
FRANCHISE DISCLOSURE DOCUMENT

DECK RESCUE[®]

DECK RESCUE[™] FRANCHISING, LLC

DECK RESCUE[™] FRANCHISING, LLC

An Ohio Limited Liability Company

8494 Norwalk Road

Litchfield, Ohio 44253

Phone: (888) 949-3625

www.deckrescue.net

DECK RESCUE™ FRANCHISING, LLC

8494 Norwalk Road
Litchfield, Ohio 44253
(330) 764-3007

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The franchise described in this disclosure document is for the operation of a business which provides pressure washing, sealing and staining of exterior surfaces. While primarily focused on wooden structures such as decks, fences, playsets, wood-sided or log homes, it also includes concrete washing and sealing as well as vinyl siding washing. This business is operated under the name "Deck Rescue™" and is called the "Franchise" or the "Franchise Business". Deck Rescue™ Franchising, LLC is the entity which franchises the Franchise Businee (Franchisor).

The estimated total investment necessary to begin operation of Deck Rescue™ franchise ranges from \$40,100 - \$114,900. This includes \$25,000 that must be paid to the Franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the Franchisor or an affiliate in connection with the proposed franchise sale.

You may also receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Deck Rescue™ Franchising, LLC at 8494 Norwalk Road, Litchfield, Ohio 44253 and (330) 764-3007.

Note, however, that no governmental agency has verified the information contained in this document.

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 a trusted advisor, such as an accountant or lawyer.

Buying a franchise is a complex investment. The information in this 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.

Effective Date: _____

STATE COVER PAGE

Your state may have a franchise law that requires a Franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE.

Call the state franchise administrator listed in Exhibit A for information about the Franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN OHIO. OUT-OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN OHIO.
2. THE FRANCHISE AGREEMENT STATES THAT OHIO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.
4. THERE MAY BE STATE OR LOCAL LAWS THAT APPLY TO THE FRANCHISE BUSINESS. YOU SHOULD INVESTIGATE AND BE PREPARED TO COMPLY WITH ALL STATE AND LOCAL LAWS

While we currently do not, we may at some future date use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source is our agent and represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin. If a date is listed, we have filed in that state. If no date is listed, we have not yet filed and until filed, we may not yet offer a franchise in that state. Please contact us for more details.

California	
Florida	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

To simplify the language in this Offering Circular, the words “we,” “our,” “Franchisor” and “us” refer to Deck Rescue™ Franchising, LLC, the Franchisor of this business. “You” and “your” refer to the person who buys the franchise, whether you are an individual, corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this Offering Circular also apply to your owners and will be noted.

The Franchisor

We were formed in the State of Ohio on July 13, 2006 for the sole purpose of offering Deck Rescue™ franchises. Our principal business address is 8494 Norwalk Road, Litchfield, Ohio 44253. We do business under our corporate name and the name “DECK RESCUE™.” We have offered franchises since December 2006. We have not previously offered franchises in this or in any other line of business.

The Franchise Business can operate from your home (subject to zoning restrictions) or from a business location.

If approved by us, you will have a right to sign a Franchise Agreement (“Franchise Agreement”) for the establishment and operation of a Franchise. Your Franchise is for a geographic area that is designated for you (the “Territory”). Your Territory is mutually determined by you and us and is described in the Franchise Agreement. The Territory generally would include approximately 80,000 households (“Standard Territory”) and by agreement if you wish additional Territory, the franchise fee will be higher based upon a larger territory of \$10,000 for each additional 40,000 household territories. The initial term of the Franchise is five (5) years and you will have an option to renew for three (3) additional 5-year renewal periods.

The terms of each offer we make for franchises under this disclosure document are the same. We reserve the right to change franchise terms for future Franchisees. If we do so, this disclosure document may be modified to reflect such changes.

We are not engaged in any other line of business and we do not own or operate a Deck Rescue™ Business; however, as described below, our Affiliate operates a Deck Rescue™ Business in Ohio.

Our agents for service of process are listed in Exhibit G.

Our Parents, Predecessors and Affiliates

Our predecessor was Deck Rescue™, a sole proprietorship owned and operated by our principal David Hydock from May 1995 to June 2006. The predecessor provided the same types of services being franchised under this offering. Our predecessor has not offered franchises. We have no other predecessors. Our affiliate, Deck Rescue™, LLC was formed in Ohio on July 13, 2006 and is located at 8494 Norwalk Road, Litchfield, Ohio 44253. Our affiliate has owned and operated a Deck Rescue™ business in Litchfield, Ohio, since July 2006. We have no other affiliates. Our affiliate does not currently offer or has not previously offered franchises in any other line of business. We have no corporate parent.

The Franchise Offered

The Franchise Business provides pressure washing, sealing and staining of exterior surfaces. While primarily focused on wooden structures such as decks, fences, playsets, wood-sided or log homes, it also includes concrete washing and sealing as well as vinyl siding washing. You must operate the Franchised Business in accordance with our standards, methods, procedures and specifications, which we refer to as our “System” and which is more particularly described in our Franchise Agreement attached as Exhibit A. We may permit certain qualified franchisees to operate a pre-existing Non-Franchised Business concurrently with, but separate from, a Deck Rescue™ Business from the same location. The Non-Franchised Business must be one that does not offer any product or service offered by Deck Rescue™ Businesses and does not compete with Deck Rescue™ Businesses.

General Description of the Market and Competition

Our concept is targeted to residential and commercial property owners. We are one of a number of businesses offering power-washing and restoration of wooden decks and fences and the market is deemed to be developed. As a Franchisee, you will compete with a variety of other businesses that provide similar services. Your competition may be local, independently owned businesses or may be part of a regional or national chain or franchise.

Regulations Specific to the Industry

You must comply with all laws, rules and regulations governing the operation of the Franchised Business and obtain all permits and licenses necessary to operate the Franchised Business. Ohio and other states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Franchised Business, including those which: (a) require a certification or other state license; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements and restrictions on smoking; (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 or other hazardous materials; and (f) regulate businesses that sell to homeowners at their homes rather than business locations. Certification and license requirements vary from state to state. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your franchise and should consider both their effect and cost of compliance. Under the Franchise Agreement, you alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you.

Area Development

Currently we have not created an area development program for prospective franchisees. If you might be interested in opening multiple franchises, we will discuss that option with you and provide additional documentation to implement any multiple Franchise Agreements.

ITEM 2. BUSINESS EXPERIENCE

President/Owner: David T. Hydock

Mr. Hydock has served as our President and Owner located in Litchfield, Ohio since our formation in July 2006. Mr. Hydock has served as President and Owner of our affiliate Deck Rescue™, LLC in Litchfield, Ohio since its formation in July 2006. From May 1995 to July 2006 Mr. Hydock operated a Deck Rescue™ Business as a sole proprietorship located in Litchfield, Ohio.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Offering Circular.

ITEM 4. BANKRUPTCY

No person previously identified in ITEMS 1 or 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this ITEM.

