor or supplier to cancel or curtail its current or future business with Franchisor, its franchisees, or its affiliates;~~

~~(iv) solicit, divert, or attempt to solicit or divert any person or party that is or has been a customer of Franchised Business at any time during the term of this Agreement, to any Competitive Business any vendor or supplier with whom Franchisee had a business relationship through Franchisee's association with Franchisor during the Term or within one (1) year preceding the Restrictive Period to provide materials, products or services that are the same or substantially similar to the materials, products, and/or services said vendor or supplier provides or provided, by direct or indirect inducement or otherwise, as Franchisee agrees that all goodwill associated with Franchisee's operation under the Marks and the System, and all customer information associated therewith, inure to Franchisor, its franchisees, or its affiliates; or~~

~~(ii) solicit, divert, or attempt to solicit or divert, any vendor that does has done business with Franchisee to provide supplies, products, equipment, merchandise, or services to a Competitive Business, by direct or indirect inducement or otherwise.~~

5. Post-Termination Covenant Against Solicitation. Associate covenants and agrees that for the Restrictive Period Associate shall not, within the Restrictive Territory, engage in any of the following:

(i) solicit, induce or attempt to solicit or induce any person or entity who is an employee of, independent contractor to, consultant to, or other service provider to the Franchised Business, Franchisee, Franchisor, Franchisor's affiliates, or Franchisor's other franchisees as of the first day of the Restrictive Period or within one (1) year of the Restrictive Period to terminate or alter in any way its, his, or her relationship with the Franchised Business, Franchisee, Franchisor, Franchisor's affiliates, or Franchisor's other franchisees as of the date of the Restrictive Period; or

~~(vii) solicit, divert, or attempt to solicit or divert, any persons who were employees or independent contractors associated vendor that has done business with the Franchised Business during the Term or within one (1) year preceding of the Restrictive Period for, or on behalf of, any to provide supplies, products, equipment, merchandise, or services to a Competitive Business to work with any Competitive Business in a position where the employee or independent contractor would use or disclose Confidential Information, by direct or indirect inducement or otherwise; or~~

~~(viii) solicit, divert, or attempt to solicit or divert any persons who were employees and independent contractors of Franchisor, Franchisor's affiliates, or Franchisor's other franchisees during the Term person or party that has been a customer of Franchised Business as of the first day of the Restrictive Period or within one (1) year preceding of the Restrictive Period for, or on behalf of, to any Competitive Business to work for any Competitive Business; or, by direct or indirect inducement or otherwise.~~

~~(vii) solicit, request, or induce any other party who is a franchisee of Franchisor during the Term or who was a franchisee of Franchisor within one (1) year preceding the Restrictive Period to cancel or curtail its current or future business with Franchisor, Franchisor's affiliates, or Franchisor's franchisees; or~~

~~(viii) solicit, request, or induce a party who is a franchisee of Franchisor during the Term or was a franchisee of Franchisor within one (1) year preceding the Restrictive Period to engage in a Competitive Business.~~

6. ~~9.~~ Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Franchisor may be entitled. Associate agrees that the Franchisor may obtain such injunctive relief, without posting a bond or bonds totaling Five Hundred Dollars (\$500) or more, but upon due notice, and Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

7. ~~10.~~ Reasonableness of Restrictions. Associate acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Confidential Information and ~~Trade Secrets~~ and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Associate or Franchisee or enter into this Agreement or the Franchise Agreement without receiving Associate's unrestricted promise to preserve the confidentiality of the Confidential Information ~~and Trade Secrets~~. In any litigation concerning the entry of any requested injunction against Associate, Associate, for value, voluntarily waives such defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated relating to any claimed "prior breach" on the part of the Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of the Franchisor will entitle or permit Associate to disclose any such Confidential Information ~~or Trade Secrets~~ in any circumstances. Associate agrees that the running off the applicable post-termination Restrictive Period shall be tolled during any period of a violation of this Agreement.

8. ~~11.~~ Effect of Waiver. The waiver by Franchisor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

9. ~~12.~~ Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Franchisor and their respective heirs, executors, representatives, successors and assigns.

10. ~~13.~~ Entire Agreement. This instrument contains the entire agreement of Associate and the Franchisor relating to the matters set forth herein. It may not be changed verbally, but

only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

11. ~~14.~~ Governing Law; Jurisdiction and Venue.

(a) If Associate is an owner or guarantor of Franchisee, the governing law and dispute resolution provisions of the Franchise Agreement shall apply to this Agreement.

(b) For Associates that are not an owner or guarantor of Franchisee, the following terms apply: The laws of North Carolina (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this Agreement, including torts. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of North Carolina, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of North Carolina. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of North Carolina. Notwithstanding the foregoing, in the event that the laws of the state where Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state’s laws shall control.

12. ~~15.~~ Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement that shall otherwise remain in full force and effect.

13. ~~16.~~ Attorneys’ Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys’ fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys’ fees shall be included as part of such judgment.

14. ~~17.~~ Miscellaneous. Due to the importance of this Agreement to Franchisor, any claim Associate has against Franchisor is a separate matter and does not entitle Associate to violate, or justify any violation of, this Agreement. Associate agrees that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, unless otherwise herein defined.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

ASSOCIATE:

FRANCHISOR:
AR WORKSHOP FRANCHISING, LLC

By: _____
Name: _____
Title: _____

ATTACHMENT 5 TO FRANCHISE AGREEMENT
TELEPHONE LISTING AND INTERNET AUTHORIZATION AGREEMENT

THIS AGREEMENT is entered into as of _____ by and between AR WORKSHOP FRANCHISING, LLC, a South Carolina limited liability company, and _____, a _____ (hereinafter referred to as "Franchisee").

WITNESSETH THAT:

WHEREAS, AR WORKSHOP FRANCHISING, LLC has developed and refined a DIY creative workshop ("Workshop") business known as "AR WORKSHOP" which uses distinctive innovations and marketing features (such business is referred to herein as the "AR WORKSHOP System"); and

WHEREAS AR WORKSHOP FRANCHISING, LLC is the franchisor of the AR WORKSHOP System and the owner of the trademarks, service marks, copyrights and other intellectual property used in the AR WORKSHOP System, including without limitation, the mark AR WORKSHOP (collectively referred to herein as the "AR WORKSHOP Intellectual Property"); and

WHEREAS, AR WORKSHOP FRANCHISING, LLC and Franchisee have entered into a Franchise Agreement (the "Franchise Agreement") pursuant to which AR WORKSHOP FRANCHISING, LLC granted to Franchisee the non-exclusive limited right to use the AR WORKSHOP Intellectual Property and related commercial symbols (the "Franchised Business") in Franchisee's business telephone directory listings marketing the Franchised Business and otherwise identifying Franchisee; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Franchisee is authorized to obtain separate telephone service, and/or participate in a central telephone service for Franchisee's Franchised Business as created by or on behalf of AR WORKSHOP FRANCHISING, LLC. Such service shall not be used in conjunction with any other business or residential telephone service at Franchisee's home and/or principal place of business.

2. Franchisee is authorized and agrees to secure white pages, Yellow Pages and directory assistance listings only as "AR WORKSHOP". No other names or modifications of "AR WORKSHOP" may be used in conjunction with the AR WORKSHOP Intellectual Property, and no additional listings may be used with the telephone number so assigned to Franchisee unless approved in writing in advance by AR WORKSHOP FRANCHISING, LLC.

3. All telephone listings, Yellow Page display advertising, layout and copy desired to be used by or requested by Franchisee shall be approved in advance in writing by AR WORKSHOP FRANCHISING, LLC, and Franchisee agrees not to deliver to any telephone company placements of any such copy unless written approval by AR WORKSHOP FRANCHISING, LLC is attached.

4. Franchisee shall be responsible for the timely and complete payment of all service charges for telephone service, directory listings and Yellow Page advertising and/or all service charges for Franchisee's reasonable share of central numbers, associated listings and advertising.

5. Franchisee agrees such telephone number(s), listings and advertisements shall be considered to be the sole and exclusive property of AR WORKSHOP FRANCHISING, LLC. Upon termination, expiration, or non-renewal of the Franchise Agreement for whatever reason, Franchisee agrees to immediately cease all use of such telephone number(s), cell phone number(s), e-mail addresses, social networking logins and passwords, Twitter handles, listings and advertisements ("Property") and Franchisee agrees to take all actions necessary to immediately transfer all such Property to AR WORKSHOP FRANCHISING, LLC, and to the extent allowed by applicable law, Franchisee shall take all actions necessary to ensure the same shall become the sole and exclusive property of AR WORKSHOP FRANCHISING, LLC, at its option, subject to AR WORKSHOP FRANCHISING, LLC's obligation to pay all fees due therefor becoming due and payable after the date of cessation of use by Franchisee. Franchisee shall immediately deliver all information related to such Property to AR WORKSHOP FRANCHISING, LLC.

6. Franchisee, by this Agreement, hereby releases and forever discharges AR WORKSHOP FRANCHISING, LLC and its successors or assigns and the telephone company, internet provider, or other service provider from liability of any kind or character which results or may result directly or indirectly from AR WORKSHOP FRANCHISING, LLC's exercise of its rights hereunder or from such telephone company, internet provider or other service provider's cooperation with AR WORKSHOP FRANCHISING, LLC in effecting the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

FRANCHISOR:
AR WORKSHOP FRANCHISING, LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ATTACHMENT 6 TO FRANCHISE AGREEMENT
INTERNET, SOCIAL MEDIA, AND TELEPHONE ASSIGNMENT**

This Assignment Agreement (the "Assignment") is made, and entered into, between AR WORKSHOP FRANCHISING, LLC, a South Carolina limited liability company ("Franchisor") and _____ ("Franchisee").

RECITALS

A. Franchisor has developed and refined a DIY creative workshop ("Workshop") business known as "AR WORKSHOP" which uses distinctive innovations and marketing features (the "System");

B. Franchisor and Franchisee have entered into a Franchise Agreement dated _____ (the "Franchise Agreement"), pursuant to which Franchisee was granted the right to operate a Workshop franchised business under the System; and

C. It is the desire of and in the best interests of Franchisor and the System that in the event the Franchise Agreement terminates, expires, or is not renewed, the telephone numbers, telephone directory listings, email addresses, and Online Presences used by Franchisee in connection with the operation of its Workshop franchised business are assigned to Franchisor.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and Franchisor agreeing to enter into the Franchise Agreement, Franchisor and Franchisee agree as follows:

1. Franchisee hereby agrees to assign to Franchisor: (i) those certain telephone numbers and regular, classified or other telephone directory listings used by Franchisee in connection with operating the AR WORKSHOP franchised business, (ii) all e-mail addresses that use the Marks or that are used by Franchisee in connection with the operation of the ~~Franchised Business~~ Workshop, (iii) any Online Presence (as that term is defined in the Franchise Agreement) which uses the Marks, which Franchisee uses in connection with the operation of the ~~Franchised Business~~ Workshop, or which Franchisee has been permitted by Franchisor to create, and (iv) all rights, title, and interest in the content of any Online Presence, whether now-existing or adopted by Franchisee in the future (collectively the "Listings").

2. This Assignment is for collateral purposes only and, except as specified herein, Franchisor will have no liability or obligation of any kind whatsoever arising from or in connection with Franchisee's use of the Listings unless and until Franchisor notifies the telephone company, listing agencies, internet service providers, or other parties that provide the Listings (collectively, the "Providers") to effectuate the assignment pursuant to the terms hereof.

3. Upon termination, expiration, or nonrenewal of the Franchise Agreement (without renewal or extension), Franchisor will have the right and is hereby empowered to effectuate the assignment of the Listings to itself or to any third party it designates. In the event Franchisor exercises its assignment rights Franchisee will have no further right, title or interest in the Listings; provided, however, Franchisee will pay all amounts owed in connection with the Listings, including all sums owed to Franchisor, Franchisor's affiliates, or Franchisor's approved suppliers under existing contracts for the Listings and immediately, at the Franchisor's request, (i) take any other action as may be necessary to transfer the Listings to the Franchisor or Franchisor's designated

agent, (ii) install and maintain, at Franchisee's sole expense, an intercept message, in a form and manner acceptable to Franchisor on any or all of the Listings; (iii) disconnect, cancel, delete, remove, or discontinue the Listings; (iv) relist any Listing in a different location or with a new provider, whether published or online; (v) modify the Listing and any content in the Listing; (vi) provide all login or other access credentials to the Listings; and/or (vii) cooperate with Franchisor or its designated agent in undertaking any or all of the foregoing.

4. Franchisee appoints Franchisor as Franchisee's attorney-in-fact, to act in Franchisee's place, for the purpose of assigning any Listings covered by the Assignment to Franchisor or Franchisor's designated agent or taking any other actions required of Franchisee under this Agreement. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the forgoing powers, including full power of substitution and execution or completion of any documents required or requested by any Provider to transfer or modify such Listings, and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, termination, or nonrenewal of Franchisee's rights under the Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

5. The parties agree that the Providers may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Listings upon such termination, expiration or nonrenewal of the Franchise Agreement and that such assignment shall be made automatically and effective immediately upon a Provider's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Providers require that the parties execute the Providers' assignment forms or other documentation at the time of termination, expiration or nonrenewal of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination, expiration, or non-renewal of the Franchise Agreement.

6. The validity, construction and performance of this Assignment is governed by the laws of the State in which Franchisor is located. All agreements, covenants, representations and warranties made in this Agreement survive the signing of this Agreement. All Franchisor's rights inure to Franchisor's benefit and to the benefit of Franchisor's successors and assigns.

Agreed to as of _____

FRANCHISEE:

FRANCHISOR:
AR WORKSHOP FRANCHISING, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT B-1

LISTING OF CURRENT FRANCHISEES

All franchises are sold under single unit franchise agreements.

FRANCHISEES WITH OPERATIONAL LOCATIONS AS OF DECEMBER 31, ~~2022~~2023

	FRANCHISE OWNER(S)	ADDRESS	PHONE NUMBER	E-MAIL
1.	1 Chick Endeavors, Frontline Family Crafts LLC	619620 S. Knik Goose Bay Road Suite A, Wasilla, AK 99654	907-357-8349	wasilla@arworkshop.com
2.	DR Woodchuck Enterprises, LLC	4040 W. Ray Road #D-7, Chandler, AZ 85226	480-270-8133	chandler@arworkshop.com
3.	Chit Enterprises, LLC	147 S Higley Rd, Ste. 103 Gilbert, AZ 85296	480-454-5607	gilbert@arworkshop.com
4.	DADDA Concepts, LLC	7119 N Oracle Rd Tucson, AZ 85704	520-339-6677	tucson@arworkshop.com
5.	Nelsatchanado LLC	1033 B Avenue, Coronado, CA 92118	619-444-9954	coronado@arworkshop.com
6.	Crafty Cousins DIY, LLC	1134 E. Champlain, Ste. 103 Fresno, CA 93720	559-490-6875	fresno@arworkshop.com
6. 7.	Chumee Enterprises, LLC	16477 Springdale St. Huntington Beach, CA 92649	714-465-0548	huntingtonbeach@arworkshop.com
7. 8.	Crowells Craft Corporation	163785 Monterey St., Ste. N Morgan Hill, CA 95037	408-389-4927	morganhill@arworkshop.com
9.	Towlehouse, LLC	3167 Rancho Vista Blvd, Unit A Palmdale, CA 93551	661-270-6249	palmdale@arworkshop.com
8. 10.	MLM Ventures, LLC	1426 E. Roseville Pkwy, Ste. 170, Roseville, CA 95661	916-380-3728	roseville@arworkshop.com
9. 11.	Urban Attic LLC	31107 Rancho Viejo Rd., Ste. B2, San Juan Capistrano, CA 92675	949-482-1362	sanjuancapistrano@arworkshop.com
10. 12.	The Woodshack, LLC	1523 San Elijo Rd S, Suite 107 San Marcos, CA 92078	760-613-0709	sanmarcos@arworkshop.com
13.	The Creative Craftinista Inc.	2098 El Camino Real, Santa Clara CA 95050	408-884-2214	santaclara@arworkshop.com
11. 14.	Angie and Greg Fann	31795 Rancho California Rd., Ste. B 500 Temecula, CA 92591	951-297-7515	temecula@arworkshop.com
12. 15.	South Bay Custom Crafts LLC	24046 Vista Montana Torrance, CA 90505	310-893-7553	torrance@arworkshop.com
13.	AR Workshop Colorado, LLC	1361 Forest Park Circle, Suite 107, Lafayette, Colorado 80026	720-449-4114	boulder@arworkshop.com
14. 16.	Geeky Workshop LLC	12245 Voyager Parkway, Ste 162, Colorado Springs, CO 80921	719-299-0555	coloradosprings@arworkshop.com
17.	AR Workshop Colorado, LLC	1361 Forest Park Circle, Ste. 107 Lafayette, Colorado 80026	720-449-4114	boulder@arworkshop.com
15. 18.	Coastal CT Design LLC	869 Post Road Fairfield, CT 06824	203-295-0569	fairfield@arworkshop.com

