

<b>Provision</b>	<b>Section in Franchise Agreement (unless otherwise specified)</b>	<b>Summary</b>
r. Non-competition covenants after the Franchise Agreement is terminated or expires	9(D)	For 2 years, no Competitive Business in your Territory, within a 25-mile radius of the outer boundary of your Territory, or inside the territory of another FIVE STAR PAINTING business.
s. Modification of the Franchise Agreement	14(B)	No modification of the Franchise Agreement except by written agreement of both parties.
t. Integration/merger clause	14(B)	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	11	Most disputes must be initially mediated. If a dispute is not resolved through the mediation process described in the Franchise Agreement, most disputes must be settled by litigation, subject to state law. Only if a court invalidates a jury waiver or a class action waiver will the dispute be resolved through arbitration, subject to state law.
v. Choice of venue	14(H)	Unless state law supersedes this provision, venue for mediation, arbitration, and litigation is in McLennan County, Texas.
w. Choice of law	14(G)(1)	Texas law applies unless state law supersedes this provision.

SEE THE ATTACHED STATE ADDENDA (Exhibit M) FOR ADDITIONAL DISCLOSURES.

## **ITEM 18**

### **PUBLIC FIGURES**

We do not use any public figure to promote our franchise business.

## **ITEM 19**

### **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the

actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The reporting franchisees in this Item 19 include franchisees who operate Five Star Painting® franchised businesses and ProTect Painters® franchised businesses. Franchisees are not required to use generally accepted accounting principles when reporting these figures.

As of December 31, 2024, there were 245 Five Star Painting and Protect Painters franchised businesses in operation in the United States, all of which were franchised businesses. Tables A and B of this Item 19 include data from 206 businesses (each a “Reporting Business”), which were all in operation and reporting sales for the full 12 months of 2024 (the “Reporting Period”). The information provided in Tables A and B of this Item 19 does not include data from (i) 21 franchised businesses that opened during the year 2024 and therefore were not in operation for the entire 12-month Reporting Period, (ii) 7 franchised businesses that underwent a transfer in 2024 and as a result did not report sales data for all twelve months of the Reporting Period, and (iii) 7 franchised businesses, which were owned by multi-unit franchisees who only reported Gross Sales data to us on an aggregated basis for all their franchised businesses; (iv) 4 franchised businesses that did not report sales data for 4 or more months during the Reporting Period due to illness, or other personal reasons.

Table B of this Item 19 includes data from 206 franchised businesses that reported sales during any part of the Reporting Period and were in operation at the end of the Reporting Period; Table B excludes data from 17 businesses that opened in the latter part of the Reporting Period and thus were in operation for too short of a time period during the Reporting Period.

Ten franchised businesses closed during the 2024 fiscal year, and so they did not report data to us for the entire 12-month Reporting Period and therefore their data is also excluded from this Item 19. Of the 10 businesses that closed during the Reporting Period, 1 business closed after being open for less than 12 months.

“Gross Sales” means the total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of - or in connection with – a franchised business whether under any of the Marks or otherwise. Gross Sales exclude sales taxes collected from customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing. Gross Sales also exclude sales from any Excluded Services (as defined in a mutually executed Excluded Services Addendum (see Schedule I to the Franchise Agreement).

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

Written substantiation for these financial performance representations will be made available to a prospective franchisee upon reasonable request.

#### **TABLE A – 2024 AVERAGE AND MEDIAN GROSS SALES PER CAPITA**

The following table provides the average and median annual Gross Sales Per Capita information for the Reporting Businesses for the Reporting Period.