ITEM 5. INITIAL FEES

You must pay us an initial Franchise Fee of \$25,000. The initial Franchise Fee is paid to us in a lump sum when you sign the Franchise Agreement and is nonrefundable. The initial fee will entitle you to a territory consisting of up to approximately 80,000 households (Standard Territory). With prior agreement, you may acquire additional territory to be covered by your franchise beyond the Standard Territory consisting of an additional 40,000 households or such other number as mutually agreed upon. If you acquire additional territories there is an additional franchise fee of

\$10,000 for each additional territory. Agreements must be reached at the time of the Franchise Agreement to include all covered territories. The Franchise Fee is payment, in part, for expenses incurred by us in furnishing assistance and services to you as set forth in the Franchise Agreement and for costs incurred by us, including general sales and marketing expenses, training, legal, accounting and other professional fees. Franchise Fee is uniform for all franchisees.

The Franchise Fee is fully earned and nonrefundable if the Franchise Agreement is terminated for any reason other than our breach. However, we will refund 50% of the Franchise Fee if we terminate the Franchise Agreement before you begin operations of the Franchised Business based on one of the following reasons: (a) you fail to timely select a location for your Franchised Business meeting our approval ("Approved Location"); or (b) we, in our discretion, have determined that you are unable to satisfactorily complete the pre-initial training certification or the training program described in ITEM 11 of this Offering Circular.

The nonrefundable portion of the Franchise Fee is compensation to us for our efforts in offering and selling a franchise to you, for our franchise sales and marketing activities to promote the sale of a franchise to qualified franchisees, our participation in the franchise sale, our legal compliance with franchise laws and regulations, site selection assistance and guidelines, the development and hosting of initial training programs and our participation in terminating the franchise.

The following chart outlines the fees and expenses you will pay us at the time of signing your franchise agreement:

Franchise Fee	\$ 25,000
Additional Territory Fee	\$10,000 per territory

ITEM 6. OTHER FEES

Below is a detailed description of other recurring or isolated fees or payments that you must pay to us or that we impose or collect for a third party under the terms of the Franchise Agreement.

Name of Fee	Amount	Due Date	Remarks
Royalty Fee ¹	5% of the first \$150,000 of Gross Sales in each year	Seventh day of each month	

Name of Fee	Amount	Due Date	Remarks
Marketing Fund Contribution	2% of the first \$150,000 of Gross Sales in each year	Seventh day of each month	
Local Advertising	At least 3% of Gross Sales	Monthly	
Cooperative Advertising	Any or all of the Marketing Fund Contribution plus any or all of required Local Advertising may be re-designated for Cooperative Advertising	As directed	We may establish and administer a Cooperative Advertising program within your regional marketing area. Payable as directed to us or an advertising cooperative.
Audit Expenses ³	All costs and expenses associated with audit	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of at least 3% or an underutilization of local advertising of more than 3%.
Late Fees	1.5% per month or the highest rate allowed by the law of the state where you are located, whichever is less	Upon demand	Applies to all overdue Royalty Fees, Marketing Fund Contributions and other amounts due to us. Also applies to any understatement in amounts due revealed by an audit.
Approval of Products or Suppliers ⁴	All reasonable costs of evaluation plus \$2,000	Time of evaluation	Applies to new suppliers you wish to purchase from or products you wish to purchase that we have not previously approved.
Insurance Policies	Amount of unpaid premiums plus our reasonable	Upon demand	Payable only if you fail to maintain required insurance

Name of Fee	Amount	Due Date	Remarks
	expenses in obtaining the policies		coverage and we obtain coverage for you.
Transfer Fee	\$10,000	At the time of transfer	The fee is only \$1,000 if transfer is to another franchisee.
Renewal Fee	\$500	Upon Renewal	Paid if you renew your franchise.
System Modifications	To be determined at the time of change.	As required	If we decide to modify the System by requiring new equipment, fixtures, software, trademarks, etc., you must make the modifications at your expense.
Substitute or New Manager Training	Normally a new manager will be trained without a training fee but you will be responsible for any costs incurred by the manager.	Time of training	If your Designated Manager does not satisfactorily complete our initial training program (or if you replace your Designated Manager), a substitute (or your replacement manager) must complete our initial training program. We may charge you for additional training. We may charge you for this training if the manager does not successfully complete the training.
Customer Service	All costs incurred in assisting your customers	Upon demand	If we elect in our sole discretion to solve a customer service problem, you will be responsible for reimbursing us for our costs and expenses.

Name of Fee	Amount	Due Date	Remarks
Ongoing Training Programs ⁵	You must pay your expenses as well as employees' expenses in attending	Time of program	No tuition or training fees are assessed; attendance will not be required more than 2 times per year and collectively will not exceed 4 days in any year. You are responsible for travel costs, room and board and employees' salaries.
Additional Training	Rates as published in the Manual; currently, \$500 per day, plus our expenses and your expenses as well as your employees' expenses in attending	Time of service	We provide initial training for you and 1 additional person. You pay for additional training if you request it. You are responsible for travel costs, room and board and employees' salaries.
Additional Operations Assistance	Rates as published in the Manual, currently, \$500 per day, plus our expenses	Time of assistance	We provide assistance around the beginning of operations. You pay for additional assistance if you request it.
Cost of Enforcement	All costs including attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing obligations if we prevail.
Temporary Management Assistance	Rates as published in the Manual, currently, \$200 per day, plus our expenses	Each month that it applies	Following the delivery of a notice of termination of the Franchise Agreement, we may assume operation of the Franchised Business until such time as you correct the breach resulting in the notice of termination. Additionally, following your death or Incapacity or the death or Incapacity of any holder of a

Name of Fee	Amount	Due Date	Remarks
			legal or beneficial interest in the Franchised Business, if necessary in our discretion, we may assume operation of the Franchised Business until the deceased or incapacitated individual's interest is transferred to a third party approved by us. We may charge a management fee during the time we are operating your Franchised Business and we will also be entitled to reimbursement of any expenses we incur that are not paid out of the operating cash flow of the Franchised Business.
Indemnification	All costs including attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Franchised Business.
Liquidated Damages	In addition to fees owed through the date of termination, you will owe us an additional royalty fee equal to two years anticipated lost royalty fees.	Upon demand	

No other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any other third party. All fees are generally nonrefundable.

NOTES

¹ All fees imposed by and payable to us are uniform to Franchisees and offered under this disclosure document. We reserve the right to change the terms in the future for later Franchisees. All fees are non-refundable.

We are permitted to collect royalties, fees and other payments you owe us using ACH or similar electronic payment using your checking account as specified and a bank authorization agreement. You must sign a bank authorization agreement in the form we specify and you must maintain at all times adequate funds to satisfy any draw we make on the account you designate. You must provide us with at least 30-days written notice on any changes to the account that may affect our ability to collect any payment. If you fail to pay your monthly royalty or other fees on time, you authorize us to immediately charge your credit card at the minimum amounts due along with any late fee.

² "Gross Sales" means the aggregate of all revenue from the sale of products and services from all sources in connection with the Franchised Business whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance, but excluding all refunds made in good faith, any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, and the value of any allowance issued or granted to any client of the Franchised Business that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Business.

²³ Currently, we do not have sufficient information to provide you an estimate of your costs to reimburse us after an audit that shows an understatement in amounts due us. If you are required to reimburse us the costs of an audit, the reimbursement will not exceed our actual costs.