FRANCHISEES WITH OPERATIONAL LOCATIONS AS OF DECEMBER 31, 20222023

	FRANCHISE OWNER(S)	ADDRESS	PHONE NUMBER	E-MAIL
16.	J&R ARTIFACTS, LLC	<u>1046 Bloomingdale Ave Valrico, FL 33596</u>	<u>813-775-7109</u>	<u>brandon@arworkshop.com</u>
17. 19.	Sara's Crafts, LLC	1490 NE Pine Island Rd, 10b, Cape Coral, FL 33909	239-829-5800	capecoral@arworkshop.com
18.	<u>Emerald Creations, Inc.</u>	<u>2631 N Hiatus Road, Cooper City, FL 33026</u>	<u>954-589-5644</u>	<u>coopercity@arworkshop.com</u>
19. 20.	AR Workshop Fort Myers LLC	9903 Gulf Coast Main St, Ste. 130, Fort Myers, FL 33913	239-300-2712	fortmyers@arworkshop.com
20. 21.	Lisa Designs LLC	2355 Vanderbilt Beach Rd. Ste. 150, Naples, FL 34109	239-571-0073	naples@arworkshop.com
22.	<u>Carter's Hookup LLC</u>	<u>840 SE Becker Road Port St. Lucie, FL 34984</u>	<u>772-446-9972</u>	<u>portstlucie@arworkshop.com</u>
21. 23.	J & B Bowers, LLC	2805 Dr MLK Jr St. N St. Petersburg, FL, 33704	727-803-0189	stpetersburg@arworkshop.com
22. 24.	Buck I Enterprises, LLC	1950 Thomasville Rd., Ste. J Tallahassee, FL 32303	850-810-3052	tallahassee@arworkshop.com
23. 25.	Handcrafted with Holden, LLC	2414 MacDill Ave. Tampa, FL 33629	813-515-0833	tampa@arworkshop.com
26.	<u>Design Based LLC</u>	<u>1046 Bloomingdale Ave. Valrico, FL 33596</u>	<u>813-775-7109</u>	<u>brandon@arworkshop.com</u>
24. 27.	Creative Design Decor, LLC	5441 Peachtree Rd Chamblee, GA 30341	470-208-3399	chamblee@arworkshop.com
25. 28.	LARJ Creations, LLC	3116 William Few Pkwy., #2, Evans, GA 30809	706-817-4113	evans@arworkshop.com
26. 29.	Solty Enterprises, LLC	178 E Crogan Street, Suite 200, Lawrenceville, GA 30046	770-751-8157	lawrenceville@arworkshop.com
27. 30.	AR Workshop Northern Georgia, LLC	12640 Crabapple Rd, Ste 240 Milton, GA 30004	770-751-8090	milton@arworkshop.com
28.	<u>Southern Craft Company LLC</u>	<u>1485 GA-34 E, Suite A-3 Newnan, GA 30265</u>	<u>678-890-0405</u>	<u>newnan@arworkshop.com</u>
29. 31.	Jonquil Creative, LLC	1675 Cumberland Pkwy, Ste. 406 Smyrna, GA 30080	404-946-9343	smyrna@arworkshop.com
30. 32.	Honeybear LLC	1631 SW Main Street, Ste. 104 Ankeny, IA 50023	515-207-3772	ankeny@arworkshop.com
31. 33.	IF Workshop & boutique LLC	385 Lindsay Blvd, Idaho Falls, ID 83402	208-550-3677	idahofalls@arworkshop.com
32. 34.	Glitter Gal Inc	6738 Broadcast Pkwy, Loves Park, IL 61111	815-977-9233	rockford@arworkshop.com
33. 35.	Fabled Wood Studio, Inc.	7397 N. 600 W, Ste 500 McCordsville, IN 46055	317-798-3074	mccordsville@arworkshop.com
36.	<u>BWA Associates, LLC</u>	<u>14643 North Gray Road Westfield, IN 46062</u>	<u>317-409-7812</u>	<u>carmel@arworkshop.com</u>
34. 37.	Makers Space Inc.	10618 Meeting Street Unit 101 Prospect, KY 40059	502-208-0880	prospect@arworkshop.com
35. 38.	Crafty McCrafterson Inc.	18303 Perkins Rd East, Ste 406, Baton Rouge, LA 70810	225-663-7997	batonrouge@arworkshop.com
36. 39.	Kilcarr Crafts, LLC	6020 Meadowridge Center Dr, Suite Q, Elkridge, MD 21075	301-944-0208	columbiamd@arworkshop.com
37. 40.	AR Workshop Frederick LLC	914 N East Street Frederick, MD 21701	301-298-9016	frederick@arworkshop.com

FRANCHISEES WITH OPERATIONAL LOCATIONS AS OF DECEMBER 31, ~~2022~~2023

	FRANCHISE OWNER(S)	ADDRESS	PHONE NUMBER	E-MAIL
38. 41.	SMD Workshops LLC	317 Charles Street, Ste. A La Plata, MD 20646	301-804-9357	laplata@arworkshop.com
39. 42.	HG Studios, LLC	324 Main St, Reisterstown, MD 21136	443-844-6126	reisterstown@arworkshop.com
43.	K M & J Ann Arbor, LLC	3260 Washtenaw Ave. Ann Arbor, MI 48104	734-620-0928	annarbor@arworkshop.com
40. 44.	Forest and Fern LLC	207 E 9 Mile Road Ferndale, MI 48220	248-733-4505	ferndale@arworkshop.com
41. 45.	K & C Creative, LLC	48840 Romeo Plank Road Macomb, MI 48044	586-863-3715	macomb@arworkshop.com
42. 46.	DIY Mama Bears LLC	219 East Wackerly Midland, MI 48642	989-486-2017	midland@arworkshop.com
43. 47.	KM&J LLC	423 N Main St Milford, MI 48381	248-936-0114	milford@arworkshop.com
44. 48.	K&M Northville, LLC	42991 Seven Mile Road, Northville, MI 48167	248-444-3367	northville@arworkshop.com
45. 49.	K&M Rochester, LLC	882 S. Rochester Rd, Rochester Hills, MI 48307	248-949-9626	rochester@arworkshop.com
46. 50.	Vintage Vibes, LLC	19113 West Road, Woodhaven, MI 48183	734-561-4099	woodhaven@arworkshop.com
47. 51.	AR Workshop Chesterfield, LLC	135 Chesterfield Towne Center Chesterfield, MO 63005	636-237-2369	chesterfield@arworkshop.com
52.	Jenny Lynn Designs, LLC	111 NE 91st Street Kansas City, MO 64155	816-837-0727	kansascitynorth@arworkshop.com
48. 53.	AW Creations, LLC	1171 SE Oldham Parkway Lee's Summit, MO 64081	816-600-4933	leessummit@arworkshop.com
49. 54.	Family Workshop LLC	9200 Olive Blvd. Ste 112, St. Louis, MO 63132	314-898-9151	olivette@arworkshop.com
50. 55.	JaCoLa LLC	1550 E Battlefield Rd Suite M-2 Springfield, MO 65804	417-429-0803	springfield@arworkshop.com
51. 56.	Jessica and Jarrett Estes, Brooks Family Creative LLC	139 N Belt Hwy St. Joseph, MO 64506	816-282-0266	stjoseph@arworkshop.com
52. 57.	Sage Lily Designs, LLC	1603 Grand Ave., Unit 250 Billings, MT	406-630-2033	billings@arworkshop.com
53. 58.	WittyGirl Design LLC	128-A W. Alder St., Missoula, MT 59802	406-241-0734	missoula@arworkshop.com
54. 59.	DIY'ology, LLC	4450 North Tenaya Way Suite 150 Las Vegas, NV 89129	702-779-3370	lasvegas@arworkshop.com
55. 60.	KMKAM Corp.	875 Elm St Manchester, NH 03101	603-573-9662	manchester@arworkshop.com
56. 61.	T&T Workshop Inc.	41 East Main Street Moorestown, NJ 08057	856-437-3220	moorestown@arworkshop.com
57. 62.	AR Workshop Turnersville, LLC	5501 Route 42, Store #4, Turnersville, NJ 08012	856-401-0376	turnersville@arworkshop.com
63.	AR Workshop Westfield, LLC	226 North Avenue West Westfield, NJ 07090	908-367-9054	westfield@arworkshop.com
58. 64.	Tracy Hafer, LLC	335 Princeton Hightstown Road, West Windsor, NJ 08550	215-919-2244	westwindsor@arworkshop.com

FRANCHISEES WITH OPERATIONAL LOCATIONS AS OF DECEMBER 31, 2022

	FRANCHISE OWNER(S)	ADDRESS	PHONE NUMBER	E-MAIL
59.	The Ethically Creative LLC	226 North Avenue West, Westfield, NJ 07090	908-367-9054	westfield@arworkshop.com
60. 65.	Whoops-A-Daisy Boutique LLC	2930 Merrick Road Bellmore NY 11710	516-547-0372	bellmore@arworkshop.com
61. 66.	Three Sisters Cupcake Co, LLC	27 South Ocean Avenue, Patchogue, NY 11772	631-730-3627	patchogue@arworkshop.com
62. 67.	Krystal's Crafts LLC	83 East Main St. Smithtown, NY 11787	631-352-0221	smithtown@arworkshop.com
68.	THE SHARP CREATIVE, LLC	100 Julian Lane, Suite 140 Arden, NC 28704	828-676-0075	asheville@arworkshop.com
63. 69.	RushN2create, LLC	2 Kenwood Street Belmont, NC 28012	704-967-4004	belmont@arworkshop.com
64. 70.	Madison Grace LLC	107 Edinburgh Dr S Ste 113 Cary, NC 27511	919-325-7645	cary@arworkshop.com
65. 71.	Southern Heritage Designs RENEE ALYSE DESIGNS, LLC	117 Middleton Drive Charlotte, NC 28207	855-349-9663	charlotte@arworkshop.com
66. 72.	Rough Drafts SUNNEYREYS, LLC	5345 Vining St., Suite 102 Concord, NC 28027	704-278-7080	concord@arworkshop.com
67. 73.	PED Works It's Your Wood, LLC	120-A South Village Lane Davidson, NC 28036 28037	704-765-3632	davidson@arworkshop.com
68. 74.	MC Workshop LLC	905 W. Main Street Ste. 19A Durham, NC 27701	919-275-5707	durham@arworkshop.com
69. 75.	Endless Embellishments, LLC	3105 N Croatan Hwy Unit 22-23, Kill Devil Hills, NC 27948	252-656-6694	killdevilhills@arworkshop.com
70. 76.	Mayo's Workshop Corp.	925 Seaside Road, SW, Ocean Isle Beach NC 28467	910-236-3035	oceanislebeach@arworkshop.com
71. 77.	AR Workshop Raleigh, LLC	14460 Falls of the Neuse Ste 175 Raleigh, NC 27614	919-825-1299	raleigh@arworkshop.com
72. 78.	Angela Aman Designs LLC	3905 Providence Road South, Unit C, Waxhaw, NC 28173	704-967-4020	waxhaw@arworkshop.com
73. 79.	HG Coastal LLC	1121-M Military Cutoff Rd, Wilmington, NC 28405	910-505-9170	wilmington@arworkshop.com
74.	T2Tibbits Inc.	Telegraph District, 2077 N St. Suite 101, Lincoln, NE 68510	402-623-0026	lincoln@arworkshop.com
75. 80.	Utility Moms, LLC	101 E. Alex-Bell Rd. Ste. 162 Centerville, OH 45459	937-602-2945	centerville@arworkshop.com
76. 81.	MDK Creative, LLC	3434 Edwards Road, Cincinnati, OH 45208	513-321-4567	cincinnati@arworkshop.com
77. 82.	DKD Holdings, LLC	85 South Main Street, Ste. B Hudson, OH 44236	234-602-1015	hudson@arworkshop.com
78. 83.	DIY Mason, LLC	113 Reading Road Mason, OH 45040	513-229-8088	mason@arworkshop.com
79. 84.	Goodale Beginnings, Inc.	805 N. Lexington-Springmill Rd., Ontario, OH 44906	419-679-3120	ontario@arworkshop.com
80. 85.	Beaverden, LLC	1039 Hill Rd N., Pickerington, OH 43147	614-429-5625	pickerington@arworkshop.com
81. 86.	Stultz Blosser Workshop, LLC	695 High St. Worthington, OH 43085	614-721-5057	worthington@arworkshop.com

EXHIBIT B-1 - 4

FRANCHISEES WITH OPERATIONAL LOCATIONS AS OF DECEMBER 31, 2022

	FRANCHISE OWNER(S)	ADDRESS	PHONE NUMBER	E-MAIL
82. 87.	MB CREATIVE LLC	1020 NW 192 nd St., Edmond, OK 73012	405-261-3218	edmond@arworkshop.com
83. 88.	James 1:12 Corp.	721 S. Main St. Stillwater, OK 74074	405-595-0501	stillwater@arworkshop.com
84. 89.	AR Pearl LTD CO.	1020 S. Rockford Ave, Ste. D Tulsa, OK 74120	918-884-6020	tulsa@arworkshop.com
85. 90.	Camel Creations LLC	1114 NE Orenco Station Pkwy. Hillsboro, OR 97124	503-473-3783	hillsboro@arworkshop.com
91.	MBX2 Creations, LLC	1247 Simon Blvd, N106, Easton, PA 18042	814-574-2072	marciomezger@yahoo.com
92.	Creative Straebors, LLC	1810 Swamp Pike, Ste. 200, Gilbertsville, PA 19525	610-222-6432	gilbertsville@arworkshop.com
86. 93.	Astelle, LLC	233 E. King St. Malvern, PA 19355	610-783-3113	malvern@arworkshop.com
87. 94.	Copper Arrow, LLC	2324 2nd St. Pike Suite 120 Newtown, PA 18940	215-550-1809	newtown@arworkshop.com
88. 95.	Five Eight Growth Corporation	8607 Germantown Ave. Philadelphia, PA 19118	215-544-1116	chestnuthill@arworkshop.com
89.	WORKSHOPDIY LLC	1810 Swamp Pike, Ste 200, Gilbertsville, PA 19525	610-222-6432	gilbertsville@arworkshop.com
90.	Dewalt Designs LLC	2910 Easton Ave, Bethlehem, PA 18017	610-810-2720	lehighvalley@arworkshop.com
91. 96.	The Crafty Dragonfly LLC	6511 Robinson Centre Dr. Pittsburgh, PA 15205	215-701-4618	robinson@arworkshop.com
92.	Lovefern Creative LLC	Bluffton, SC	843-380-2459	bluffton@arworkshop.com
93. 97.	Hess Chick Enterprise	36 Old Clairton Rd, Pleasant Hills PA 15236	412-927-1222	pleasanthills@arworkshop.com
94. 98.	Highway One Studios LLC	4711 Forest Drive, Ste 14 Columbia, SC 29206	803-234-2551	columbia@arworkshop.com
95. 99.	JKF Design, LLC	5076 Sunset Blvd., Unit B Lexington, SC 29072	803-262-4306	lexington@arworkshop.com
100.	AR Workshop Charleston, LLC	280 W. Coleman Blvd, Ste B Mt. Pleasant, SC 29464	843-501-0776	mtpleasant@arworkshop.com
96. 101.	Faith Without Borders LLC	434 Georgia Avenue, Ste. 104 North Augusta, SC 29841	704-996-8862	northaugusta@arworkshop.com
102.	At The Creek LLC	2830 Wade Hampton Blvd, Ste. 35 Taylors, SC 29687	864-610-5040	greenville@arworkshop.com
97. 103.	JTL LLC	2101 W. 41st St., Ste. 29 Sioux Falls, SD 57106	605-231-8399	siouxfalls@arworkshop.com
98. 104.	MaLaDa, BDSRB Collectibles LLC	626 State Street Bristol TN 37620	423-963- 2176423-520- 6021	bristol@arworkshop.com
99. 105.	TNT Craft LLC	330 Mayfield Dr., Ste. A-9 Franklin, TN 37067	615-285-4292	franklin@arworkshop.com
100. 106.	Lucky Shelton Holdings, LLC	5442 Homberg Drive, Knoxville TN 37919	865-590-9017	knoxville@arworkshop.com
101. 107.	Farmer Industries Stoutner Ventures LLC	16718 House Hahl R Rd, Unit C1, Cypress, TX 77433	832-327-9554	cypress@arworkshop.com