Percentage or Quartile Rank (in Terms of Level of Gross Sales Per Capita) of the Reporting Businesses	Average Gross Sales Per Capita Attained by this Group	Highest Gross Sales Per Capita Attained by this Group	Lowest Gross Sales Per Capita Attained by this Group	Median Gross Sales Per Capita Attained by this Group	Number of Reporting Businesses in This Group	Number and Percent in Group That Attained the Average or Greater
1st Quartile	\$3.46	\$7.90	\$2.23	\$2.85	52	20 / 38%
2nd Quartile	\$1.57	\$2.19	\$1.12	\$1.52	51	22 / 43%
3rd Quartile	\$0.85	\$1.11	\$0.60	\$0.86	51	27 / 52.9%
4th Quartile	\$0.28	\$0.59	\$0.01	\$0.25	52	24 / 46.2%
100%	\$1.55	\$7.90	\$0.01	\$1.11	206	93 / 45%

We calculated the average and median Annual Gross Sales Per Capita as follows: (i) first, we received the annual Gross Sales of each Reporting Business during the Reporting Period, as provided to us through our Software System, (ii) then we calculated the total population in the territory of each Reporting Business (using third-party mapping software), (iii) we then divided each Reporting Business' total Gross Sales by the total population of the Reporting Business' territory (the "Individual Business Gross Sales Per Capita"), and (iv) then we calculated the average or median, as applicable, of all Reporting Businesses' Individual Business Gross Sales Per Capita during the Reporting Period. The highest and lowest Gross Sales Per Capita in this Table refer to the highest Individual Business Average Gross Sales Per Capita and the lowest Individual Business Average Gross Sales Per Capita, respectively.

**TABLE B – 2024 AVERAGE AND MEDIAN GROSS SALES PER JOB**

The following table provides the average and median Gross Sales Per Job for 206 Reporting Businesses for the Reporting Period.

Percentage or Quartile Rank (in Terms of Level of Average Gross Sales Per Job) of Franchised Businesses 2023	Average Gross Sales Per Job Attained by this Group	Highest Gross Sales Per Job Attained by This Group	Lowest Gross Sales Per Job by Attained by This Group	Median Gross Sales Per Job Attained by this Group	Number in This Group	Number and Percent in Group That Attained the Average or Greater
1st Quartile	\$6,461	\$13,825	\$5,176	\$5,910	52	18 / 34%
2nd Quartile	\$4,588	\$5,094	\$4,187	\$4,632	51	27 / 52%
3rd Quartile	\$3,952	\$4,183	\$3,578	\$3,987	51	30 / 58%
4th Quartile	\$3,042	\$3,573	\$1,168	\$3,189	52	33 / 63%
100%	\$4,513	\$13,825	\$1,168	\$4,185	206	108 / 52%

We calculated the average and median Gross Sales Per Job as follows: (i) first, we received the annual Gross Sales of each Reporting Business during the Reporting Period, as provided to us through our Software System, (ii) we then received the total number of jobs of each Reporting Business during the Reporting Period, as provided to us through our Software System, (iii) next we divided the annual Gross Sales for each Reporting Business by the total number of jobs for that Reporting Business to determine each Reporting Business' average annual Gross Sales per job (the "Individual Business Per-Job Average"), and (iv) then we calculated the average and median of all Reporting Businesses' Individual Business Per-Job Average for the Reporting Period. The highest and lowest Gross Sales per Job in this Table B refer to the highest Individual Business Per-Job Average and the lowest Individual Business Per-Job Average, respectively.

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 David Sutter, 1010 N. University Parks Drive, Waco, Texas 76707, (254) 745-2400, the Federal Trade Commission, and the appropriate state regulatory agencies.

## **ITEM 20**

### **OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**Systemwide Outlet<sup>1</sup> Summary**  
**For Years 2022 - 2024**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at Start of Year</b>	<b>Outlets at End of Year</b>	<b>Net Change</b>
<b>Franchised</b>	2022	225	230	+5
	2023	230	234	+4
	2024	234	245	+11
<b>Company-Owned</b>	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
<b>Total Outlets</b>	2022	225	230	+5
	2023	230	234	+4
	2024	234	245	+11

<sup>1</sup> Included in "outlets" are all Five Star Painting and Protect Painters franchised businesses that have opened an operating location. Neither sale of a new territory to an existing franchisee where a separate operating location will not be opened nor execution of a franchise agreement for a new location where the location is not yet open are included.