⁴ The cost to approve a new supplier or product varies depending on the availability of product samples for testing, shipping costs or travel costs to review the product, the type of product under review, the availability of objective information relating to a particular product or supplier, whether the product or supplier has been rated or reviewed by associations in this or other industries, and other similar factors. The cost charged will be our out-of-pocket expenses plus \$2,000 for our time.

⁵ Attendance at our ongoing training programs, seminars or conferences is mandatory for your Designated Manager. We do not charge an attendance fee for mandatory ongoing training programs, seminars and conferences, however you are responsible for transportation and expenses for meals and lodging while attending ongoing training programs. The total cost may vary depending on the number of people attending, how far you travel and the type of accommodations you choose.

ITEM 7. ESTIMATED INITIAL INVESTMENT

We anticipate that you will incur the following estimated initial expenditures in the establishment of a Deck Rescue™ Business.

Names of Expenditures	Actual or Estimated Amounts For You	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ¹	\$ 25,000 - 45,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Real Estate/Rent ²	0 - 1,000	As Arranged	Before Beginning Operations	Third Parties
Utility Deposits ³	0 - 100	As Arranged	Before Beginning Operations	Third Parties
Leasehold Improvements ⁴	0 - 2,500	As Arranged	Before Beginning Operations	Third Parties
Equipment ⁵	0 - 6,000	As Arranged	Before Beginning Operations	Third Parties
Insurance ⁶	1,000 - 3,500	As Arranged	Before Beginning Operations	Third Parties
Office Equipment and Supplies ⁷	0 - 2,500	As Arranged	Before Beginning Operations	Approved Suppliers Third Parties
Initial Inventory ⁸	500 - 1,000	As Arranged	Before Beginning Operations	Approved Suppliers Third Parties
Training ⁹	0 - 5,000	As Arranged	Before Beginning Operations	Third Parties
Signage ¹⁰	200 - 500	As Arranged	Before Beginning Operations	Third Parties
Vehicle ¹¹	0 - 20,000	As Arranged	Before Beginning Operations	Third Parties
Grand Opening ¹²	3,000	As Arranged	First 3 Months Of Operation	Third Parties
Licenses & Permits ¹³	0 - 100	As Arranged	Before Beginning Operations	Licensing Authority

Names of Expenditures	Actual or Estimated Amounts For You	Method of Payment	When Due	To Whom Payment Is To Be Made
Dues & Subscriptions ¹⁴	0 - 300	As Arranged	Before Beginning Operations	Third Parties
Legal & Accounting ¹⁵	400 - 3,500	As Arranged	Before Beginning Operations	Attorney
Additional Funds/ Working Capital ¹⁶ (3 months)	10,000 - 20,000	As Arranged	As Necessary	You Determine
TOTAL ¹⁷	\$40,100 - \$114,900			

NOTES

¹ Franchise Fee. The Franchise Fee is described in greater detail in ITEM 5 of this Offering Circular and varies if you desire an additional territory.

² Real Estate/Rent. You may operate the Franchised Business from your home if permitted by law in your area. If you must lease a space, your lease costs can vary based upon variance in square footage, cost per square foot and required maintenance costs. We assume that you will have to pay the first month's rent and a security deposit equal to one month's rent in advance. The rent you pay is typically not refundable, but your security deposit may be under certain circumstances. The estimated range of costs in this category includes your costs to rent the facility for one month and your costs to enter into a lease agreement since we assume you will have to pay the first month's rent and a security deposit equal to one month's rent in advance to enter into a lease for the facility. Estimated rental costs for an additional 2 months are included with the category "Additional Funds/Working Capital," (see Note 16 below).

³ Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits in connection with services such as electric, telephone, gas and water. The amount of the deposit and whether the deposit is refundable will vary depending upon the policies of the local utilities. You should contact your local utilities for more information.

⁴ Leasehold Improvements. Whether or not you rent space, you may need or choose to make minimal renovations. The cost of leasehold improvements will vary based upon size, condition and location of the premises, local wage rates and material costs. The amounts you pay for leasehold improvements are typically not refundable.

⁵ Equipment. We will provide a basic equipment package, such as a Jobpro 6.5 hp power washer, a Titan airless paint sprayer, a backpack pump sprayer and a small equipment package including tarps, paint brushes, a garden hose, mineral spirits and hand tools if you purchase a second set of equipment there is an additional fee. We do not know if the amounts you pay for equipment are refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

⁶ Insurance. You must purchase the type and amount of insurance specified. of the Franchise Agreement in addition to any other insurance that may be required by applicable law, any lender or your landlord. The amounts you pay for insurance are typically not refundable.

⁷ Office Equipment and Supplies. You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

⁸ Initial Inventory. You must purchase an initial inventory of stains and deck cleaners. The cost of these items may vary based on manufacturers' discounts and specials at the time of purchase and other factors. We do not know if the amounts you pay for initial inventory are refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

⁹ Training. The cost of initial training tuition is included in the Franchise Fee, but you are responsible for transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. These expenses are typically not refundable.

¹⁰ Signage. This range includes the cost of all signage used in the Franchised Business. The signage requirements include decals for a truck and yard signs to be placed in the customers' yards. The amounts you pay for signage are typically not refundable.

¹¹ Vehicle. If you do not have a suitable vehicle, as solely determined by us, you will need to purchase a vehicle meeting our specifications to accommodate the required equipment. The low cost assumes you already have a suitable vehicle and the high cost represents the straight purchase of a new vehicle. The amounts you pay for a vehicle are typically not refundable.

¹² Grand Opening. You must spend a minimum of \$3,000 on Grand Opening Advertising during the first 3 months of operation. You may choose to spend more. 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 cost, location of the Franchised Business, time of year and customer demographics in the surrounding area. The amounts you spend for Grand Opening Advertising are typically not refundable.

¹³ Licenses & Permits. Local government agencies typically charge fees for a service vendor license, operating licenses and sales tax licenses, among other things. Your actual costs may vary based on the requirements of local government agencies. These fees are typically not refundable.

¹⁴ Dues & Subscriptions. We recommend you join the local Chamber of Commerce and other local business networking organizations. These expenses are typically not refundable.

¹⁵ Legal & Accounting. You may want to employ an attorney, accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rates of local attorneys, accountants and consultants. These fees are typically not refundable.

¹⁶ Additional Funds/Working Capital. We recommend that you have a minimum amount of working capital available to cover operating expenses for the first 3 months that the Franchised Business is open. However, we cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically not refundable.

¹⁷ Total. In compiling this chart, we relied on our and our Affiliate's President's combined industry experience and experience in operating a Deck Rescue™ Business since 1995. The amounts shown are estimates only and may vary for many reasons including the capabilities of your management team, where you locate your Franchised Business and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the Franchised Business.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as indicated below, you are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory or real estate relating to the establishment or operation of the Franchised Business from us or our designees.

Required Services, Equipment, Products, Supplies and Materials

You must furnish and equip the Franchised Business according to our standards and specifications in accordance with the Manual. Many of the products, supplies and services needed in connection with establishing and operating your Franchised Business, such as stains, deck cleaners and other supplies, signs, equipment and other items and services, must meet our specifications for appearance, quality, performance and functionality, among other things. We list the specifications for these items and services in the Manual or in other written or electronic communications provided to you. We may change the specifications and sources based on changes or improvements in products as we will describe in the Manual from time to time and you are required to incorporate those changes as directed.