FRANCHISEES WITH OPERATIONAL LOCATIONS AS OF DECEMBER 31, ~~2022~~2023

	FRANCHISE OWNER(S)	ADDRESS	PHONE NUMBER	E-MAIL
102. 408.	I See Pattern LLC	6039 Oram Street Dallas, TX 75206	469-730-3192	dallas@arworkshop.com
103. 409.	Defiant Debutante, LLC	3231 Preston Road, Ste. 13 Frisco, TX 75034	214-614-8120	frisco@arworkshop.com
104. 410.	GOSH, LLC	3003 N. President George Bush Freeway, Ste. 600 Garland, TX 75040	972-532-0158	garland@arworkshop.com
105. 411.	Well Placed Interiors LLC	1130 Broadway St, Ste. 102 Pearland, TX 77581	281-710-9133	pearland@arworkshop.com
412.	Creative Me LLC	55 S 300 W St. George, UT 84770	435-631-2141	stgeorge@arworkshop.com
106. 413.	AR Workshop, Alexandria LLC	1212 King Street Alexandria, VA 22314	703-566-0177	alexandria@arworkshop.com
414.	Its About Time LLC	10290 Bristow Center Dr. Bristow, VA 20136	703-542-4182	bristow@arworkshop.com
107. 415.	Perpetual Motion, LLC	2125 Starmount Pkwy Chesapeake, VA 23321	757-392-2789	chesapeake@arworkshop.com
108.	Farmstead DIY, LLC	16330 Lee Highway, Gainesville, VA.	571-222-7916	gainesville@arworkshop.com
109. 416.	Seven Crooked Nails, LLC	1601 Village Market Blvd. SE, Ste. 116 Leesburg, VA 20175	571-223-4436	loudoun@arworkshop.com
110. 417.	Mama Gins LLC	1705 Enterprise Drive Suite 104 Lynchburg, VA 24502	434-610-4050	lynchburg@arworkshop.com
111. 418.	J and T Endeavors, LLC	7362 Bell Creek Road, Mechanicsville, VA 23111	804-522-1197	mechanicsville@arworkshop.com
112. 419.	Rebecca Keeling Creative, LLC	9200 Stony Point Pkwy Ste. 192A Richmond, VA 23235	804-476-2666	richmond@arworkshop.com
113. 420.	All That Jazz Dsigs, Creative Badass Collective LLC	32083209 Tarabochia St Gig Harbor, WA 98335	253-844- 3041253-844- 3042	gigharbor@arworkshop.com
114. 421.	BWF, I Nailed It LLC	26300 238th Lane SE, #102, Maple Valley, WA 98038	425-358-7603	maplevalley@arworkshop.com
422.	Lone Ventures, LLC	13416 Bothell Everett Hwy, Unit #206 Mill Creek, WA 98012	425-332-6566	millcreek@arworkshop.com
423.	DIY Olympic Peninsula LLC	2741 E Hwy 101, Port Angeles, WA 98362	360-216-7366	portangeles@arworkshop.com

NT FRANCHISEES WHO SIGNED FRANCHISE AGREEMENTS IN ~~2022~~2023 BUT WERE NOT YET OPERATIONAL AS OF DECEMBER 31, ~~2022~~2023

FRANCHISE OWNER(S)	ADDRESS	PHONE NUMBER	E-MAIL
Emerald Creations LLCDLM'S DIY, INC.	1883 SW 176 th Way Miramar Ocala, FL 33029	954-435-3180 813-360-2037	coopercity@arworkshop.com debbiemachtel@axonstrategicpartn
Lovefern Creative LLC	TBD Bluffton, SC	484-300-5119	bluffton@arworkshop.com

EXHIBIT B-2

**FRANCHISEES DEPARTED DURING 20222023
or who have not been in communication within 10 weeks**

Other than as described below, no Franchisees have departed the system during 20222023 or have failed to communicate with us within the last 10 weeks.

The following franchisees departed the system in 20222023 due to termination or another reason other than transfer:

Franchisee	City, State	Phone Number
Keahoy Enterprises <u>Crafty Cousins</u> DIY, LLC	Auburn <u>Fresno, AL</u> CA	334-415-9156 <u>559-490-6875</u>
Miriam T Sellers <u>Towlehouse, LLC</u>	Dothan <u>Palmdale, AL</u> CA	703-919-3615 <u>661-270-6249</u>
Magnolia Classics, LLC <u>The Creative</u> Craftinista Inc.	Mobile, AL <u>Santa Clara, CA</u>	251-776-3216 <u>408-884-2214</u>
Chit Enterprises <u>Carter's Hookup LLC</u>	Scottsdale, AZ <u>St. Lucie, FL</u>	602-421-5374 <u>772-446-9972</u>
MML Ventures <u>K M & J Ann Arbor,</u> LLC	Sacramento, CA <u>Ann Arbor,</u> MI	916-792-5040 <u>734-620-0928</u>
AWOKK <u>Jenny Lynn Designs, LLC</u>	Castle Rock, CO <u>Kansas</u> City, MO	517-490-4624 <u>816-837-0727</u>
Athena Mina <u>THE SHARP CREATIVE,</u> LLC	Meridian <u>Arden, ID</u> NC	208-949-6777 <u>828-676-0075</u>
Make Shoppe LLC	Lawrence, KS	816-273-9099
Meade Design <u>MADJAX Designs, LLC</u>	Annapolis <u>Fishtown, MD</u> PA	410-474-7363 <u>215-701-4618</u>
AR Workshop Bethesda LLC	Rockville, MD	301-257-7412
CITY DIY Workshops LLC	Manhattan, NY	732-241-5928
G&G Management LLC	Greensboro, NC	815-404-4991
Evie's Creative, LLC	Hickory, NC	704-968-9695
Tinkur LLC	Winston Salem, NC	828-446-3915
Auteri LLC	Grove City, OH	614-519-2094
SDMD Holdings <u>AR Workshop</u> Charleston, LLC	Strongsville, OH <u>Mt.</u> Pleasant, SC	216-905-9324 <u>843-501-0776</u>
Max Jaxx	Philadelphia, PA	609-865-6037
Coastal DIY <u>At The Creek LLC</u>	Myrtle Beach <u>Taylors, SC</u>	843-267-5467 <u>864-610-5040</u>

Franchisee	City, State	Phone Number
Keahey Enterprises <u>Crafty Cousins</u> DIY, LLC	Auburn <u>Fresno, AL</u> <u>CA</u>	334-415-9156 <u>559-490-6875</u>
Miriam T Sellers <u>Towlehouse, LLC</u>	Dothan <u>Palmdale, AL</u> <u>CA</u>	703-919-3615 <u>661-270-6249</u>
Southern Made Designs LLC	Spartanburg, SC	919-621-9422
TN Southern Design & Workshop, LLC	Cleveland, TN	423-595-8461
Birdie Marie & Company LLC	Mt. Juliet, TN	615-714-7862
Ruffles & Ric Rac Inc. <u>Creative Me</u> LLC	Midway <u>St. George, UT</u>	435-503-7573 <u>435-631-2141</u>
AR Workshop Newport News <u>Lone</u> Ventures, LLC	Newport News, VA <u>Mill</u> <u>Creek, WA</u>	757-329-1926 <u>425-332-6566</u>
Coastal Workshop, LLC	Virginia Beach, VA	910-612-3348
Four Straight Boards, LLC	Reston, VA	703-220-9511
Northwest DIY Olympic Peninsula LLC	Seattle <u>Port Angeles, WA</u>	206-354-5520 <u>360-216-7366</u>
Barnboard and Company, LLC	Chippewa Falls, WI	715-226-1298

The following franchisees departed the system in ~~2022~~2023 because they transferred their businesses:

Franchisee	City, State	Phone Number
SWE Workshop <u>1 Chick Endeavors, LLC</u>	Cape Coral, FL <u>Wasilla,</u> <u>AK</u>	954-608-7854 <u>907-357-8349</u>
Meg Skelly-Design Based, LLC	Tampa <u>Brandon, FL</u>	845-800-0889 <u>813-775-7109</u>
Make Shoppe <u>Jessica and Jarrett Estes, LLC</u>	Lawrence, KS <u>St.</u> <u>Joseph, MO</u>	303-882-3306 <u>816-282-0266</u>
AR Workshop <u>Chesterfield</u> <u>Belmont, LLC</u>	Chesterfield <u>Belmont,</u> <u>MONC</u>	636-399-4528 <u>704-967-4004</u>
Wright Away DIY <u>Southern Heritage Designs,</u> LLC	Cary <u>Charlotte, NC</u>	919-671-3153 <u>855-349-9663</u>
Rough Draftars, LLC	Concord, NC	704-278-7080
PED Works, LLC	Davidson, NC	704-765-3632
Tiger Design <u>Wright DIY, LLC</u>	Smithtown <u>Durham,</u> <u>NY</u> <u>NC</u>	631-708-4793 <u>919-275-5707</u>
Astelle <u>AR Workshop Westfield, LLC</u>	Malvern <u>Westfield,</u> <u>PANc</u>	484-319-1724 <u>908-367-9054</u>
Truly Yours Home Decor <u>MBX2 Creations, LLC</u>	Robinson <u>Easton, PA</u>	440-554-8971 <u>610-810-2720</u>
E-7th Companies <u>Creative Straebors, LLC</u>	Columbia <u>Gilbertsville,</u> <u>SC</u> <u>PA</u>	803-497-8064 <u>610-222-6432</u>

EXHIBIT B-2 - 2

Franchisee	City, State	Phone Number
Hinkkanen Bonte Design & DIY, LLC	Sioux Falls, SD Lexington, SC	605-595-7222 803-262-4306
Delta Blues Design MaLaDa, LLC	Knoxville Bristol, TN	865-405-2367 423-520-6021
Warriner Farmer Industries Inc LLC	Cypress, TX	214-564-6654 832-327-9554
Its About Time LLC	Bristow, VA	703-542-4182
DIY Home Creations All That Jazz Dsigns, LLC	St. George, UT Gig Harbor, WA	509-432-9295 253-844-3041
CJ Craft, Inc. BWF, LLC	Mechanicsville, VA Maple Valley, WA	804-687-4518 425-358-7603

EXHIBIT B-2 - 3

EXHIBIT C
FINANCIAL STATEMENTS

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

**FINANCIAL STATEMENTS
DECEMBER 31, 2023 and 2022**

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

CONTENTS

	<u>Page</u>
Independent Auditors' Report	1-2
Balance Sheets	3
Statements of Operations	4
Statements of Changes in Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7-10

(Modified graphics)

FARRIS, COOKE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
118 S. COLONIAL AVENUE, SUITE 200
CHARLOTTE, NORTH CAROLINA 28207

(704) 372-9406 • FAX (704) 372-8612

INDEPENDENT AUDITORS' REPORT

To the Member of
AR Workshop Franchising, LLC

We have audited the accompanying financial statements of AR Workshop Franchising, LLC (a South Carolina Limited Liability Company) which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, changes in member's equity, and cash flows for the years ended December 31, 2023 and 2022, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AR Workshop Franchising, LLC as of December 31, 2023 and 2022 and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of AR Workshop Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about AR Workshop Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

(Modified graphics)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of AR Workshop Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about AR Workshop Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Jamie, Cash + Associates
Jamie, Cash + Associates

Charlotte, NC
March 27, 2024
March 27, 2023

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

BALANCE SHEETS

DECEMBER 31, 2023 AND 2022

<u>ASSETS</u>	<u>2023</u>	<u>2022</u>
<u>CURRENT ASSETS:</u>		
Cash (Note A)	\$ 686,697	\$ 938,030
Accounts receivable, with no allowance for doubtful accounts (Note A)	<u>151,806</u>	<u>156,079</u>
TOTAL CURRENT ASSETS	<u>838,503</u>	<u>1,094,109</u>
<u>FIXED ASSETS (Note A):</u>		
Vehicles	<u>88,166</u>	<u>88,166</u>
Total	88,166	88,166
Less: accumulated depreciation	<u>(68,166)</u>	<u>(55,669)</u>
TOTAL FIXED ASSETS, NET	<u>20,000</u>	<u>32,497</u>
TOTAL ASSETS	<u>\$ 858,503</u>	<u>\$ 1,126,606</u>
<u>LIABILITIES AND MEMBER'S EQUITY</u>		
<u>CURRENT LIABILITIES:</u>		
Accounts payable	8,059	19,475
Deferred revenue (Note A)	120,000	30,000
Accrued retirement plan contribution (Note B)	137,225	211,497
State income tax payable (Notes A and D)	3,200	-
Other accrued expenses	<u>35,511</u>	<u>139,689</u>
TOTAL CURRENT LIABILITIES	<u>303,995</u>	<u>400,661</u>
MEMBER'S EQUITY	<u>554,508</u>	<u>725,945</u>
TOTAL LIABILITIES AND MEMBER'S EQUITY	<u>\$ 858,503</u>	<u>\$ 1,126,606</u>

The accompanying notes are an integral part of this statement

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

**STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
INCOME:		
Franchise fees	\$ 60,000	\$ 240,000
Royalty fees	985,058	1,077,411
Brand fees and other	<u>881,217</u>	<u>794,352</u>
TOTAL INCOME	<u>1,860,098</u>	<u>2,111,763</u>
OPERATING EXPENSES:		
Advertising and marketing	318,068	278,265
Depreciation	12,497	13,633
Legal and professional	161,722	209,775
Payroll taxes	41,785	44,235
Retirement plan contributions (Note B)	137,225	211,497
Salaries	638,315	738,237
Training expenses and other	<u>493,063</u>	<u>385,942</u>
TOTAL OPERATING EXPENSES	<u>1,802,675</u>	<u>1,881,584</u>
INCOME (LOSS) FROM OPERATIONS	<u>57,423</u>	<u>230,179</u>
OTHER INCOME:		
EMPLOYEE RETENTION TAX CREDIT FUNDS (Note H)	<u>-</u>	<u>42,357</u>
INCOME (LOSS) BEFORE INCOME TAX EXPENSE	57,423	272,536
PROVISION FOR STATE INCOME TAX EXPENSE (Notes A and D)	<u>(10,860)</u>	<u>-</u>
NET INCOME	<u>\$ 46,563</u>	<u>\$ 272,536</u>

The accompanying notes are an integral part of this statement

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

STATEMENTS OF CHANGES IN MEMBER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
BEGINNING BALANCE	\$ 725,945	\$ 1,030,575
Distributions	(218,000)	(577,166)
Net income	<u>46,563</u>	<u>272,536</u>
ENDING BALANCE	<u>\$ 554,508</u>	<u>\$ 725,945</u>

The accompanying notes are an integral part of this statement

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 46,563	\$ 272,536
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	12,497	13,633
(Increase) decrease in:		
Accounts receivable	4,273	51,823
Increase (decrease) in:		
Accounts payable	(11,415)	12,241
Deferred revenue	90,000	(60,000)
Accrued retirement plan contributions	(74,272)	1,842
State income tax payable	3,200	
Other accrued expenses	<u>(104,179)</u>	<u>25,008</u>
NET CASH PROVIDED BY (USED) IN OPERATING ACTIVITIES	<u>(33,333)</u>	<u>317,083</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Member's distributions	<u>(218,000)</u>	<u>(577,166)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(218,000)</u>	<u>(577,166)</u>
NET INCREASE (DECREASE) IN CASH	(251,333)	(260,083)
CASH, BEGINNING	<u>938,030</u>	<u>1,198,113</u>
CASH, ENDING	<u>\$ 686,697</u>	<u>\$ 938,030</u>

The accompanying notes are an integral part of this statement

AR WORKSHOP FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

A. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF OPERATIONS

AR Workshop Franchising, LLC (the Company) was organized under the laws of the State of South Carolina for the purpose of selling licensing rights to franchises wishing to operate AR Workshop, a do it yourself creative workshop offering classes to create home décor pieces as well as selling on-trend home décor accessories, jewelry, and other items. The Company sells these rights principally in the United States with one hundred and fifteen AR Workshops open as of December 31, 2023.

The initial term of the franchise is 10 years. The Company has the option to extend the initial franchise term for one additional ten-year period.

CONCENTRATIONS OF CREDIT RISK

The Company maintains deposits in financial institutions in the United States that at times exceed the insured amount of \$250,000 per account provided by the U.S. Federal Deposit Insurance Corporation (FDIC). The excess amount was \$436,697 on December 31, 2023.

BASIS OF ACCOUNTING AND USE OF ESTIMATES

The Company prepares its financial statements in conformity with generally accepted accounting principles (GAAP) under the accrual basis of accounting, which generally records items at historical cost and requires the use of estimates and assumptions. The accrual basis of accounting records revenue in the period earned rather than when received and records expenses in the period incurred rather than when paid. The estimates and assumptions used affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these amounts.

FAIR VALUE INSTRUMENTS

The Company's financial instruments are cash and cash equivalents, accounts receivable, accounts payable and deferred revenue. The recorded values of cash and cash equivalents, accounts receivable, accounts payable and deferred revenue approximate their fair values based on their short-term nature.

ADVERTISING COSTS

The Company charges advertising costs to operations when incurred, with \$318,068 charged to expense in 2023 and \$278,265 in 2022.

REVENUE RECOGNITION AND DEFERRED REVENUE

The Company recognizes revenue when performance obligations are satisfied. The Company follows Revenue from Contracts with Customer (Topic 606), which it adopted effective January 1, 2020.

Management has determined there are no cumulative effects to retained earnings as of January 1, 2022 as a result of following the standard. As part of ASC 606, the Company uses the practical expedients as follows: ASU No. 2021-02, Franchisors – Revenue from Contracts with Customers (Subtopic 952-606). In applying this practical expedient, pre-opening services that are consistent with those included in a predefined list within guidance may be accounted for as distinct from the franchise license.