Many of the products, supplies and services discussed above may only be purchased from Approved Suppliers in accordance with the Manual. We will provide you with a list of these items and services and their Approved Suppliers, which may include or be limited to us or an Affiliate. Currently, neither we nor our Affiliate are an Approved Supplier of products, supplies or services for our franchisees. If you want to use any item or service in establishing or operating the Franchised Business that we have not approved (for items or services that require supplier approval), you must first send us sufficient information, specifications or samples for us to determine whether the item or service complies with our standards and specifications or whether the supplier meets our Approved Supplier criteria. You must reimburse us for all of our reasonable expenses in connection with determining whether we will approve an item, service or supplier plus pay a fee of \$2,000. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the items or services or if you may purchase from the supplier. Our approval process generally focuses on the supplier's dependability, general reputation and ability to provide sufficient quantity of product or services, and the products' or services' prices and quality.

Revenue From Franchisee Purchases

During the fiscal year ending December 31, 2020, we have not received any money from the sale of equipment product supplies and materials to our Franchisees. We estimate that the percentage of required purchases in accordance with the specifications as to all purchases by you of goods and services is 25% in establishing the business and 80% of your total purchases during the operation of the Business.

If we sell certain equipment product supplies and materials to our Franchisees for use in the operation of the Franchise we will sell you reasonable quantities of these items in the same manner and the same pricing and payment structure as they are provided to other Franchisees. These prices may include a markup over our cost, which covers our administrative expenses. We have from time to time negotiated certain arrangements with suppliers, which might include price terms for the benefit of Franchisees. In 2020, we did receive a rebate from one of the companies that supplies

products to our Franchisees based on volume of purchases. We reserve the right to retain these revenues to use at our discretion in the Business. We may also receive rebates or incentives from other vendors or suppliers from time to time.

Computer System

You are required to purchase and use computer hardware and software described in The Manual. We do not derive revenue as a result of the point-of-sale system or computer hardware and software.

Insurance

You must purchase and maintain in effect during the term of the Franchise Agreement the type and amount of insurance as specified in the Manual from time to time. of the Franchise Agreement in addition to any other insurance that may be required by applicable law and any lender or lessor. Your insurance policies must name us as an additional insured and/or loss payee. We do not receive any revenue or discounts or rebates as a result of your purchase of insurance.

Miscellaneous

We may negotiate purchase agreements, including group rates and price terms with suppliers, for purchases of equipment and supplies necessary for the operation of the Franchised Business. Presently we have a price protection program with Sherwin Williams in some markets but it can change that program at any time, there are no purchase or supply agreements in effect and no purchasing or distribution cooperatives that you must join.

We do not provide material benefits to you (such as renewal rights or the right to open additional Deck Rescue™ Businesses) based on whether or not you purchase through the sources we designate or approve; however, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will entitle us to, among other things, terminate the Franchise Agreement.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other ITEMS of this Offering Circular.

Obligation		Section In The Franchise Agreement	ITEM In the Offering Circular
a.	Site selection and acquisition/lease	Sections 2 and 5.	ITEMS 11 and 12
b.	Pre-opening purchases/leases	Sections 5, 13 and 15.	ITEMS 7 and 8
c.	Site development and other pre-opening requirements	Sections 5 and 8.	ITEMS 7, 8 and 11
d.	Initial and ongoing training	Section 8.	ITEMS 6, 7 and 11
e.	Opening	Sections 5, 8 and 11.	ITEM 11
f.	Fees	Sections 3, 5, 8, 10, 11, 12, 13, and 15.	ITEMS 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	Sections 5, 6, 9, 10, and 13.	ITEMS 8 and 16
h.	Trademarks and proprietary information	Sections 6, 7, and 9.	ITEMS 13 and 14
i.	Restrictions on products/services offered	Sections 5, 6, 9, and 13.	ITEMS 8 and 16
j.	Warranty and customer service requirements	Section 13.	ITEM 16
k.	Territorial development and sales quotas	None	ITEM 12
l.	Ongoing product/service purchases	Section 13.	ITEMS 8 and 11
m.	Maintenance, appearance and remodeling requirements	Sections 5, 10, and 13.	ITEM 6
n.	Insurance	Section 15.	ITEMS 6, 7 and 8
o.	Advertising	Section 11.	ITEMS 6 and 11
p.	Indemnification	Section 22.	ITEM 6
q.	Owner's participation/management/staffing	Section 13.	ITEM 15
r.	Records and reports	Section 12.	ITEM 11

Obligation		Section In The Franchise Agreement	ITEM In the Offering Circular
s.	Inspections and audits	Sections 6 and 12.	ITEMS 6, 11 and 13
t.	Transfer	Section 19 and Exhibit 1	ITEM 17
u.	Renewal	Section 4 and Exhibit 1	ITEM 17
v.	Post-termination obligations	Section 17 and Exhibit 2	ITEM 17
w.	Non-competition covenants	Sections 7 and 18 and Exhibit 2	ITEM 17
x.	Dispute resolution	Section 24	ITEM 17
y.	Taxes/Permits	Section 13	N/A
z.	Owners/Shareholders Guarantee	Section 23	ITEM 15

ITEM 10. FINANCING

We do not offer direct or indirect financing.

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

Except as listed below, we need not provide any assistance to you under the Franchise Agreement.

A. Before you open your Franchised Business, we will:

1. designate the Protected Territory within which you will operate the Franchised Business. See Section 2 of the Franchise Agreement for additional information on the Protected Territory.
2. provide you with our criteria for a vehicle and other equipment necessary for the operation of the Franchised Business. (Sections 8 and 9 of the Franchise Agreement.)
3. provide you with a training manual and test that is part of a training

program.. (Section 9 of the Franchise Agreement.)

4. provide you with our training program. Our training program is described in detail later in this ITEM. (Section 8 of the Franchise Agreement.)

5. provide to you on-site assistance and guidance to assist you with the opening of the Franchised Business. (Section 8 of the Franchise Agreement.)

6. provide to you, on loan, one copy of the Deck Rescue™ Operations Manual, or grant you access to an electronic copy of the Manual. The Table of Contents of the Operations Manual, along with number of pages devoted to each section, is included as Exhibit H to this Offering Circular. (Section 9 of the Franchise Agreement.)

B. After the opening of the Franchised Business, we will:

1. periodically advise you and offer you general guidance by telephone, e-mail, facsimile, newsletters and other methods. Our guidance is based on our industry experience and our Affiliate's experience in operating a Deck Rescue™ Business. This advice and guidance may consist of knowledge and experience relating to the authorized services or products, as well as operational methods, accounting procedures, and marketing and sales strategies. (Section 8 of the Franchise Agreement.)

2. at our discretion, periodically visit the Franchised Business to advise, assist and guide you in various aspects of the operation and management of the Franchised Business. (Section 10 of the Franchise Agreement.)

3. make available to you operations assistance and ongoing training as we deem necessary. (Section 8 of the Franchise Agreement.)

4. make available to you changes and additions to the System as generally made available to all franchisees. (Section 10 of the Franchise Agreement.)

5. periodically provide advertising and promotional materials including ad-slicks, brochures, fliers and other materials for your purchase to use in your business. (Section 11 of the Franchise Agreement.)

6. approve forms of advertising materials you will use for Local Advertising, Grand Opening Advertising and Cooperative Advertising. (Section 11 of the Franchise Agreement.)

7. provide you with modifications to the Manual as they are made available to franchisees. (Section 9 of the Franchise Agreement.)

C. Advertising and Promotion

1. During your first 3 months of operation, you must spend at least \$3,000 on Grand Opening Advertising, including print or news media or direct mail advertising, or other solicitation and promotional efforts. We will provide you with guidance for conducting Grand Opening Advertising, and we will review and approve the materials you use in your Grand Opening Advertising. (Section 11 of the Franchise Agreement.)

2. Each month, you must spend at least 3% of your Gross Sales on advertising, promotions and public relations in the local area surrounding the Franchised Business. You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines and we will review and approve your advertisements. Each month, you must give us an accounting of the last month's advertising activities. (Section 11 of the Franchise Agreement.)

3. We have a System-wide Marketing Fund, and, you will be required to contribute 2% of your monthly Gross Sales up to the first \$150,000 of annual Gross Sales to the fund. (Section 11 of the Franchise Agreement.) We will administer the Marketing Fund as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the Marketing Fund.

(b) We may use your contributions to meet any cost of, or reimburse us for our cost including our time of, producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; developing and/or hosting an Internet web page of similar activities; employing advertising agencies to assist therein; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees). We reserve the right to modify the use of the funds in marketing and promotion from time to time.

(c) We will attempt to use the contributions in the fiscal year they are made. We will use any interest or other earnings of the Marketing Fund before using current contributions. We intend for the Marketing Fund to be perpetual, but we have the right to

terminate it if necessary. We will not terminate the Marketing Fund until all contributions and earnings have been used for advertising and promotional purposes or have been returned to our franchisees on a *pro rata* basis.

(d) All Deck Rescue™ Businesses owned by our Affiliate(s) or us will make similar contributions to the Marketing Fund as required of franchisees. We may provide in-kind services in lieu of monetary contributions.

(e) We will maintain separate financial records for Marketing Fund and we will provide you with a copy if you request it.

(f) The Marketing Fund is not a trust and we assume no fiduciary duty in administering the Marketing Fund.

4. Although we are not obligated to do so, we may create a Cooperative Advertising program for the benefit of all Deck Rescue™ Businesses located within a particular region. We have the right to (a) allocate any portion of the Marketing Fund to a Cooperative Advertising program; and (b) collect and designate all or a portion of the Local Advertising for a Cooperative Advertising program. We will determine the geographic territory and market areas for each Cooperative Advertising program. You must participate in any Cooperative Advertising program established in your region. If a Cooperative Advertising program is implemented in a particular region, we may establish an advertising council for franchisees in that region to self-administer the program. If we establish a Cooperative Advertising program or programs with or without an advertising council, there are no limits on our rights to change, dissolve or merge such program(s) and/or council(s) at any time. (Section 11 of the Franchise Agreement.)

5. You must advertise a separate telephone number for the Franchised Business (Section 11 of the Franchise Agreement.)

6. Under the Franchise Agreement, you are restricted from establishing a presence on, or marketing using, the Internet in connection with the Franchised Business without our prior written consent. We have established and maintain an Internet website at the uniform resource locator www.deckrescue.net that provides information about the System and about Deck Rescue™ Businesses. We may (but we are not required to) include at the Deck Rescue™ website an interior page containing information about your Franchised Business. If we include such information on the Deck Rescue™ website, we have the right to require you to prepare all or a portion of the page, at your expense, using a template that we provide. All such information shall be subject to our approval prior to posting. You may establish a presence on social media such as Facebook but the site must be only for Deck Rescue™ business and may not include other business options or personal or family business on the site. It is to be a business site. You will

be required to assign those sites to us in the event of a termination of the Franchise. (See Section 11 of the Franchise Agreement.)

D. Computer/Point-of Sale System

We have the right, under the Franchise Agreement, to require you to purchase or lease and use any and all hardware and computer software programs that we may designate. (Section 12 of the Franchise Agreement.) Presently, we do not require you to purchase any specific hardware components or equipment but you must purchase software for database management.

E. Customer Service

We may at our option advise you regarding customer complaints you may receive. We believe it is good business that you respond to any customer complaint within three (3) days of the receipt of any such complaints. (See Section 14 of the Franchise Agreement.)

F. Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of a Deck Rescue™ Business is 90 days. Factors that may affect your beginning operations include ability to secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. You are required to open your Franchised Business and be operational within 180 days after signing the Franchise Agreement. (Section 5 of the Franchise Agreement.)

G. Training

We will conduct an initial training program that the Designated Manager (or you, if you are not a corporation or other business entity) must attend and complete to our satisfaction. Although initial training is mandatory for the Designated Manager, it is also available for one additional assistant. Training will take place at our headquarters, or at another location we designate. The initial training program covers the business and administrative aspects of the operation of a Deck Rescue™ Business, including sales and marketing methods; financial controls; maintenance of quality standards; Deck Rescue™ methodology; customer service techniques, record keeping and reporting procedures, other operational issues and on-the-job training. All franchisees must complete initial training to our satisfaction. We expect franchisees will advance through the training program at different rates depending on a variety of factors such as background and experience. Accordingly, the time frames provided in the following chart are an estimate of the time it will take to complete training. If you replace your Designated Manager, your new

Designated Manager must attend our training program. We do not charge for initial training, however, you must pay for all travel costs and living expenses for yourself and any of your attendees. You may be charged fees for additional training of a new Designated Manager. You are obligated to train your own employees and other management personnel. This initial training is in addition to the on-site opening assistance we provide to you. (Section 8 of the Franchise Agreement.)

SUBJECT	INSTRUCTIONAL MATERIAL	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	INSTRUCTOR
Introduction/ Business Overview	Manual	1	-	Dave Hydock
Money Management/ Financial Planning	Manual	1	-	Dave Hydock
Sales and Marketing	Manual	1	-	Dave Hydock
Calling Customers and Scheduling Jobs	Manual	1	-	Dave Hydock
Database Management/ QuickBooks Pro	Manual, QuickBooks Pro Manual and Software	1	-	Dave Hydock
Power-Washing Decks and Fences	Manual, Training Videos	1	-	Dave Hydock
Staining Decks and Fences	Manual, Training Videos	1	-	Dave Hydock
Growing Your Business/ Employee Management	Manual	1	-	Dave Hydock
Question & Answer Session/ Closing Thoughts		1	-	Dave Hydock

SUBJECT	INSTRUCTIONAL MATERIAL	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	INSTRUCTOR
On-the-Job Training – Power Washing			8	Dave Hydock
On-the-Job Training - Staining			8	Dave Hydock
Totals:		9	16	

In addition to the classroom and field training, we will provide you with videos documenting the field training and other sessions. This material can be used by you to assist in training your own employees.

Mr. Hydock's qualifications are included in ITEM 2.

If circumstances require, a substitute trainer may provide training. We also reserve the right to name additional trainers periodically. There are no limits on our right to assign a substitute to provide training.

Periodically, we may require that previously trained and experienced franchisees, their managers, and/or employees attend refresher-training programs to be conducted at our headquarters. Attendance at these programs will be at your sole expense; however, we will not require you to attend more than 2 of these programs in any calendar year and these programs will not collectively exceed 4 days during any calendar year. Refresher training programs focus on maintaining and improving the quality of business operations. (Section 8 of the Franchise Agreement.)