Revenues generated and expenses incurred while generating and maintaining franchise owner/operators of AR Workshop Franchising, LLC are included in the results of operations of the Company. The company recognizes the initial franchise agreement fees as revenue when and as performance obligations are satisfied. These performance obligations include extensive training, pre-opening costs and marketing assistance prior to the unit's opening. Royalty fees are accrued as earned based on six percent of a franchisee's monthly sales. Each month, the company charges the franchisees a brand fund payable of one percent of monthly gross sales of a workshop with a minimum amount \$200 and a technology fund payable with a range of \$100 to \$135 per month. Brand funds are used to enhance and support the franchise brand as to pay for creative work, media placement, marketing costs and research, and website enhancements. The Company sold five franchise agreements for the year ended December 31, 2023. Two of the workshop locations sold opened during 2023, allowing the Company to recognize the revenue on those sales. Deferred revenue includes \$120,000 in franchise fees on December 31, 2023, representing four unopened workshops.

ACCOUNTS RECEIVABLE

The Company carries its accounts receivable at cost. Management has determined that no allowance for doubtful accounts is necessary on December 31, 2023, based on the assessment of the collectability of accounts receivable. Accounts receivable consist of franchise, royalty and brand fees due from franchisees. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and credit to accounts receivable.

ALLOWANCE FOR DOUBTFUL ACCOUNTS

An allowance for uncollectible accounts receivable is estimated and recorded based on management's judgement and historical bad debt experience.

INCOME TAXES

AR Franchising, LLC is treated as a Subchapter S corporation under the Internal Revenue Code. In lieu of corporate income taxes, the owner is taxed for federal purposes on her proportionate share of the Company's federal taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

The Company elected to be taxed for state income tax purposes at the entity level. This tax is calculated on current federal taxable income as generated by the Company. The Company paid \$7,860 in state income tax during the year ending December 31, 2023.

FIXED ASSETS

The Company states its fixed assets at cost. Depreciation is computed using the straight-line method for financial reporting purposes. The estimated useful lives of the assets, comprised of a vehicle, is for 5 years.

B. RETIREMENT PLANS

The Company maintains two retirement plans, a 401(k) plan which includes a safe harbor match as well as a discretionary profit-sharing plan option, and a cash balance plan. The contribution reported as retirement plan expenses in these financial statements for the year ending December 31, 2023, is \$137,225 and for the year ending December 31, 2022, is \$211,497.

All employees who are at least twenty-one years of age and who work over one thousand hours during the year are eligible to participate in the 401(k) plan. The participants vest in these contributions over a six-year period.

The Company also maintains a defined benefit plan for employees who are at least twenty-one years of age, who work over one thousand hours, and fill a management role. The participants vest in these contributions over a three-year period and are fully vested at the end of the third year.

C. UNCERTAIN TAX POSITIONS

The Company has adopted FASB ASC 740-10-25, *Accounting for Uncertainty in Income Taxes*. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax laws and new authoritative rulings.

The Company's evaluation on December 31, 2023, revealed no uncertain tax positions that would have a material impact on the financial statements. The 2021 and 2020 tax years remain subject to examination by the Internal Revenue Service. The Company does not believe that any reasonably possible changes will occur within the next twelve months that will have a material impact on the financial statements.

D. INCOME TAXES

The Company has elected to be taxed at the entity level for state tax purposes. The Company reports its taxable earnings to the state it is domiciled in and in which it operates. The current income taxes reported on the Company's financial statements are calculated based upon the activity for the current year. There is no deferred income tax liability for state income tax purposes.

Income tax expense (benefit) consists of the following:

	<u>2023</u>	<u>2022</u>
Current income tax expense:		
State	\$ 10,860	\$ -
Current provision for income taxes	<u>10,860</u>	<u>\$ -</u>
Total provision for income taxes	<u>\$ 10,860</u>	<u>\$ -</u>
Total current state income tax liability	<u>\$ 3,200</u>	<u>\$ -</u>

E. EMPLOYEE RETENTION TAX CREDIT FUNDS

The Company received federal tax credits under the Consolidated Appropriations Act of 2021 of \$42,357 for the year ending December 31, 2022. The tax credits were designed to assist qualifying small businesses in retaining employees and also maintaining employee wages at levels that existed prior to the COVID-19 pandemic.

F. DATE OF MANAGEMENT'S REVIEW

Subsequent events have been evaluated through March 27, 2024, the date the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of management's review substantially affect the amounts and disclosure of the accompanying financial statements.

(Added graphics)

AR WORKSHOP FRANCHISING, LLC

**FINANCIAL STATEMENTS
DECEMBER 31, 2022 and 2021**

AR WORKSHOP FRANCHISING, LLC

CONTENTS

	<u>Page</u>
Independent Auditors' Report	1-2
Balance Sheets	3
Statements of Operations	4
Statements of Changes in Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7-11

(Modified graphics)



AR WORKSHOP FRANCHISING LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2020

(Modified graphics)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

Balance Sheets 3
In performing an audit in accordance with generally accepted auditing standards, we:

Statements of Operations 4
• Exercise professional judgment and maintain professional skepticism throughout the audit

Statements of Changes in Member's Equity 5

Statements of Cash Flows 6
• Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to these risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
Notes to Financial Statements 7-11

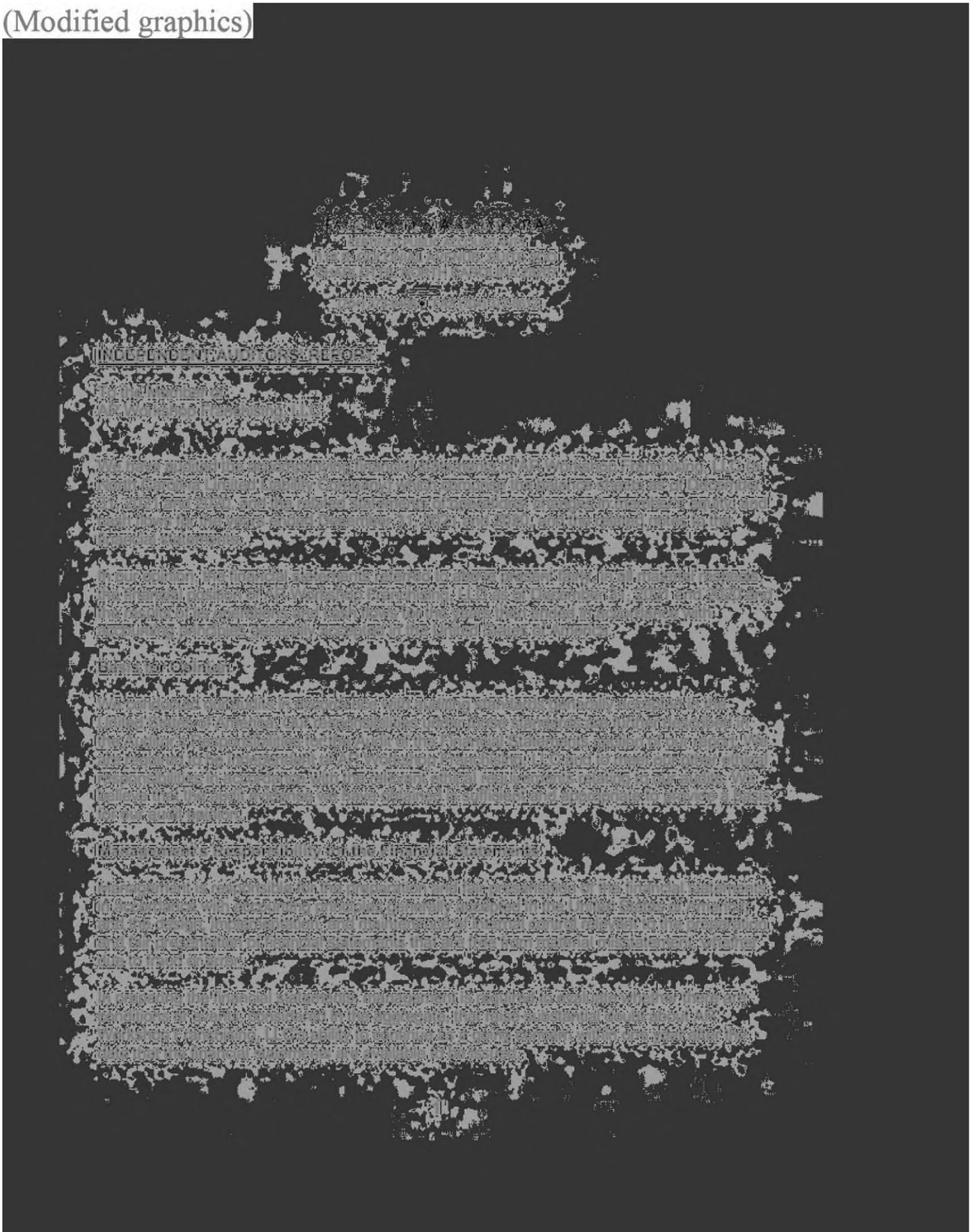
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of AR Workshop Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about AR Workshop Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

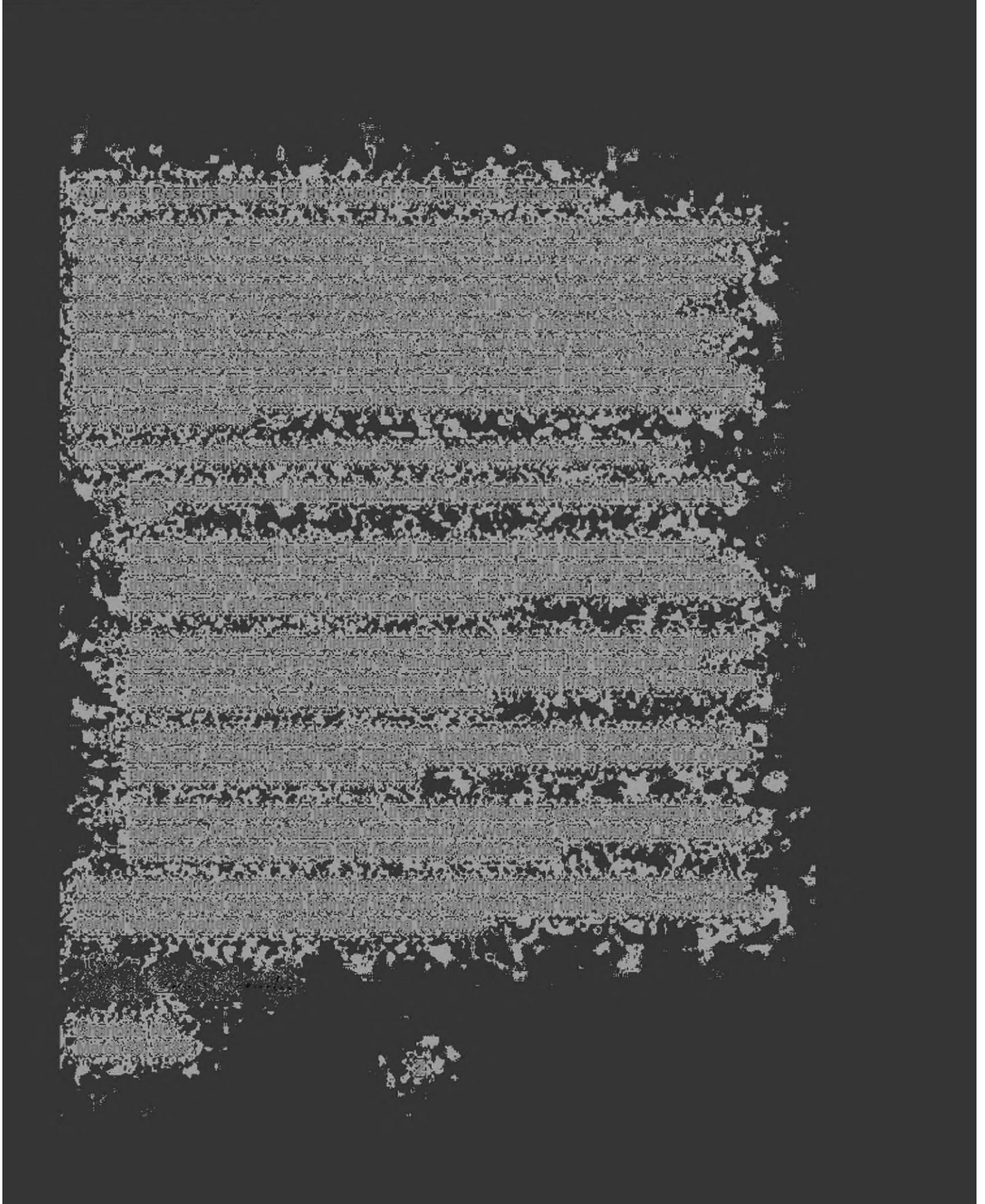
Jain, Cash & Associates

Charlotte, NC
March 27, 2023

(Modified graphics)



(Modified graphics)



(Modified graphics)



(Modified graphics)



(Modified graphics)

FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
BEGINNING BALANCE	100,000	100,000
MEMBERS' CONTRIBUTIONS	0	0
DIVIDENDS	(10,000)	(10,000)
RETAINED EARNINGS	0	0
ENDING BALANCE	90,000	90,000

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

(Modified graphics)



(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED 2021 AND 2020

SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF OPERATIONS

CONCENTRATIONS OF CREDIT RISK

BASIS OF ACCOUNTING AND USE OF ESTIMATES

FAIR VALUE MEASUREMENTS

ADVERTISING COSTS

(Modified graphics)

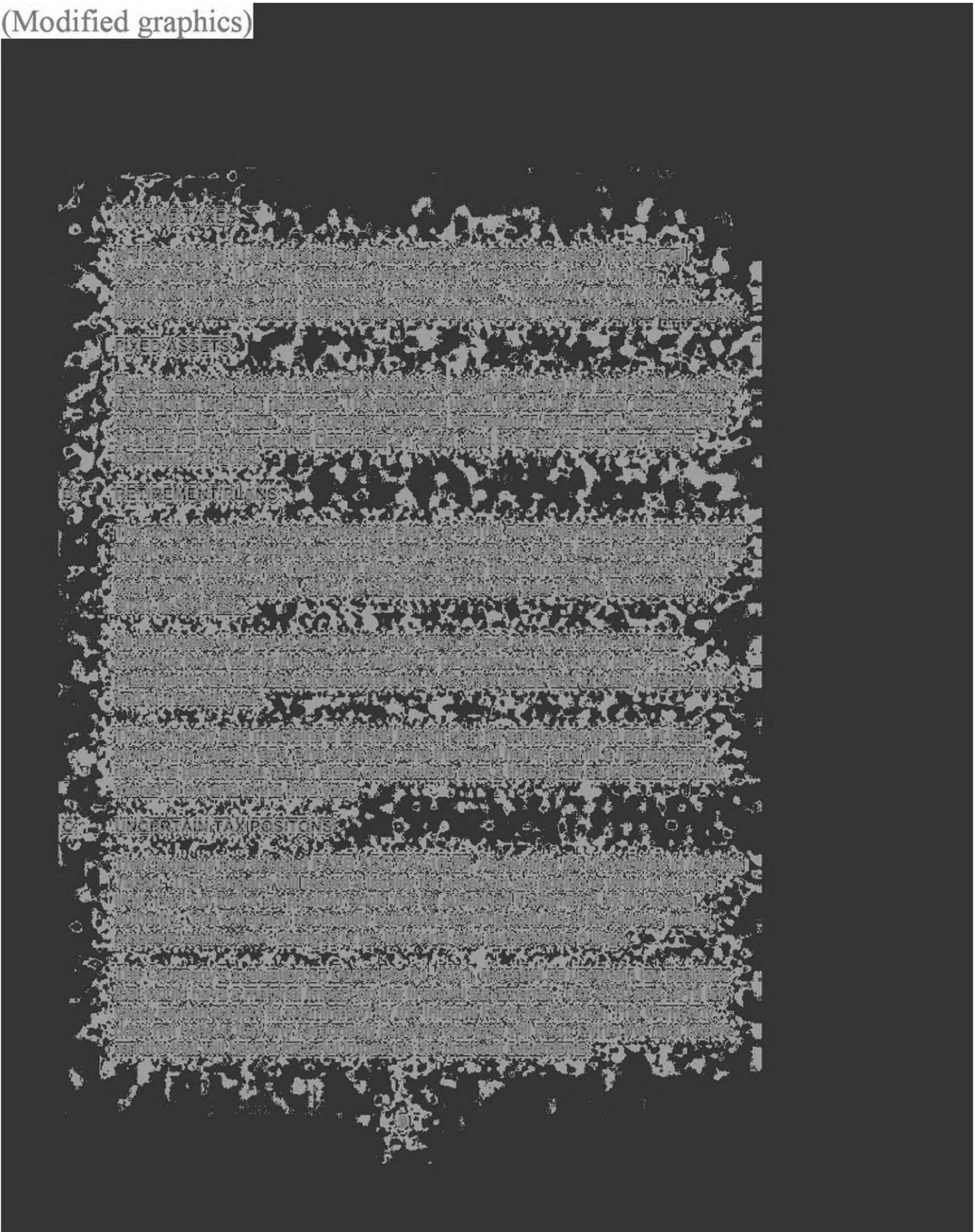
ADOPTION OF NEW ACCOUNTING STANDARD

REVENUE RECOGNITION AND DEFERRED REVENUE

ACCOUNTS RECEIVABLE

ALLOWANCE FOR DOUBTFUL ACCOUNTS

(Modified graphics)



(Modified graphics)

D. COVID-19 IMPACT ON OPERATIONS

The COVID-19 pandemic developed rapidly in 2020 and continued into 2021, with a significant number of cases and deaths reported. Measures taken by the Federal, state and local governments to contain the virus affected economic activity. Many franchises were temporarily closed while shelter in place orders were in effect for their states. Upon reopening franchise locations have taken measures to monitor and mitigate the effects of COVID-19, such as safety and health measures for employees and customers (such as social distancing and hand sanitizing stations) to provide a safe environment for employees and customers.