ITEM 12. TERRITORY

We will grant you a Protected Territory that will be delineated by specific boundaries and will consist of an area containing up to 80,000 households.

If you would like Additional Territory and we agree, you can acquire Additional Territory for a payment of an additional franchise fee of \$10,000 for the Additional Territory which would consist of an additional geographical territory and up to an additional 40,000 households. Any Additional Territory that might be larger in number of households that might be considered second Additional Territory with an additional \$10,000 fee or multiples thereof. When combined with

the original Standard Territory all territories assigned to you will be deemed a Protected Territory.

If you are in compliance with the Franchise Agreement during its term, we will not establish any other Deck Rescue™ businesses or any substantially similar franchised or company-owned businesses in your Protected Territory. However, we and our Affiliate have the right to: (a) establish, and license others to establish, Deck Rescue™ Businesses at any location outside of the Protected Territory; (b) establish, and license others to establish, other businesses under other systems using other proprietary marks at locations inside or outside of the Protected Territory; (c) purchase or otherwise acquire the assets or controlling ownership of one or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Protected Territory. If we purchase or acquire franchises or licenses, we may, in our sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, according to the individual franchise or license agreement(s) between us and such franchisee(s) or licensee(s). If we purchase or acquire such businesses within the Protected Territory which are not franchised or licensed, we may, in our sole discretion: (i) offer to sell any such businesses to you or to any third party at the business's fair market value to be operated as a Deck Rescue™ Business; or (ii) offer you the opportunity to operate such business(s) in partnership with us (or our Affiliate(s)) under the business(s) existing trade name or a different trade name; (d) be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Protected Territory; (e) sell the services and products authorized for Deck Rescue™ Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, direct mail, catalogue sales, Internet sites and co-branding strategies; and (f) engage in any other activities not expressly prohibited in the Franchise Agreement.

You may not relocate the Franchised Business without our prior written consent. If the lease for the Approved Location expires or is terminated due to no fault of yours or if the Franchised Business's premises is destroyed, condemned or becomes otherwise unusable, we may allow you to relocate the Franchised Business. Any such relocation shall be at your sole expense, and shall comply with the requirements listed in Section 5 of the Franchise Agreement. We have the right to charge you for any costs we incur in providing you assistance, including legal and accounting fees, however, we have no obligation to provide relocation assistance. If a substitute site is not mutually agreed upon within 90 days after the lease expires or is terminated or the Approved Location becomes unusable, the Franchise Agreement will terminate as provided in Section 16 of the Franchise Agreement.

You do not receive rights to acquire additional franchises in your Protected Territory. There are no minimum sales quotas, sales volume, level of market penetration or other similar

contingencies that you must meet in order to maintain your territory. You maintain rights to your Protected Territory even though the population increases. As long as you are in compliance with the Franchise Agreement and the Franchise Agreement is in effect, we will not modify or alter your Protected Territory.

You may operate the Franchised Business only at the particular location known as the "Approved Location," which will be described in Section 5 of the Franchise Agreement. If the Approved Location has not been determined when you sign the Franchise Agreement, you and we will agree upon a "Designated Area" within which you will select a location for your Franchised Business, subject to our approval. The Designated Area will be described in Sections 2 and 5 of the Franchise Agreement. Once an Approved Location has been identified, the Designated Area will lapse. Although we may assist you in selecting a location, you are solely responsible for selecting the Approved Location and negotiating the lease or purchase terms.

You are required to primarily solicit or advertise for customers within your own Protected Territory.

ITEM 13. TRADEMARKS

We grant our franchisees the right to operate Deck Rescue™ Businesses under the name "DECK RESCUE™" which is the principal Mark used to identify our System of operation. You may also use any other current or future Mark to operate your Franchised Business that we designate in writing, including the logo on the front of this Offering Circular and the trademarks listed below. By "Marks" we mean the trade names, trademarks, service marks and logos used to identify Deck Rescue™ Businesses. Our President, David T. Hydock, has a registration on the Principal Register of the U.S. Patent and Trademark Office ("USPTO") for the following Marks:

MARK	REGISTRATION NUMBER	REGISTRATION DATE
DECK RESCUE WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM	2343422	April 18, 2000

Our President, the owner of the Mark, has granted us a license to use and sublicense the use of the "DECK RESCUE™" Mark. The license agreement may be terminated if we make any affirmative act of insolvency, if a trustee is appointed to administer our business, if we wind-up or sell our business, or if we breach any of our duties or obligations under the license agreement.

There are currently no effective material determinations of the United States Patent and

Trademark Office, trademark trial and appeal board, the trademark administrator of the state of Ohio or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks.

A company named Deck Rescue, Inc. had been operating a business similar to the Franchised Business under the name DECK RESCUE at 5333 W. 86th Street, Indianapolis, Indiana 46268 since 1993. It may have a prior superior right to use the DECK RESCUE name in its geographic market. We reached an agreement with the company by which we will not franchise in the Indianapolis area and it will not challenge our rights to the Mark.

Except as disclosed above, there are no infringing or prior superior uses actually known to us that could materially affect the use of the Marks in the state of Ohio or any other state in which a Deck RescueTM Business may be located.

Other than the above, there are no agreements currently in effect, which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We may take whatever action we deem appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

We can require you to modify or discontinue the use of any Mark and to use other trademarks or service marks. If we adopt and use new or modified Marks, you may be required to add or replace equipment, signs and fixtures, and you may have to make other modifications as necessary to maintain uniformity with our current standards and specifications; however, you will not be required to spend an amount unreasonably disproportionate to your initial investment during the initial term of the Franchise Agreement. We will not be required to reimburse you for

modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. We are not obligated to reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

We will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to this proceeding. We have the right to control the defense and settlement of this proceeding. Our reimbursement does not include your expenses for removing signage or discontinuing your use of any Mark. Our reimbursement also does not apply to any disputes where we challenge your use of a Mark. Our reimbursement does not apply to legal fees you incur in seeking separate, independent legal counsel.

You must use the Marks as the sole trade identification of the Franchised Business, but you may not use any Mark or part of any Mark as part of your corporate or other business entity name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not establish, create or operate an Internet site or website using any domain name containing the words Deck Rescue™ or any variation thereof without our prior written consent. You may not use the Marks as part of any advertisement on the Internet without our permission.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own copyrights in the Manual, marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights and need not do so to protect them. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

To our knowledge, there are currently no effective determinations of the U.S. Copyright Office or any court regarding the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain Trade Secrets and other Confidential Information, including certain trade secrets, methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a Deck Rescue™ Business. We will provide our Trade Secrets and other Confidential Information to you during training, in the Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the Trade Secrets and other Confidential Information for the purpose of operating your Franchised Business. You may only divulge Trade Secrets and other Confidential Information to employees who must have access to it in order to operate the Franchised Business. You are obligated to enforce the confidentiality provisions as to your employees.

Certain individuals with access to Trade Secrets or other Confidential Information, including your owners (and members of their immediate families and households), officers, directors, managers, executives, employees and professional staff, may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Manual, Trade Secrets or other Confidential Information in an unauthorized manner is a default of the franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in Sections 16 and 17 of the Franchise Agreement.