The COVID-19 impact caused revenues, operating results and income from operations to decline for 2020 when compared to 2019 operating results. The decline in revenues was attributable to lower sales of franchises as well as lower royalties during the periods of shelter in place orders and economic uncertainty. The Company had a total decline in revenue approximately \$433,516 (16%) for the year ending December 31, 2020. This decline was partially offset by a corresponding decline in legal costs related to the sale of new franchises, contractor labor and other expenses related to the extensive training each new franchise undergoes prior to their opening. This combination of these two components to the statement of activities led to decline in income from operations of approximately \$340,000 (47%) during the year ending December 31, 2020.

The lessening of restrictions from COVID-19 during 2021 allowed business activity to reopen but with certain limits on activities. The financial impact on 2021 operating activity allowed for some stabilization in the Company's operating results, however revenues did not return to pre-COVID-19 levels. Revenues increased by approximately \$166,000 (7%) when compared to 2020 activity, while costs increased by approximately \$53,000 (3%).

Small Business Administration Loans and Grants (Notes E and F) and Employee Retention Credits (Note G) have provided cash flow assistance during this time. The Company's available cash and working capital will allow it to respond to events that may occur depending on the duration of the COVID-19 crisis and the continued negative impact on economic activity at a national and local level. Management has determined that the actions it has taken are sufficient to mitigate the uncertainty COVID-19 has created.

E. EMERGENCY INCOME DISASTER LOAN PROGRAM FUNDS

The Company obtained a \$10,000 Emergency Income Disaster Loan through the Small Business Administration (SBA) made available through the Consolidated Appropriations Act of 2021.

The Company obtained a \$10,000 Emergency Income Disaster Loan through the SBA made available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act during 2020.

(Modified graphics)

~~AR WORKSHOP FRANCHISING, LLC~~ Program the SBA sponsored that automatically forgave loans of \$10,000 or less for the recipient of the funds. Accordingly, the statements of operations reflect income for forgiveness of emergency income disaster ~~loan funds~~ funds in other income.

F. PAYCHECK PROTECTION PROGRAM FUNDS

	Page
The Company received a loan in the amount of \$136,876 under the Paycheck Protection Program established in the Consolidated Appropriations Act of 2021.	2
The Company received a loan in the amount of \$120,255 under the Paycheck Protection Program in the amount of \$120,255 established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act in 2020.	3
Both loans were reviewed by the Small Business Administration during 2021 to determine the funds were used for payroll costs, rent, and utilities. Upon completion of their review process the Small Business Administration granted the Company a full forgiveness of loans from payroll protection program in other income for the year ending December 31, 2021.	4

G. EMPLOYEE RETENTION TAX CREDIT FUNDS

The Company received federal tax credits of \$81,535 under the Consolidated Appropriations Act of 2021 which provides qualifying small businesses with tax credits for retaining employees and also maintaining their wages at the levels that existed prior to the COVID-19 pandemic impact on the economy.

H. DATE OF MANAGEMENT'S REVIEW

Subsequent events have been evaluated through March 23, 2022, the date the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of management's review substantially affect the amounts and disclosure of the accompanying financial statements.

(Modified graphics)

FARRIS, COOKE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
118 S. COLONIAL AVENUE, SUITE 200
CHARLOTTE, NORTH CAROLINA 28207

(704) 372-9406 • FAX (704) 372-8612

INDEPENDENT AUDITORS' REPORT

To the Member of
AR Workshop Franchising, LLC AR WORKSHOP FRANCHISING, LLC

FINANCIAL STATEMENTS

We have audited the accompanying financial statements of AR Workshop Franchising, LLC (a North Carolina Limited Liability Company) which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, changes in member's equity, and cash flows for the years ended December 31, 2021 and 2020, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AR Workshop Franchising, LLC as of December 31, 2021 and 2020 and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of AR Workshop Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about AR Workshop Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

(Modified graphics)

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of AR Workshop Franchising, LLC’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about AR Workshop Franchising, LLC’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Jaino, Cash & Associates

Charlotte, NC
March 23, 2022

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

FARRIS, COOKE & ASSOCIATES, P.A.
 CERTIFIED PUBLIC ACCOUNTANTS
 118 S. COLONIAL AVENUE, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28207

**BALANCE SHEETS
 DECEMBER 31, 2021 AND 2020**

(704) 372-9406 • FAX (704) 372-8612

<u>ASSETS</u>	<u>2021</u>	<u>2020</u>
INDEPENDENT AUDITORS' REPORT		
CURRENT ASSETS:		
Cash (Note A)	\$ 1,198,113	\$ 1,252,191
Accounts receivable, with no allowance for doubtful accounts (Note A)	207,902	195,010
TOTAL CURRENT ASSETS	1,406,015	1,447,201
FIXED ASSETS:		
Vehicles	88,166	88,166
Total	88,166	88,166
Less: accumulated depreciation	(42,035)	(42,402)
TOTAL FIXED ASSETS, NET	46,131	45,764
TOTAL ASSETS	\$ 1,452,146	\$ 1,506,965

Auditor's Responsibility
LIABILITIES AND MEMBER'S EQUITY

CURRENT LIABILITIES:		
Small Business Administration Loan (Note C)	\$ 120,255	\$ 120,255
Accounts payable	7,234	21,402
Deferred revenue (Note A)	80,000	196,759
Accrued retirement plan contribution (Note B)	278,855	246,225
Other accrued expenses	114,882	81,511
TOTAL CURRENT LIABILITIES	603,826	666,152
MEMBER'S EQUITY		
TOTAL LIABILITIES AND MEMBER'S EQUITY	\$ 1,452,146	\$ 1,506,965

The accompanying notes are an integral part of this statement

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

Opinion	<u>2021</u>	<u>2020</u>
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AR Workshop Franchising, LLC as of December 31, 2020 and 2019 and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.		
INCOME:		
Franchise fees	\$ 362,000	\$ 301,050
Royalty fees	1,094,950	1,091,609
Brand fees and other	962,038	659,420
TOTAL INCOME	<u>2,418,988</u>	<u>2,252,079</u>
OPERATING EXPENSES:		
Advertising	87,608	69,887
Commissions and contractor labor	38,421	139,809
Depreciation	13,633	13,633
Legal and professional	142,680	86,301
Payroll taxes	56,443	69,471
Retirement plan contributions (Note B)	209,655	214,652
Salaries	886,068	1,068,405
Training expenses and other	492,053	211,422
TOTAL OPERATING EXPENSES	<u>1,926,561</u>	<u>1,873,580</u>
INCOME FROM OPERATIONS	<u>492,427</u>	<u>378,499</u>
OTHER INCOME:		
FORGIVENESS OF EMERGENCY INCOME DISASTER LOAN PROGRAM FUNDS (Note E)	10,000	10,000
EMPLOYEE RETENTION TAX CREDIT FUNDS (Note H)	81,835	
FORGIVENESS OF LOAN FROM PAYCHECK PROTECTION PROGRAM (Note F)	<u>257,131</u>	<u>-</u>
NET INCOME	<u>\$ 841,393</u>	<u>\$ 388,499</u>

The accompanying notes are an integral part of this statement

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC
AR WORKSHOP FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020
DECEMBER 31, 2020 AND 2019

	<u>2021</u>	<u>2020</u>
ASSETS		
BEGINNING BALANCE	\$ 900,817	\$ 702,716
CURRENT ASSETS:		
Member's capital contribution	-	45,034
Cash (Note A)	\$ 1,252,191	\$ 941,796
Distributions	(711,635)	(235,432)
Accounts receivable, with no allowance for doubtful accounts (Note A)	195,010	272,551
Net income	841,393	388,499
TOTAL CURRENT ASSETS	<u>1,447,201</u>	<u>1,214,347</u>
ENDING BALANCE	<u>\$ 1,030,575</u>	<u>\$ 900,817</u>
FIXED ASSETS (Note A):		
Vehicles	88,166	88,166
Total	88,166	88,166
Less: accumulated depreciation	(28,402)	(14,769)
TOTAL FIXED ASSETS, NET	<u>59,764</u>	<u>73,397</u>
TOTAL ASSETS	<u>\$ 1,506,965</u>	<u>\$ 1,287,744</u>
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES:		
Small Business Administration Loan (Note F)	\$ 120,255	\$ -
Accounts payable	21,402	34,098
Deferred revenue (Note A)	136,755	248,550
Accrued retirement plan contribution (Note B)	246,225	250,037
Other accrued expenses	81,511	52,343
TOTAL CURRENT LIABILITIES	<u>606,148</u>	<u>585,028</u>
MEMBER'S EQUITY	<u>900,817</u>	<u>702,716</u>
TOTAL LIABILITIES AND MEMBER'S EQUITY	<u>\$ 1,506,965</u>	<u>\$ 1,287,744</u>

The accompanying notes are an integral part of this statement
The accompanying notes are an integral part of this statement

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC
AR WORKSHOP FRANCHISING, LLC

STATEMENTS OF CASH FLOWS

FOR THE STATEMENTS OF OPERATIONS 2021 AND 2020

FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	2020	2019
	\$ 841,393	\$ 388,499
FORGIVENESS: loan from paycheck protection program	(257,131)	-
Adjustments to reconcile net income to net cash	\$ 501,050	\$ 882,250
provided by operating activities:		
Depreciation	1,091,609	1,265,338
Amortization	659,499	538,083
(Increase) decrease in:		
TOTAL INCOME	2,252,079	2,685,595
Accounts receivable	(12,892)	77,541
OPERATING EXPENSES:		
Accounts payable	(94,898)	(92,886)
Commissions and contractor labor	139,808	246,292
Deferred revenue	(46,735)	(111,795)
Depreciation	13,633	13,633
Accrued retirement plan contributions	(38,570)	(3,812)
Legal and professional	86,301	201,485
Other operating expenses	693,471	449,863
Retirement plan contributions (Note B)	214,652	250,670
Salaries	1,068,405	912,249
Training expenses and other	211,422	205,227
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,873,580</u>	<u>1,966,950</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from Small Business Administration Loan	136,876	120,255
MEMBER CONTRIBUTIONS	378,499	718,645
Member's contributions	-	45,034
MEMBER DISTRIBUTIONS	(711,635)	(235,432)
NET CASH USED IN FINANCING ACTIVITIES	<u>(574,759)</u>	<u>(70,143)</u>
NET INCREASE (DECREASE) IN CASH	<u>10,000</u>	<u>-</u>
CASH, BEGINNING	<u>\$ 1,952,191</u>	<u>\$ 991,796</u>
CASH, ENDING	<u>\$ 1,198,113</u>	<u>\$ 1,252,191</u>

The accompanying notes are an integral part of this statement
The accompanying notes are an integral part of this statement

(Modified graphics)

AR WORKSHOP FRANCHISING, LLC

**NOTES TO FINANCIAL STATEMENTS IN MEMBER'S EQUITY
DECEMBER 31, 2021 AND 2020**

A. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

	2020	2019
ORGANIZATION AND NATURE OF OPERATIONS	\$ 702,716	\$ 555,767

AR Workshop Franchising, LLC (the Company) was organized under the laws of the State of South Carolina for the purpose of selling licensing rights to franchisees wishing to operate AR Workshops, a do it yourself creative workshop offering classes to create home decor pieces as well as selling on-trend home decor accessories, jewelry, and other items. The Company sells these rights principally in the United States with one hundred and thirty-seven AR Workshops open as of December 31, 2021.

The initial term of the franchise is 10 years. The Company has the option to extend the initial franchise term for one additional ten year period.

CONCENTRATIONS OF CREDIT RISK

The Company maintains deposits in financial institutions in the United States that at times exceed the insured amount of \$250,000 per account provided by the U.S. Federal Deposit Insurance Corporation (FDIC). The excess amount was \$948,113 on December 31, 2021.

BASIS OF ACCOUNTING AND USE OF ESTIMATES

The Company prepares its financial statements in conformity with generally accepted accounting principles (GAAP) under the accrual basis of accounting, which generally records items at historical cost and requires the use of estimates and assumptions. The accrual basis of accounting records revenue in the period earned rather than when received and records expenses in the period incurred rather than when paid. The estimates and assumptions used affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these amounts.

FAIR VALUE INSTRUMENTS

The Company's financial instruments are cash and cash equivalents, accounts receivable, accounts payable and deferred revenue. The recorded values of cash and cash equivalents, accounts receivable, accounts payable and deferred revenue approximate their fair values based on their short-term nature.

ADVERTISING COSTS

The accompanying notes are an integral part of this statement
Advertising costs are charged to operations when incurred with \$87,608 charged to expense in 2021 and \$69,887 in 2020.

(Modified graphics)

STATEMENTS OF CASH FLOWS
ADDITIONAL INFORMATION CONCERNING STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

Revenue from Contracts with Customer (Topic 606) was adopted effective January 1, 2020. The Company determined that there was no cumulative effect to retained earnings as of January 1, 2020. Had it been required to be disclosed as a result of adopting the standard, the amount of the adoption of ASC 606, the Company elected the following practical expedients: ASU No. 2021-02, Franchisors' Revenue from Contracts with Customers (Subtopic 952-606). In applying this practical expedient, pre-opening services that are consistent with those included in a predefined list within guidance may be accounted for as distinct from the franchise license.

	2020	2019
Revenue from Contracts with Customer	13,633	13,633
Depreciation	13,633	13,633
(Increase) decrease in:		
Accounts receivable	201,529	48,490
Prepaid expenses	(30,784)	(30,784)
Accounts payable	(111,795)	(26,450)
Deferred revenue	(3,812)	120,000
REVENUE RECOGNITION AND DEFERRED REVENUE		
Other accrued expenses	29,168	26,671
Revenues generated and expenses incurred while generating and maintaining franchise owner/operators of AR Workshop Franchising, LLC are included in the results of operations of the Company. The company recognizes the initial franchise agreement fees as revenue when and as performance obligations are satisfied. These performance obligations include extensive training, pre-opening costs and marketing assistance prior to the franchisee's monthly sales. Each month, the company charges the franchisee a brand fund payable of one percent of monthly gross sales of a workshop with a minimum amount of \$200 and a technology fund payable of \$100. Brand funds are used for advertising and promoting the workshop brand. The Company sold 1252 franchise agreements for the year ended December 31, 2021. Six of the workshop locations sold operating units with financing agreements, allowing the Company to recognize the revenue on those sales. Deferred revenue includes \$90,000 in franchise fees representing the fees billed on unopened shops.	773,225	201,529
NET CASH PROVIDED BY OPERATING ACTIVITIES	380,533	773,225
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Small Business Administration Loan	120,255	-
Member's contributions	45,034	17,947
Member's distributions	(283,482)	(589,643)
NET CASH USED IN FINANCING ACTIVITIES	(118,193)	(571,696)
NET INCREASE IN CASH	262,340	201,529
ACCOUNTS RECEIVABLE	941,796	740,267

The Company maintains its accounts receivable at cost. Management determined that no allowance for doubtful accounts is necessary on December 31, 2021, based on the assessment of the collectability of accounts receivable. Accounts receivable consist of franchise, royalty and brand fees due from franchisees. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and credit to accounts receivable.

ALLOWANCE FOR DOUBTFUL ACCOUNTS

The accompanying notes are an integral part of this statement. An allowance for uncollectible accounts receivable is estimated and recorded based on management's judgement and historical bad debt experience.

(Modified graphics)

**AR WORKSHOP FRANCHISING, LLC
INCOME TAXES**

NOTES TO FINANCIAL STATEMENTS

AR Franchising, LLC is a **chapter S corporation** under the Internal Revenue Code. In lieu of corporate income taxes, the owner is taxed on her

proportionate share of the Company's taxable income. Therefore, no provision of liability for federal or state income taxes has been included in these financial statements.

FIXED ASSETS

AR Workshop Franchising, LLC (the Company) was organized under the laws of the State of South Carolina for the purpose of selling/licensing rights to franchisees wishing to operate AR workshops, a do-it-yourself creative workshop offering classes to create home decor pieces as well as selling on-trend home decor accessories, jewelry, and other items. The Company reports depreciation expense in the amount of **\$13,633 for the year ending December 31, 2021, and \$13,533 for the year ending December 31, 2020.**

The initial term of the franchise is 10 years. The Company has the option to extend the initial franchise term for one additional ten year period.

B. RETIREMENT PLANS

CONCENTRATIONS OF CREDIT RISK
The company maintains two retirement plans, a 401(k) plan which includes a safe harbor match as well as a discretionary profit-sharing plan and a cash balance plan. The contribution reported as retirement plan expenses is **\$200,635 for the year ending December 31, 2021, and \$246,191 on December 31, 2020.**

BAISIS OF ACCOUNTING AND USE OF ESTIMATES
All employees work over one thousand hours during the year are eligible to participate in the 401(k) plan. The participants vest in these contributions over a three-year period and are fully vested at the end of the sixth year.
The Company maintains a defined benefit plan for employees who are at least twenty-one years of age, who work over one thousand hours, and fill a management role. The participants vest in these contributions over a three-year period and are fully vested at the end of the third year.
The Company's accounting records revenue in the period earned, rather than when received and records expenses in the period incurred rather than when paid. The estimates and assumptions used affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these amounts.

C. UNCERTAIN TAX POSITIONS

ADVERTISING COSTS
The Company has adopted **FASB ASC 740-10-25, Accounting for Uncertainty in Income Taxes**. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax laws and new authoritative rulings.

The Company's evaluation on December 31, 2021, revealed no uncertain tax positions that would have a material impact on the financial statements. The 2020 and 2019 tax years remain subject to examination by the Internal Revenue Service. The Company does not believe that any reasonably possible changes will occur within the next twelve months that will have a material impact on the financial statements.

(Modified graphics)

ADOPTION OF NEW ACCOUNTING STANDARD

D. COVID-19 IMPACT ON OPERATIONS

The FASB issued Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014.9, Revenue from Contracts with Customers (Topic 606) in December 2014. The Company has adopted this standard and continues to evaluate the impact and how significant it will be on the reported financial statements. The Company has not yet determined the impact of this standard on its financial statements. The Company has not yet determined the impact of this standard on its financial statements. The Company has not yet determined the impact of this standard on its financial statements.

The Company has adopted ASU 606 as of January 1, 2020 using the full retrospective method. As a result of the adoption of ASU 606, the Company elected to use the following practical expedients: ASU No. 2021-03, Franchisors' Revenue from Contracts with Customers (Subtopic 952-606). In applying this practical expedient, pre-opening services that are consistent with those included in a predefined list within guidance may be accounted for as distinct from the franchise license. The Company had a total decline in revenue approximately \$433,516 (16%) for the year ending December 31, 2020. This decline was partially offset by a corresponding decline in legal costs related to the sale of new franchises, contract labor and other expenses related to the extensive training of each new franchisee prior to their opening. This combination of these two components to the statement of activities led to a decline in income from operations of approximately \$340,000 (47%) during the year ending December 31, 2020.

REVENUE RECOGNITION AND DEFERRED REVENUE

The lessening of restrictions from COVID-19 during 2021 allowed business activity to reopen with certain limits on activities. The financial impact on 2021 operations was positive as revenues returned to pre-COVID-19 levels. Revenues increased by approximately \$166,000 (7%) when compared to 2020 activity, with costs increased by approximately \$53,000 (3%). Obligations include extensive training, pre-opening costs and marketing assistance prior to the units opening. Royalty fees are accrued as earned based on six percent of a franchisee's net sales. Small Business Administration (SBA) loans and grants have provided cash and working capital relief. The Company's availability of cash and working capital will allow it to respond to events that may occur depending on the duration of the COVID-19 crisis and the continued negative impact on the economy. Total revenue of the operations for 2020 was \$2,600,000 that the Company is certain to increase in 2021. Total revenue of the operations for 2021 includes \$75,000 in franchise fees on December 31, 2020, representing three unopened workshops.

**E. EMERGENCY INCOME DISASTER LOAN PROGRAM FUNDS
FAIR VALUE INSTRUMENTS**

The Company obtained a \$10,000 Emergency Income Disaster Loan through the Small Business Administration (SBA) made available through the Consolidated Appropriations Act of 2021. The Company's financial instruments are cash and cash equivalents, accounts receivable, accounts payable and deferred revenue. The recorded values of cash and cash equivalents, accounts receivable, accounts payable and deferred revenue approximate their fair values based on their short-term nature.

The Company obtained a \$10,000 Emergency Income Disaster Loan through the SBA made available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act during 2020.

(Modified graphics)

ACCOUNTS RECEIVABLE

Both loans were part of a federal grant program that the SBA sponsored that was initially determined that forgave loans of \$10,000 for firms for the provision of the funds. Accordingly, based on the statements of operations of the applicable franchisees, Accounts Receivable consist of franchise royalties and fees due from franchisees. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance and credit to accounts receivable.

F. PAYCHECK PROTECTION PROGRAM FUNDS

ALLOWANCE FOR DOUBTFUL ACCOUNTS:
The Company received a loan in the amount of \$130,876 under the Paycheck Protection Program established in the Consolidated Appropriations Act of 2021. An allowance for uncollectible accounts receivable is estimated and recorded based on management's judgement and historical bad debt experience.
The Company received a loan in the amount of \$120,255 under the Paycheck Protection Program in the amount of \$120,255 established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act in 2020.

AR Franchising, LLC is treated as a Subchapter S corporation under the Internal Revenue Code. In lieu of corporate income taxes, the owners are taxed on her or their share of the company's total net income. Upon completion of their review process the Small Business Administration granted the Company a full discharge of the indebtedness for both loans. The total of the debt discharged during 2021 is \$257,131. Accordingly, the statements of operations reflect income for forgiveness of loans from payroll protection program in other income for the year ending December 31, 2021 set at cost. Depreciation is computed using the straight-line method for financial reporting purposes. The estimated useful lives of the assets, comprised of

G. EMPLOYEE RETENTION TAX CREDIT FUNDS

The Company received federal tax credits of \$81,535 under the Consolidated Appropriations Act of 2021 which provides qualifying small businesses with tax credits for retaining employees and also maintaining their wages at the levels that existed prior to the COVID-19 pandemic impact on the economy.

H. DATE OF MANAGEMENT'S REVIEW

Subsequent events have been evaluated through March 23, 2022, the date the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of management's review substantially affect the amounts and disclosure of the accompanying financial statements.
The company maintains two retirement plans, a 401(k) plan which includes a safe harbor match as well as a discretionary profit-sharing plan option, and a cash balance plan. The contribution reported as retirement plan expenses in these financial statements for the year ending December 31, 2020 is \$214,652 and for the year ending December 31, 2019 is \$250,000.
All employees who are at least twenty-one years of age and who work over one thousand hours during the year are eligible to participate in the 401(k) plan. The participants vest in these contributions over a six-year period and are fully vested at the end of the sixth year.

The Company also maintains a defined benefit plan for employees who are at least twenty-one years of age, who work over one thousand hours, and fill a management role. The participants vest in these contributions over a three-year period and are fully vested at the end of the third year.

(Deleted graphics)

C. UNCERTAIN TAX POSITIONS

The Company has adopted FASB ASC 740-10-25, *Accounting for Uncertainty in Income Taxes*. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax laws and new authoritative rulings.

The Company's evaluation on December 31, 2020 revealed no uncertain tax positions that would have a material impact on the financial statements. The 2018 and 2019 tax years remain subject to examination by the Internal Revenue Service. The Company does not believe that any reasonably possible changes will occur within the next twelve months that will have a material impact on the financial statements.

D. COVID-19 IMPACT ON OPERATIONS

The COVID-19 pandemic developed rapidly in 2020, with a significant number of cases and deaths. Measures taken by the Federal, state and local governments to contain the virus have affected economic activity. Many franchises were not open for operations during the time that shelter in place orders were in effect for their states. Upon reopening franchise locations have taken measures to monitor and mitigate the effects of COVID-19, such as safety and health measures for employees and customers (such as social distancing and hand sanitizing stations) to provide a safe environment for employees and customers.

The COVID-19 impact caused revenues, certain costs and income from operations to decline when compared to the prior year. The decline in revenues was attributable to lower sales of franchises as well as lower royalties during the periods of shelter in place orders and economic uncertainty. The Company had a total decline in revenue approximately \$433,516 (16%) for the year ending December 31, 2020. This decline was partially offset by a corresponding decline in legal costs related to the sale of new franchises, contractor labor and other expenses related to the extensive training each new franchise undergoes prior to their opening. This combination of these two components to the statement of activities led to decline in income from operations of approximately \$340,000 (47%).

The Company's available cash and working capital will allow it to respond to events that may occur depending on the duration of the COVID-19 crisis and the continued negative impact on economic activity at a national and local level. Management has determined that the actions it has taken are sufficient to mitigate the uncertainty COVID-19 has created.

(Deleted graphics)

E. CONTINGENT GAIN ON DISCHARGE OF SBA LOAN INDEBTEDNESS

The Company obtained a \$10,000 Emergency Income Disaster Loan through the Small Business Administration (SBA) made available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. This loan was part of a program offered by the SBA that allowed loans of \$10,000 or less to automatically be treated as government grants that would not require future loan repayment. Accordingly, the forgiveness is reported on the statement of activity as a contingent gain following guidelines issued by the American Institute of Certified Public Accountants.

F. SMALL BUSINESS ADMINISTRATION LOAN

The Company received a loan in the amount of \$120,255 under the Paycheck Protection Program established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

The loan is subject to a note dated May 4, 2020 and may be forgiven to the extent proceeds of the loan are used for eligible expenditures such as payroll and other expenses described in the CARES Act. The loan is presented in these financial statements as a current liability with the anticipation that if the note is not forgiven the liability will be repaid within twelve months.

Subsequent to December 31, 2020, but prior to the issuance of these statements, the Small Business Administration reviewed the loan forgiveness application and granted the Company a discharge of the full indebtedness.

G. DATE OF MANAGEMENT'S REVIEW

Subsequent events have been evaluated through March 25, 2021, the date the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of management's review substantially affect the amounts and disclosure of the accompanying financial statements.

EXHIBIT D

STATE SPECIFIC INFORMATION

RIDERS TO FRANCHISE AGREEMENT FOR SPECIFIC STATES

If any one of the following Riders to the Franchise Agreement for Specific States (“Riders”) is checked as an “Applicable Rider” below, then that Applicable Rider shall be incorporated into the Franchise Agreement entered into by AR WORKSHOP FRANCHISING, LLC and the undersigned Franchisee. To the extent any terms of an Applicable Rider conflict with the terms of the Franchise Agreement, the terms of the Applicable Rider shall supersede the terms of the Franchise Agreement.

Applicable Rider

- California
- Illinois
- Indiana
- Maryland
- Michigan
- Minnesota
- New York
- North Dakota
- South Dakota
- Virginia
- Washington
- Wisconsin

AR WORKSHOP FRANCHISING, LLC

FRANCHISEE (Print Name)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**CALIFORNIA APPENDIX FOR OFFERINGS
OF AR WORKSHOP FRANCHISES IN CALIFORNIA**

If your franchise is located in California, the following will apply:

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

THE REGISTRATION OF THIS FRANCHISE OFFERING IN THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER.

1. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DBO.CA.GOV.

2. No person or franchise broker listed in Item 3 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a, et seq., suspending or expelling such persons from membership in such association or exchange.

3. Item 17 Additional Paragraphs:

- A. California Business and Professions Code sections 20000 through 20043 provides rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
- B. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101, et seq.).
- C. 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.
- D. This Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- E. The Franchise Agreement requires binding arbitration. The arbitration will occur at Charlotte, North Carolina with the costs being borne by each party, unless the disputed provision in the Franchise Agreement provides for payment by the losing party of the prevailing party's attorneys' fees and costs of litigation. This provision may not be enforceable under California law.

- F. The Franchise Agreement requires application of the laws of North Carolina. This provision may not be enforceable under California law.
4. 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.S, Code of Civil Procedures 1281, and the Federal Arbitrations Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.
5. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:
- A. Sections 20(a) and 20(b) of the Franchise Agreement;
- B. In Section 20(c) of the Franchise Agreement, the language:
- "... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."**
- C. In Section 23 of the Franchise Agreement, the language:
- "Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."
- D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:
- "have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"
6. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:
- "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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

ILLINOIS

Disclosure Document:

1. The following language is added to the Risk Factors on the cover page of the Disclosure Document:

THE GOVERNING LAW, VENUE AND JURISDICTION REQUIREMENTS IN THE DISCLOSURE DOCUMENT AND IN THE FRANCHISE AGREEMENT ARE SUBJECT TO THE PROVISIONS OF THE ILLINOIS FRANCHISE DISCLOSURE ACT, AND NOTHING IN THESE DOCUMENTS SHALL BE CONSIDERED A WAIVER OF ANY RIGHTS CONFERRED UPON YOU BY THE ILLINOIS FRANCHISE DISCLOSURE ACT.

2. Item 17 of the Disclosure Document is amended to include the following:

Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois. In addition, Illinois law will govern the Franchise Agreement.

Conditions under which franchisor can be terminated and rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum.

Item 23 of the Disclosure Document is amended to provide for the franchisee with a 14 day pre-sale disclosure period instead of the 10 day pre-sale disclosure period referenced on the receipt page.

Under Illinois law, any provision that purports to bind any person acquiring a franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act ("Act") or any other law of Illinois is void. However, this provision will not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to Title 9 of the United States Code.

3. Franchise Agreement:

Section 21(h) of the Agreement is amended to state:

The Agreement takes effect upon its acceptance and execution by us. This Agreement shall be interpreted under the laws of the State of Illinois except to the extent governed by the United States Trademark Act of 1946 (Latham Act, 15 U.S.C. Section 1051 et seq.).

Section 21 of the Agreement is amended to state:

The parties agree that any action brought by either party against the other shall be brought in the State of Illinois.

[Link-to-previous setting changed from on in original to off in modified.]

EXHIBIT D - 1

AR Workshop FDD 20232024

3989152v1.CAS:28609.G546244103720v2.EJB.28609.G55643

Under Illinois law, any provision that purports to bind any person acquiring a franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act (“Act”) or any other law of Illinois is void. However, this provision will not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to Title 9 of the United States Code.

4. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

A. Sections 20(a) and 20(b) of the Franchise Agreement;

B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR’S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

5. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor.

[Link-to-previous setting changed from on in original to off in modified.]

EXHIBIT D - 2

This provision supersedes any other term of any document executed in connection with the franchise."

Each provision of this Addendum to the Franchise Agreement shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum.

AGREED:

[FRANCHISEE NAME]

By: _____
Printed Name: _____
Its: _____
Date: _____

AR WORKSHOP FRANCHISING, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

[Link-to-previous setting changed from on in original to off in modified.]

INDIANA

1. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

- A. Sections 20(a) and 20(b) of the Franchise Agreement;
- B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

- C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

- D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

2. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

**** The remainder of this page intentionally left blank. Signature page to follow ****

AGREED:

[FRANCHISEE NAME]

AR WORKSHOP FRANCHISING, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

MARYLAND

1. The Franchise Disclosure Document and the Franchise Agreement are revised to include the following:

Section 17 of the Franchise Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but we intend to enforce it to the extent enforceable.

Section 23(f) of the Agreement is revised to include the following:

All representations requiring Franchisee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The provision in the Franchise Agreement which provides for termination upon bankruptcy of franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

Pertinent sections of the Franchise Disclosure Document and Franchise Agreement are revised to include the following:

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

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Franchisee may bring claims under the Maryland Franchise Registration and Disclosure Act in Maryland.

This agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

2. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

A. Sections 20(a) and 20(b) of the Franchise Agreement;

B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL.

FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

3. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

**** The remainder of this page intentionally left blank. Signature page to follow ****

Franchisor:

AR WORKSHOP FRANCHISING, LLC

By: _____
Maureen Anders, Chief Executive Officer

Franchisee:

By: _____
Name: _____
Title: _____

Guarantors:

By: _____
Name: _____
Capacity: _____

MICHIGAN

1. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

- A. Sections 20(a) and 20(b) of the Franchise Agreement;
- B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

- C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

- D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

2. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

**** The remainder of this page intentionally left blank. Signature page to follow ****

AGREED:

[FRANCHISEE NAME]

AR WORKSHOP FRANCHISING, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

MINNESOTA

1. The Franchise Agreement and Franchise Disclosure Document are revised to include the following:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subds. 3, 4, and 5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.
- Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
- Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

2. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

A. Sections 20(a) and 20(b) of the Franchise Agreement;

B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

3. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

AGREED:

[FRANCHISEE NAME]

By: _____
Printed Name: _____
Its: _____
Date: _____

AR WORKSHOP FRANCHISING, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

NEW YORK

Disclosure Document:

1. The following language is added to Risk Factors on the cover page:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added to be at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective

injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

6. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

A. Sections 20(a) and 20(b) of the Franchise Agreement;

B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

7. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

AGREED:

[FRANCHISEE NAME]

AR WORKSHOP FRANCHISING, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

North Dakota

Disclosure Document:

Item 17(c) is amended to eliminate the requirement for the franchisee to sign a general release upon renewal of the Franchise Agreement.