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

The Franchised Business must always be under the direct full-time supervision of a Designated Manager, which is you if you are an individual, or is an individual you select if you are a business entity. Your Designated Manager must attend and satisfactorily complete our initial training programs before opening the Franchised Business. You must keep us informed of the identity of your current Designated Manager. If you are a corporation or other business entity and the Franchised Business is under the supervision of a Designated Manager, he or she does not have to be one of your owners.

Your owners officers, directors, managers, executives, employees and professional staff, and other individuals having access to Trade Secrets or other Confidential Information may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

If you are a business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Guaranty and Assumption of Obligations attached to the Franchise Agreement.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Unless we have given you our permission to operate a Non-Franchised Business from your Approved Location, you may only use the Approved Location for the operation of the Franchised Business and you must not use, or permit the use of, the premises for any other purpose without our written consent. You must offer the services and products we specify from time to time, in strict accordance with our standards and specifications. You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we may disapprove. You may not use the Marks to promote any other business.

We may periodically change required or authorized products or services. There are no limits on our right to do so. If we modify the System, you may be required to add or replace equipment, signs and fixtures, and you may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing, your qualifications, and regional or local differences.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The following table lists certain important provisions of the Franchise Agreement. You should read these provisions in the agreements attached to this Offering Circular. **You should refer to any state-specific addenda attached to this Offering Circular for exceptions to this ITEM 17.**

Provision	Section In the Franchise Agreement	Summary
a. Term of the franchise	Section 4.1	The initial term is 5 years.
b. Renewal or extension of the term	Section 4.2	You may renew for 3 additional terms of 5 years each, subject to (c) below. If you fail to meet any one of these conditions, we may refuse to renew or extend the terms of your Franchise Agreement.
c. Requirements for you to renew or extend	Section 4.2	You may renew the Franchise Agreement if you: have substantially complied with the provisions of the Franchise Agreement; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not currently in default of any provision of the Franchise Agreement or any other agreement between you and us and have not been in default more than twice during the term of the Franchise Agreement; have given timely written notice of your intent to renew; sign a current Franchise Agreement; comply with current qualifications and training requirements; sign the General Release attached to the Franchise Agreement; and pay the \$500 Renewal Fee..
d. Termination by you	Section 16.1	You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and we fail to begin to cure our breach within 60 days of receiving your written notice via U.S. Mail.

Provision	Section In the Franchise Agreement	Summary
e. Termination by us without cause	None	
f. Termination by us with cause	Sections 16.2 and 16.3	We may terminate the Franchise Agreement only if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
g. "Cause" defined- defaults which can be cured	Section 16.3	If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
h. "Cause" defined- defaults that cannot be cured	Section 16.2	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely select an approved site for or establish, equip and begin operations of the Franchised Business and vehicle; fail to have your Designated Manager satisfactorily complete training; made a material misrepresentation or omission in the application for the

Provision	Section In the Franchise Agreement	Summary
		franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; use the Manual, Trade Secrets or Confidential Information in an unauthorized manner; if required, fail to have your owners (and members of their immediate families and households), officers, directors, managers, executives, employees and professional staff, and other individuals having access to Trade Secrets or other Confidential Information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-competition agreements; abandon the Franchised Business for 5 or more consecutive days; surrender or transfer of control of Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a Designated Manager during the 180 days following the death or Incapacity of you or your owners; submit reports on 2 or more separate occasions understating any amounts due by more than 3%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any Affiliate; continue to violate any health, safety or other laws or conducts the Franchised Business in a manner creating a health or safety hazard; fail to comply with any applicable law or regulation within 10 days

Provision	Section In the Franchise Agreement	Summary
		of receiving notice of that failure; repeatedly breach the Franchise Agreement or fail to comply with our mandatory specifications; default under any other agreement between you and us (or our Affiliate) such that we (or our Affiliate) have the right to terminate the agreement; or engage in any activity exclusively reserved to us.
i. Your obligations on termination/non-renewal	Section 17.1	If the Franchise Agreement is terminated or not renewed, you must: stop operating the Franchised Business; stop using any Trade Secrets, Confidential Information, the System and the Marks; if requested, assign your interest in the Approved Location to us (not applicable if the Franchised Business is within Franchisee's or its Designated Manager's principal residence or if you are operating an approved Non-Franchised Business from the Approved Location); cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the termination provisions of the Franchise Agreement; return the Manual, Trade Secrets and all other Confidential Information; assign your telephone and facsimile numbers to us; and comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by us	Section 19.2	There are no restrictions on our right to assign our interest in the Franchise Agreement.

Provision	Section In the Franchise Agreement	Summary
k. "Transfer" by you-definition	Section 19.2	"Transfer" includes transfer of ownership in the franchise, the Franchise Agreement, the Approved Location, the Franchised Business's assets or the franchisee entity.
l. Our approval of transfer by you	Section 19.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for our approval of transfer	Section 19.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed the General Release attached to the Franchise Agreement; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the existing or the then-current Franchise Agreement, as we determine; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee of \$10,000 (\$1,000 if transferred to an existing Franchisee); the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement; and the transferee has agreed that its Designated Manager will complete the initial training program before

Provision	Section In the Franchise Agreement	Summary
		assuming management of the Franchised Business.
n. Our right of first refusal to acquire your Franchised Business	Section 20.1	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Our option to purchase your Franchised Business	Section 20.2	Except as described in (n) above, we do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business for book value.
p. Death or disability	Section 19.6	After your death or Incapacity or the death or Incapacity of any holder of a legal or beneficial interest in the Franchised Business, your or his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the Franchised Business within 180 days of death or Incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 18.2	You, your and your officers, directors, executives, managers or professional staff are prohibited from: attempting to divert any business or customer of the Franchised Business to a Competitive Business or causing injury or prejudice to the Marks or the System; owning or working for a Competitive Business.
r. Non-competition covenants after the franchise is	Section 18.2	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners and your officers, directors,

Provision	Section In the Franchise Agreement	Summary
terminated or expires		executives, managers or professional staff are prohibited from: owning or working for a Competitive Business operating within 50 miles of the Approved Location or within the Protected Territory (whichever is greater) or within 50 miles of any other Deck Rescue™ Business; or soliciting or influencing any of our employees or business associates to compete with us or terminate their relationship with us.
s. Modification of the agreement	Sections 9.2 and 23.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 23.7	Only the terms of the Franchise Agreement are binding. Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 24.7	Except for claims relating to the Marks, Trade Secrets or other Confidential Information and covenants not to compete, and subject to state law, all disputes must be arbitrated in Medina County, Ohio.
v. Choice of forum	Section 24.7	Subject to state law, Any litigation must be pursued in courts located in Medina County, Ohio.
w. Choice of law	Section 24.1	Subject to state law, Ohio law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN AN ADDENDUM TO THIS DISCLOSURE DOCUMENT.