Item 17(i) is amended to eliminate the requirement for the franchisee to pay the amount of outstanding gift card liability to the franchisor upon the early termination of the Franchise Agreement.

Item 17(r) is amended to add the following statement, "Covenants not to compete such as those mentioned in this Item 17(r) are generally considered unenforceable in the State of North Dakota."

Item 17(u) is amended to add the following statement, "For franchisees subject to the North Dakota Franchise Investment law, the location of the mediation or arbitration will be mutually agreed upon by you and us and may not be remote from the site of your place of business."

Item 17(v) is amended to add the following statement, "For franchisees subject to the North Dakota Franchise Investment law, you are not required to consent to the jurisdiction of courts outside of North Dakota."

Item 17(w) is amended to state the following statement, "For franchisees subject to the North Dakota Franchise Investment law, the Franchise Agreement will be governed by the laws of North Dakota."

Franchise Agreement:

The following amendments are hereby made to the Franchise Agreement if Franchisee is subject to the North Dakota Franchise Investment Law:

1. Section 2(b)(viii) of the Franchise Agreement is hereby deleted. Franchisee shall not be required to sign a general release upon renewal of the Franchise Agreement.
2. Section 18(m) of the Franchise Agreement is hereby deleted. Franchisee shall not be required to pay Franchisor an amount equal to the valid and redeemable Gift Cards upon early termination.
3. Section 14(b) of the Franchise Agreement is amended to include the following statement: "Covenants not to compete such as those mentioned in this Section 14(b) may not be enforceable in the State of North Dakota."
4. Section 21(a) of the Franchise Agreement is amended to include the following statement: "For Franchisees who are subject to the North Dakota Franchise Investment law, the location of mediation and arbitration will be mutually agreed upon by the parties and may not be remote from the site of the Franchisee's place of business."

5. Section 21(g) of the Franchise Agreement is hereby deleted and replaced with the following:

This Agreement and any claim or controversy arising out of or relating to rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed under the laws of the State of North Dakota and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the State of North Dakota, which laws shall prevail in the event of any conflict of law. Nothing in this subsection is intended, or shall be deemed, to make any North Dakota law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

Any and all claims and actions arising out of or relating to this agreement, the relationship of franchisee and franchisor, or franchisee's operation of the franchised business, brought by franchisee against franchisor, shall be commenced within the time periods permitted by the statute of limitations under North Dakota law.

6. Section 21(e) of the Franchise Agreement is hereby amended to add the following statement:

The North Dakota Securities Commissioner prohibits Franchisor from requiring Franchisee to consent to a waiver of exemplary and punitive damages. To the extent any such a waiver is purported to be required by Franchisor, it is void with respect to all franchisees governed under the laws of North Dakota.

7. Section 21 of the Franchise Agreement is hereby amended to add the following statement:

The North Dakota Securities Commissioner prohibits Franchisor from requiring Franchisee to consent to a waiver of its right to a jury trial. To the extent any such a waiver is purported to be required by Franchisor, it is void with respect to all franchisees governed under the laws of North Dakota.

8. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

- A. Sections 20(a) and 20(b) of the Franchise Agreement;
- B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT

WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

9. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

AGREED:

[FRANCHISEE NAME]

AR WORKSHOP FRANCHISING, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

SOUTH DAKOTA

1. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

- A. Sections 20(a) and 20(b) of the Franchise Agreement;
- B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

- C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

- D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

2. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

**** The remainder of this page intentionally left blank. Signature page to follow ****

AGREED:

[FRANCHISEE NAME]

AR WORKSHOP FRANCHISING, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

VIRGINIA

Disclosure Document.

1. The following statements are added to Item 17.h.

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

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

2. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

- A. Sections 20(a) and 20(b) of the Franchise Agreement;

- B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

- C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

- D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

3. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

AGREED:

[FRANCHISEE NAME]

AR WORKSHOP FRANCHISING, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

WASHINGTON

Franchise Disclosure Document and Franchise Agreement

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.

If you receive a financial incentive to refer franchise prospects to us you may be required to register as a franchise broker under the laws of Washington State.

Use of Brokers. The Franchisor may use the services of franchise brokers to assist in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/pr selling the franchise. Do not rely on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Section 8(f) of the Franchise Agreement is hereby deleted and replaced with the following:

(f) Franchisor may from time to time offer to provide to Franchisee such approved advertising and promotional plans and materials as Franchisor deems desirable. In any advertising conducted solely by or for Franchisor, Franchisor shall have the sole discretion to determine the products and geographical markets to be included, and the medium employed and Franchisor shall not have any duty or obligation to supply Franchisee with any advertising or promotional materials produced by or for Franchisor at its sole expense. Franchisor disclaims and Franchisee hereby acknowledges that Franchisee has not received any warranty regarding the success of any advertising and/or promotional plans or materials recommended by Franchisor for use by Franchisee. Further, Franchisee acknowledges and agrees that all advertising and promotional plans and materials created in whole or in part by Franchisor are and remain the exclusive property of Franchisor. Franchisor shall have the right to include promotion of available franchises in all marketing and advertising materials, including, but not limited to, signage in Workshops, an Online Presence, print media, and TV or radio spots.

1. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

A. Sections 20(a) and 20(b) of the Franchise Agreement;

B. In Section 20(~~ed~~) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

2. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

INDIVIDUAL FRANCHISEES ("You"):

Name: _____
Title: "You" _____

_____ Date

Name: _____
Title: "You" _____

_____ Date

CORPORATE FRANCHISEE ("You")

_____ (Corporate/LLC Name)

_____ (State of Incorporation/Organization)

Name: _____
Title: "You" _____

_____ Date

Name: _____
Title: "You" _____

_____ Date

AR WORKSHOP FRANCHISING, LLC

Name: _____
Title: "You" _____

_____ Date

WISCONSIN

1. The following language and Sections are removed from the Franchise Agreement and other proposed agreements:

- A. Sections 20(a) and 20(b) of the Franchise Agreement;
- B. In Section 20(c) of the Franchise Agreement, the language:

"... AND THAT THE LICENSE AND OPERATION OF THE WORKSHOP INVOLVE AN INVESTMENT OF SUBSTANTIAL RISK AND ITS SUCCESS IS DEPENDENT PRIMARILY UPON THE BUSINESS ACUMEN AND EFFORTS OF FRANCHISEE AND OTHER FACTORS BEYOND FRANCHISOR'S CONTROL. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISE AND HAD AMPLE TIME AND OPPORTUNITY TO CONSULT WITH INDEPENDENT PROFESSIONAL ADVISORS, INCLUDING BUT NOT LIMITED TO LAWYERS AND ACCOUNTANTS, AND HAS NOT RELIED UPON ANY EXPRESS OR IMPLIED GUARANTEE AS TO POTENTIAL VOLUMES, REVENUES, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY FRANCHISEE."

- C. In Section 23 of the Franchise Agreement, the language:

"Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to those set forth in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise."

- D. In Section 5 of Exhibit F of the disclosure document (Full and Final General Release), the language:

"have carefully read the foregoing instrument; that they know the contents thereof; that they understand and"

2. The following language is added to the disclosure document, Franchise Agreement and other proposed agreements:

"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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

**** The remainder of this page intentionally left blank. Signature page to follow ****

[Link-to-previous setting changed from off in original to on in modified.]

EXHIBIT ED - 27

AR Workshop FDD 20232024

3989152v1.CAS:28609.G546244103720v2.EJB.28609.G55643

AGREED:

[FRANCHISEE NAME]

AR WORKSHOP FRANCHISING, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

[Link-to-previous setting changed from off in original to on in modified.]

EXHIBIT ED - 28

AR Workshop FDD 20232024

3989152v1.CAS.28609.G546244103720v2.EJB.28609.G55643

EXHIBIT E

STATE AND FEDERAL REGULATORY AUTHORITIES

FEDERAL TRADE COMMISSION

Franchise Rule Coordinator
Federal Trade Commission Division of Marketing Practices
Pennsylvania Avenue at Sixth Street, N.W., Room 238
Washington, D.C. 20580
Telephone: (202) 326-2970

STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

CALIFORNIA:

Commissioner of Financial Protection & Innovation
Department of Financial Protection and Innovation
320 West 4th St., Ste. 750
Los Angeles, California 90013
Telephone: (213) 576-7500 or
Toll Free Telephone: (866) 275-2677

ILLINOIS (Registered Agent):
Tanya Solov, Director of Securities
Office of the Secretary of State
Securities Department
69 West Washington Street, Suite 1220
Chicago, IL 60602
Telephone: (312) 793-3884

CONNECTICUT:

Eric Wilder, Director of Securities
Connecticut Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103-1800
Telephone: (860) 240-8233

ILLINOIS (Regulatory Authority):
~~Lisa Madigan~~ Kwame Raoul
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
Telephone: (217) 782-4465

HAWAII:

Commissioner of Securities
of the State of Hawaii
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
Telephone: (808) 586-2722

INDIANA:

Chris Naylor, Securities Commissioner
Franchise Section
Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, IN 46204
Telephone: (317) 232-6681

[Link-to-previous setting changed from on in original to off in modified.]

IOWA:

Jim Mumford, Securities Administrator
Director of Regulated Industries Unit
Iowa Securities Bureau
330 Maple Street
Des Moines, IA 50319-0066
Telephone: (515) 281-5705

MARYLAND (Registered Agent):
Maryland Securities Commissioner
200 St. Paul Place,
Baltimore, Maryland 21202-2020
Telephone: (410) 576-6360

MARYLAND (Regulatory Authority):
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020
Telephone: (410) 576-6360

MICHIGAN (Regulatory Authority):
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
525 W. Ottawa Street
Lansing, MI 48909
Telephone: (517) 373-1152

MICHIGAN (Registered Agent):
Linda Cena, Securities Director
Office of Financial & Insurance Regulation
525 West Allegan
1st Floor Constitution Hall
Lansing, MI 48909
Telephone: (517) 241-6345

MINNESOTA:

Minnesota Dept. of Commerce
Securities-Franchise Registration
85 7th Place East, Suite 280
Saint Paul, MN 55101-2198
Telephone: (651) 539-1500

NEW YORK (Administrator/Regulatory Authority)
New York State Department of Law
Investor Protection Bureau
28 Liberty St., 21st Floor

New York, NY 10005
Telephone: (212) 416-8222
NEW YORK (Agent for Service of Process)
Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA:

North Dakota Securities Department
14th Floor State Capitol, Dept. 414
600 East Boulevard
Bismarck, ND 58505-0510
Telephone: (701) 328-2910

OKLAHOMA:

Oklahoma Securities Dept.
First National Center
120 N. Robinson Suite 860
Oklahoma City, OK 73102
Telephone: (405) 280-7700

RHODE ISLAND:

Division of Securities
1511 Pontiac Ave, Bld 69-1
John O. Pastore Complex
Cranston, RI 02920
Telephone: (401) 222-3048

SOUTH DAKOTA:
Division of Insurance
Securities Regulation
124 S. Euclid, Ste. 104
Pierre, SD 57501
Telephone: (605) 773-3563

TEXAS:
Hope Andrade
Secretary of State
P.O. Box 12697
Austin, TX 78711-2697
Telephone: (512) 463-5701

UTAH:
Division of Consumer Protection
Utah Department of Commerce
160 East 300 South
SM Box 146704
Salt Lake City, UT 84114-6704
Telephone: (801) 530-6601

VIRGINIA (Registered Agent):
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
Telephone: (804) 371-9051

VIRGINIA (Regulatory Authority)
State Corporation Commission,
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
Telephone: (804) 371-9733

WASHINGTON:
Address for Service of Process:
Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98501
Telephone: (360) 902-8760

Mailing Address:
~~Department~~Washington Dept. of Financial
Institutions
Securities Division
PO Box ~~90334~~1200
Olympia, WA ~~98507~~98504-1200

WISCONSIN:
Franchise Office
Wisconsin Securities Commission
P.O. Box 1768
Madison, WI 53701
Telephone: (608) 266-3364

EXHIBIT E - 4

AR Workshop FDD ~~2023~~2024

3989152v1.CAS.28609.G546244103720v2.EJB.28609.G55643

EXHIBIT F

SAMPLE FULL AND FINAL GENERAL RELEASE*

*CURRENT FORM; SUBJECT TO CHANGE

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant to fully and mutually release the other as follows:

1. ~~The Franchisee and its successors; Owners; guarantors of the Franchisee; and their respective predecessors, parents, affiliates, subsidiaries, shareholders, members, partners, officers, directors, managers, employees, agents, representative, attorneys, accountants, personal representatives, heirs, executors, administrators, personal representatives, agents, successors, and assigns, partners, shareholders, members, officers, directors, principals, employees and affiliated parties~~ (collectively, the "Franchisee Parties") do hereby release and forever discharge AR WORKSHOP FRANCHISING, LLC, ~~its successors, heirs, executors, administrators, personal representatives, agents, assigns; Franchisor's predecessors, parents, affiliates, and subsidiaries; and their respective shareholders, members, partners, shareholders, members, officers, directors, principals, managers, employees and affiliated parties, agents, representatives, attorneys, accountants, guarantors, successors, and assigns, in both their corporate and individual capacities~~ (collectively, the "Franchisor Parties") from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, including, without limitation: (a) arising out of or related to the Franchisor Parties' obligations under the franchise agreement or (b) otherwise arising from or related to the Franchisee Parties' relationship, from the beginning of time to the date of Franchisee's signature below, with any of the Franchisor Parties.

2. Franchisee, on its own behalf and on behalf of the other Franchisee Parties, further covenant not to sue any of the Franchisor Parties on any of the claims released by the preceding paragraph and represent that Franchisee has not assigned any such claims released by the preceding paragraph to any individual or entity who is not bound by this Release. It is understood and agreed that this Release is not to be construed as an admission of liability with respect to the Franchisor Parties.

3. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties' respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.

4. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all agreements on this subject matter, whether written or oral. The terms contained herein may not be modified or

amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital.

5. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

6. The parties hereby covenant and agree that each shall not make, at any time or place, any disparaging remarks, verbally or in writing, concerning any of the parties' actions or perceived omissions, regarding any matter connected with this Release Agreement or otherwise take any action that would disparage or cast doubt upon the business acumen or judgment of any other party. Each party understands and acknowledges that each other party's business and reputation are of special, unique, and extraordinary character, which gives them a particular value, the loss of which cannot reasonably be compensated in damages in an action at law. Accordingly, each party further agrees that in addition to any other rights or remedies that any other party may possess at law, any aggrieved party shall be entitled to injunctive and other equitable relief in order to prevent or remedy a breach of the provisions of this Agreement by any other party hereto.

7. The terms of this Release arose from discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

8. This Release shall be governed by and construed pursuant to the laws of the State of North Carolina.

9. This Release may be executed in two copies, each of which shall be deemed an original.

IF THE FRANCHISED BUSINESS FRANCHISEE OPERATES UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF FRANCHISEE IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY FRANCHISEE OR THE FRANCHISEE PARTIES. FRANCHISEE RECOGNIZES THAT FRANCHISEE OR THE FRANCHISEE PARTIES MAY HAVE SOME CLAIM, DEMAND OR CAUSE OF ACTION AGAINST THE FRANCHISOR PARTIES OF WHICH FRANCHISEE, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH FRANCHISEE, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE FRANCHISEE, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT FRANCHISEE, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE FRANCHISOR PARTIES. IN FURTHERANCE OF THIS INTENTION, FRANCHISEE, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES,

EXPRESSLY WAIVES ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR’S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR MUST HAVE MATERIALLY AFFECTED THE CREDITOR’S SETTLEMENT WITH THE DEBTOR.”

FRANCHISEE ACKNOWLEDGES AND REPRESENTS THAT FRANCHISEE HAS CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT FRANCHISEE UNDERSTANDS ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the Franchised Business is located in Maryland or if Franchisee is a resident of Maryland, the following shall apply: Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

All releases given by the Parties are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Parties represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Releasing Parties, in the Releasing Parties independent judgment, believe necessary or appropriate.

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

RELEASING PARTIES:

By: _____
Name: _____
Title: _____
Date: _____

(SIGNATURES CONTINUE ON NEXT PAGE)

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT G

AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER*

*CURRENT FORM; SUBJECT TO CHANGE

THIS AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER (“Agreement”) is made among AR WORKSHOP FRANCHISING, LLC (“Franchisor”), _____ (“Seller”), and _____ (“Buyer”), and, if any, the undersigned Guarantors, effective as of the Effective Date.

RECITALS

A. Seller is the franchisee pursuant to that certain Franchise Agreement between Franchisor and Seller, as franchisee, dated _____ (the “Seller Franchise Agreement”), governing the operation of the AR WORKSHOP business located at _____ (“Franchised Location”);

B. Buyer is the franchisee under that certain franchise agreement between Franchisor and Buyer, as franchisee, dated _____ (as amended, the “Buyer Franchise Agreement”);

C. Seller has notified Franchisor that it and Buyer have entered into an Asset Purchase Agreement, dated _____ (the “Purchase Agreement”), pursuant to which Seller has agreed to sell and Buyer has agreed to purchase all of the rights, obligations and assets relating to the Franchised Location (the “Interests”) and, further, that Buyer has agreed to assume the lease obligations with regard to the Franchised Location (the transfer of the Lease rights and the Interests collectively referred to as the “Transfer”); and

D. Seller and the guarantors of the obligations of Seller (the “Seller Guarantors”) have requested that Franchisor consent to the Transfer and release Seller and the Seller Guarantors from certain obligations under the Franchise Agreement and guaranty, respectively; and

E. The parties desire to set forth the terms and conditions under which Franchisor will consent to the Transfer and release.

AGREEMENT

FOR AND IN CONSIDERATION of the foregoing Recitals, which are incorporated herein, the mutual covenants expressed herein and other valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Effective Date.** The Effective Date will be the date on which Franchisor signs this Agreement acknowledging its consent to the proposed Transfer.

2. **Proposed Transfer.** Buyer is purchasing the Interests from Seller in accordance with the terms and conditions of the Purchase Agreement. Seller and Buyer represent and warrant that the form of Purchase Agreement provided to Franchisor is the final version of the agreement and is the version which has been or will be executed by them to effectuate the Transfer.

3. Conditional Consent; Release of Guaranty. The Seller Franchise Agreement provides that the Transfer cannot take place without the consent of Franchisor. Franchisor will consent to the Transfer, as provided in the Seller Franchise Agreement, and will, effective on the later of the Closing Date or the payment of amounts due to Franchisor as set forth in Section 3(b), release (a) Seller from any obligations arising under the Seller Franchise Agreement and (b) Seller Guarantors under any guaranty agreement from and after the Effective Date. Notwithstanding the foregoing, the provisions of the Seller Franchise Agreement that, either expressly or by their nature, survive termination of the Seller Franchise Agreement, including without limitation the post-termination restrictive covenants, audit rights, dispute resolution and notice, and confidentiality provisions of the Seller Franchise Agreement (collectively, the "Surviving Provisions"), shall survive this Agreement and the termination of the Seller Franchise Agreement, and the Seller and the Seller Guarantors shall remain bound by the Surviving Provisions. Furthermore, Seller's and Seller Guarantors' right to the consent and release described in this Section are expressly contingent upon compliance with the following terms and conditions on or before the date of the closing of the Transfer ("Closing"):

a. Franchise Agreement. The Seller Franchise Agreement will terminate as of the Closing, and the operation of the Franchised Location will thereafter be governed by the Buyer Franchise Agreement;

b. Payment of Amounts Due. Seller will pay all amounts due and owing to Franchisor through the date of Closing; including but not limited to past due royalty and advertising fees in the amount of \$_____;

c. Transfer Fee. Seller shall pay a transfer fee of \$_____ as provided in the Seller Franchise Agreement;

d. Financial Statements. Seller will provide Franchisor with all required monthly financial statements for the Franchised Location through the date of Closing;

e. Training. Buyer or Buyer's designated representative(s) shall have satisfactorily completed the initial training program as described in the Buyer Franchise Agreement prior to the Closing;

f. Right to Possession. Buyer will provide satisfactory evidence to Franchisor that Buyer has the right to possession of the premises for the Franchised Location by way of lease assignment (with all required landlord consents) or otherwise;

g. Site Selection Assistance. Buyer acknowledges and agrees that Franchisor has satisfied any and all obligations under the Buyer Franchise Agreement with respect to site selection and development assistance;

h. Remodeling. Seller and Buyer shall ensure that all of the items reflected on the Pre-Sale Inspection which is attached hereto have been completed; ~~and~~

i. Buyer Loans. Buyer shall provide Franchisor with copies of all loan documents or loan commitments evidencing all debt taken on by Buyer in connection with the purchase of the Franchised Location-; and

j. Gift Card Liability. Buyer shall assume Seller's gift card liability and shall honor all outstanding but unredeemed gift cards issued by Seller or at the Franchised Location.

4. **Franchised Location Possession.** Franchisor hereby grants permission to Buyer to possess the premises at the Franchised Location and operate the Workshop therefrom as of the Closing Date.

5. **Waiver of Right of First Refusal.** Franchisor hereby waives any right of first refusal to purchase the Interests as it may have pursuant to the Seller Franchise Agreement.

6. **Release of Franchisor.** Seller, the Seller Guarantors and Buyer, and each of them, for themselves and their affiliates, employees, officers, directors, successors, assigns, and other representatives, hereby fully and forever unconditionally release and discharge Franchisor, and its affiliates, parents, subsidiaries, area directors and agents and their respective employees, shareholders, members, officers, directors, successors, assigns, guarantors and other representatives (the "Released Parties"), from any and all claims, demands, obligations, actions, liabilities and damages of every kind or nature whatsoever, in law or in equity, whether known or unknown to them, which they may have against the Released Parties as of the date of this Agreement, or which may thereafter be discovered, accrued, or sustained, in connection with, as a result of, or in any way arising from, any relations or transactions with the Released Parties, however characterized or described, including but not limited to, any claims arising from the Seller Franchise Agreement, the Buyer Franchise Agreement or the Purchase Agreement or the transactions described herein.

If the Franchised Location is located in California or if either Buyer or Seller is a resident of California, the following shall apply:

Section 1542 Acknowledgment. It is the intention of Seller and Buyer in executing this Agreement that this instrument be and is a general release which shall be effective as a bar to each and every claim, demand or cause of action released by Seller and/or Buyer. Each of Seller and Buyer recognizes that he, she or it may have some claim, demand or cause of action against the Released Parties of which he, she, or it is totally unaware and unsuspecting, which he, she or it is giving up by executing this Agreement. It is the intention of each of Seller and Buyer in executing this instrument that it will deprive him, her or it of such claim, demand or cause of action and prevent him, her or it from asserting it against the Released Parties. In furtherance of this intention, Seller and Buyer expressly waive any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

Each of Seller and Buyer acknowledges and represents that he, she, or it has consulted with legal counsel before executing this Agreement and that he, she, or it understands its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands and causes of action.

7. **Acknowledgment.** Buyer and Seller acknowledge that although Franchisor or its affiliates, employees, officers, directors, successors, assigns, and other representatives may have been involved in Buyer's purchase of the Interests from Seller, Buyer and Seller have assumed sole and full responsibility for making the final decision to purchase and sell the Interests and each has consulted, or has had the opportunity to consult but, of its own accord, elected not to consult, with its own legal and financial advisors. Buyer further understands that as part of analyzing the purchase of the Interests from Seller, it is Buyer's responsibility to meet

with or otherwise gather necessary information from the appropriate parties which may or may not affect Buyer's purchase of the Interests from Seller.

8. Additional Documents. Buyer and Seller agree to execute such additional documents as may be necessary to complete the Transfer as contemplated by the Purchase Agreement, the Seller Franchise Agreement and the Buyer Franchise Agreement.

9. Miscellaneous Provisions. This Agreement will be construed and enforced in accordance with, and governed by, the laws of the state of North Carolina. This Agreement may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. The headings of this Agreement are for convenience and reference only and will not limit or otherwise affect the meaning hereof. This Agreement may be executed in any number of counterparts and sent and/or signed electronically, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the applicable franchise agreement.

10. Non-Disparagement. In consideration of the accommodations provided to Seller, the Seller Guarantors and Buyer and concessions made by Franchisor and its affiliates under this Agreement, Seller, the Seller Guarantors and Buyer agree not to, and to use their best efforts to cause their current and former shareholders, officers, directors principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor or the Released Parties or their respective current and former agents, principals, officers, directors, shareholders, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, the AR WORKSHOP brand, the AR WORKSHOP system, or any other service-marked or trademarked concept of Franchisor, or which would subject the AR WORKSHOP brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

THUS signed by the parties shown below and made effective as of the Effective Date.

SELLER: _____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SELLER GUARANTORS:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

BUYER: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FRANCHISOR:

AR WORKSHOP FRANCHISING, LLC

By: _____
Maureen Anders, Chief Executive Officer

*Date: _____

*This date is the Effective Date

****The Release of franchisor does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.**

EXHIBIT H

FIRST ADDENDUM TO RENEWAL FRANCHISE AGREEMENT* (to be signed by a renewing franchisee concurrently with the Franchise Agreement)

*CURRENT FORM; SUBJECT TO CHANGE

THIS FIRST ADDENDUM (“Addendum”) to the Franchise Agreement dated as of the Effective Date (“Agreement”) between AR WORKSHOP FRANCHISING, LLC (“Franchisor”) and _____ (“Franchisee”) is made as of the same date to amend and supplement certain terms and conditions of the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not otherwise defined in this Addendum shall have their respective meanings set forth in the Agreement.

- 1. Franchised Location.** Franchisor has previously approved the Franchised Location as required pursuant to the Franchise Agreement. The Franchised Location is: _____.
- 2. Lease Approval.** Franchisor has previously approved the lease for the Franchised Location as required pursuant to the Franchise Agreement and therefore waives the requirement for lease review and approval (and the associated lease review fee); provided, however, that if Franchisee enters into a new lease for the Franchised Location during the term of the Agreement, all lease review and approval requirements shall remain applicable.
- 3. Commencement of Operations.** Franchisor and Franchisee acknowledge that the Franchised Location has commenced operations as required pursuant to the Franchise Agreement.
- 4. Franchisor’s Development Assistance.** Franchisee acknowledges and agrees that Franchisor has complied with its obligations under the Agreement (or Franchisee waives, as the case may be, Franchisor’s obligation) to (1) assist Franchisee in choosing the Franchised Location and determining fulfillment of the requisite criteria for the Franchised Location, such determination based on information provided by Franchisee, including those obligations set forth in the Franchise Agreement; and (2) to provide opening support services listed in the Franchise Agreement.
- 5. Grand Opening.** The Section of the Franchise Agreement pertaining to a Grand Opening is deleted.
- 6. Remodeling.** Franchisee will complete the remodeling and renovations of the franchised business, at Franchisee’s expense, listed on Exhibit A to this addendum no later than 60 days following the Effective Date of the Agreement or at such different time as set forth in Exhibit A.
- 7. Release.** Franchisee, for itself, and its respective heirs, successors, assigns, agents and representatives, hereby fully and forever unconditionally releases and discharges the Franchisor, and its predecessors, affiliates, successors, assigns, agents, representatives, employees, owners, officers, and directors (collectively referred to as “Franchisor Affiliates”) from any and all claims, demands, obligations, actions, liabilities, defenses or damages of every kind and nature whatsoever, in law or in equity, whether known or unknown, which may hereafter be discovered, in connection with, as a result of, or in any way arising from, any relationship or transaction with the Franchisor or the Franchisor Affiliates, however characterized or described, from the beginning of time until the date of this Addendum.

This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act. RCW 19.100, and the rules adopted thereunder.

8. Non-Disparagement. Franchisee agrees not to, and to use its best efforts to cause its current and former shareholders, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor or the Franchisor Affiliates or their respective current and former agents, principals, officers, directors, shareholders, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, the AR Workshop brand, the AR Workshop system, or any other service-marked or trademarked concept of Franchisor, or which would subject the AR Workshop brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date first set forth above.

FRANCHISEE:

FRANCHISOR:
AR WORKSHOP FRANCHISING, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A
Remodeling

EXHIBIT I

ACCOUNTANT AUTHORIZATION

AR WORKSHOP FRANCHISING, LLC

THIS ACCOUNTANT AUTHORIZATION ("Authorization") is entered into as of _____ by _____, a _____ (hereinafter referred to as "Franchisee").

WHEREAS, on _____, Franchisee and AR WORKSHOP FRANCHISING, LLC, a South Carolina limited liability company (hereinafter referred to as "AR WORKSHOP") entered into an agreement governing their franchise relationship ("Franchise Agreement"), hereby incorporated by reference; and

WHEREAS, Pursuant to Section 11 of the Franchise Agreement and the AR WORKSHOP Brand Standards Manual, Franchisee agrees to permit AR WORKSHOP to obtain directly from any and all of Franchisee's accounting and other financial institutions ("Service Providers") all of Franchisee's financial information.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisee hereto agrees as follows:

1. Franchisee hereby authorizes any and all of Franchisee's Service Providers to release directly to AR WORKSHOP all of Franchisee's financial information, confidential or otherwise, related to the franchised business and to permit AR WORKSHOP to inspect and copy such records, including, but not limited to, income, sales, payment tax returns, financial ledgers, accountant working papers, financial statements, and supporting bank statements, as AR WORKSHOP may request from time to time.
2. This Authorization is irrevocable and shall remain in effect from the date hereof so long as the Franchise Agreement is still in effect.
3. Franchisee hereby releases and forever discharges AR WORKSHOP and Service Providers from any and all liability associated with the release of Franchisee's financial information pursuant to this Authorization.
4. In event that any provision or portion of this Authorization shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Authorization be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.
5. This Agreement shall be governed by and construed and interpreted in accordance with the laws of North Carolina without reference to principles of conflict of laws.

By signing below you agree to be bound by the foregoing terms and conditions.

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT J

SBA ADDENDUM

SOP 50-10 5(j)

Appendix 9



ADDENDUM TO FRANCHISE¹ AGREEMENT

THIS ADDENDUM (“Addendum”) is made and entered into on _____, 20____, by and between _____ (“Franchisor”), located at _____, and _____ (“Franchisee”), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional

¹ While relationships established under license, jobber, dealer and similar agreements are not generally described as “franchise” relationships, if such relationships meet the Federal Trade Commission’s (FTC’s) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

Effective Date: January 1, 2018

renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee’s real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee’s employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By: _____
Print Name: _____
Title: _____

Authorized Representative of FRANCHISEE:

By: _____
Print Name: _____
Title: _____

Note to Parties: This Addendum only addresses “affiliation” between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

Effective Date: January 1, 2018

EXHIBIT K

ACH/EFT TRANSFER AGREEMENT

The undersigned depositor (“Franchisee” or “Payor”) hereby authorizes AR WORKSHOP FRANCHISING, LLC (“Franchisor” or “Payee”) to initiate debit entries and/or credit correction entries to the undersigned’s checking and/or savings account(s) indicated below and the bank designated below (“Bank”) to debit or credit such account(s) pursuant to Franchisor’s instructions.

Name of Person or Legal Entity of Franchisee: _____
ID Number: _____
Bank: _____
Branch: _____
City: _____ State: _____ Zip Code: _____
Bank Transit/ABA Number: _____
Account Number: _____

This authority is to remain in full and force and effect until sixty (60) days after Franchisor has received written notification from Franchisee of its termination.

FRANCHISEE/PAYOR:

By: _____
Name: _____
Title: _____
Date: _____

INDEMNIFICATION AGREEMENT

To the above named Payee and the Bank designated:

The Payor agrees with respect to any action taken pursuant above authorization:

1. To indemnify the Bank and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Bank in the regular course of business for the purpose of payment, including any costs or expenses reasonably in collection therewith.
2. To indemnify Payee and the Bank for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
3. To defend at Payor’s cost and expense any action which might be brought by any depositor or any other persons because of any actions taken by the Bank of Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Bank’s or Payee’s participation therein.

BE SURE THAT ALL INFORMATION ASKED FOR IS PROVIDED

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	May 22, 2023, as amended October 31, 2023 <u>Pending</u>
Hawaii	Not Registered
Illinois	April 20, 2023, as amended October 26, 2023 <u>Not Registered</u>
Indiana	April 20, 2023, as amended November 3, 2023 <u>Pending</u>
Maryland	Not registered <u>Registered</u>
Michigan	May 24, 2023 <u>Pending</u>
Minnesota	June 20, 2023, as amended November 15, 2023 <u>Pending</u>
New York	June 9, 2023, as amended November 1, 2023 <u>Pending</u>
North Dakota	May 19, 2023, as amended October 27, 2023 <u>Not Registered</u>
Rhode Island	Not Registered
South Dakota	April 20, 2023 <u>Pending</u>
Virginia	May 8, 2023, as amended October 27, 2023 <u>Pending</u>
Washington	July 10, 2023, amendment pending <u>Pending</u>
Wisconsin	April 20, 2023, as amended October 26, 2023 <u>Not Registered</u>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

You may return one copy of this receipt either by signing, dating and mailing it to AR WORKSHOP FRANCHISING, LLC, 315 Main Street, Suite AA, Pineville, North Carolina 28134, (919) 824-8609.

Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on 4/18/2024 2:52:45 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://manningfulton-mobility.imanage.work/LEGAL/3989152/1	
Modified DMS: iw://manningfulton-mobility.imanage.work/LEGAL/4103720/2	
Changes:	
<u>Add</u>	1276
<u>Delete</u>	1132
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	27
<u>Table Delete</u>	41
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	39
Embedded Excel	0
Format changes	0
Total Changes:	2515