These states and territories have statutes that may supersede the Franchise Agreement concerning your relationship with us, including the areas of termination, renewal and transfer of the franchise and dispute resolution of the franchise: ALASKA (Alaska Statutes, Title 45 Sections 45.45.700 to 45.45.790); ARKANSAS (Ark. Code Ann. Sections 4-72-201 to 4-72-210); CALIFORNIA (Cal. Bus. & Prof. Code Sections 20000 to 20043); CONNECTICUT (Conn. Gen. Stat. Ann. Sections 42-133e to 42-133h); DELAWARE (Del. Code Ann. Tit. 6 Sections 2551 to 2556); FLORIDA (Stat., Section 542.335); HAWAII (Haw. Rev. Stat. Sections 482E-6); IDAHO (Idaho Code, Title 29, Section 29-110); ILLINOIS (Illinois Statute [815 ILCS 705/1]); INDIANA (Ind. Code Ann. Sections 23-2-2.7-1 to 23-2-2.7-7); IOWA (Iowa Code, Ch. 523H, Sections 523H.1 to 523H.17 and 537A.10); KENTUCKY (Ky. Revised Statutes Section 436.165); LOUISIANA (La. Rev. Stat. Ann. Tit. 23, Sections 921[E] and Tit. 12, Section 1042); MARYLAND (Annotated Code of Maryland, Title 11, Sections 11-1301 through 11-1307); MICHIGAN (Mich. Comp. Laws, Sections 445.1527 & 445.1535); MINNESOTA (Minn. Stat. Section 80C.14 and Minnesota Rules, Department of Commerce, Section 2860.4400); MISSISSIPPI (Miss. Code Ann. Sections 75-24-51 to 75-24-63); MISSOURI (Mo. Rev. Stat. Sections 407.400 to 407.420); NEBRASKA (Neb. Rev. Stat. Sections 87-401 to 87-410); NEW JERSEY (N.J. Rev. Stat. Sections 56:10-1 through 56:10-12); NORTH CAROLINA (Chpt. 22B, Sec. 3); PUERTO RICO (Ann., Sections 278 to 278d); SOUTH DAKOTA (S.D. Codified Laws, Section 37-5A-51); VIRGIN ISLANDS (Code, Sections 130-139); VIRGINIA (Va. Code Ann. Sections 13.1-557 through 13.1-574); WASHINGTON (Wash. Rev. Code Sections 19.100.180 to 19.100.190); WISCONSIN (Wis. Stat. Sections 135.01 to 135.07). These and other states may have court decisions that may supersede the Franchise Agreement concerning your relationship with us, including the areas of termination, renewal and transfer of the franchise and dispute resolution of the franchise.

ITEM 18. PUBLIC FIGURES

We do not presently use any public figures to promote our 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 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any 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 Hydock, Deck Rescue™ Franchising, LLC, 8494 Norwalk Road, Litchfield, Ohio 44253, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table 1
System wide Outlet Summary

Years 2018 - 2020

Outlet Type	Year	Outlets at start of year	Outlets at the end of year	Net Change
Franchised	2018	9	9	0
Franchised	2019	9	9	0
Franchised	2020	9	8	-1
Company Owned	2018	0	0	0
Company Owned	2019	0	0	0
Company Owned	2020	0	0	0
Total Outlets	2018	9	9	0
Total Outlets	2019	9	9	0
Total Outlets	2020	9	8	-1

Table 2
Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)
Years 2018 - 2020

State	Year	Number of Transfers
Ohio	2018	0
Ohio	2019	2
Ohio	2020	2
Total	2018	0
Total	2019	0
Total	2020	0

Table 3
Status of Franchised Outlets
Years 2018-2020

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of Year
Ohio	2018	9	0	0	0	0	0	9
Ohio	2019	9	0	0	0	0	0	9
Ohio	2020	9	0	0	0	0	1	8
Totals	2018	9	0	0	0	0	0	9
Totals	2019	9	0	0	0	0	0	9
Totals	2020	9	0	0	0	0	-1	8

Table 4
Status of Company Owned Outlets
Years 2018-2020

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Ohio	2018	0	0	0	0	0	0	0
Ohio	2019	0	0	0	0	0	0	0
Ohio	2020	0	0	0	0	0	0	0
Totals	2018	0	0	0	0	0	0	0
Totals	2019	0	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0	0

Table 5
Projected Openings as of December 31, 2021

PROJECTED OPENINGS DURING THE YEAR ENDING DECEMBER 31, 2021			
State	Franchise Agreements Signed but Outlet Businesses not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In The Next Fiscal Year
Florida	0	1	0
North Carolina	0	1	0
Ohio	0	7	0
South Carolina	0	1	0
Texas	0	1	0
Total*	0	11	0

In the time period 2019 to 2020, three current Franchisees acquired a Franchise from a former Franchisee. An affiliate of the Franchisor acquired one location from a Franchisee and operates that location under license.

There are no terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business franchisees. There are no franchisees who have not communicated with us within the 10 weeks of the disclosure issuance date.

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

In some instances, current and formed franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations associated with the system being offered.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit I are our audited financial statements for the 3-year period ending December 31, 2020.

Our fiscal year end is December 31st.

ITEM 22. CONTRACTS

The Deck Rescue™ Franchise Agreement (with exhibits) is attached to this Offering Circular as Exhibit A.

The Deck Rescue™ General Release is attached to the Franchise Agreement as Exhibit J.

The Deck Rescue™ Confidentiality Agreement and Ancillary Covenants Not to Compete is attached to the Franchise Agreement as Exhibit C.

The Deck Rescue™ Guaranty of Obligations is attached to the Franchise Agreement as Exhibit B.

We provide no other contracts or agreements for your signature.

ITEM 23. RECEIPT

Our copy and your copy of the Franchise Offering Circular Receipt are located on the last 2 pages of this Offering Circular as Exhibit L.

TAB A

DECK RESCUE[®]

DECK RESCUE[™] FRANCHISING, LLC

FRANCHISE AGREEMENT

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EXHIBITS

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2. NONDISCLOSURE AND NON-COMPETITION AGREEMENT
3. GUARANTY AND ASSUMPTION OF OBLIGATIONS
4. HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; OFFICERS;
DIRECTORS

DECK RESCUE™ FRANCHISING, LLC

FRANCHISE AGREEMENT

This Franchise Agreement, made this ____ day of _____, 20____, is by and between Deck Rescue™ Franchising, LLC, an Ohio limited liability company, having its principal place of business at 8494 Norwalk Road, Litchfield, Ohio 44253 ("Franchisor"), and _____ an individual/partnership/corporation/limited liability company established in the State of _____ and whose principal address is _____ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor and its Affiliate Deck Rescue, LLC have developed, and are in the process of further developing, a System identified by the service mark "DECK RESCUE™" and relating to the establishment and operation of a business providing power-washing, restoration of wooden decks and fences and offering cleaning, stripping, brightening, staining and sealing of all types of wood decks, fences and playsets, log cabins, and concrete surfaces for residential and commercial customers, referred to as "Deck Rescue™ Businesses;" and

WHEREAS, in addition to the service mark "DECK RESCUE™" and certain other Marks, the distinguishing characteristics of the System include, among other things, uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; other strategies and techniques; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate a single Deck Rescue™ Business using the System and the Marks; and

WHEREAS, Franchisee desires to operate a Deck Rescue™ Business, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with Franchisor's System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

“Additional Territory” with prior agreement, a Franchisee may acquire additional territories to be covered by the Franchise beyond the Standard Territory consisting of approximately an additional 40,000 households, or such other number as mutually agreed upon, between the Franchisee and the Franchisor with Franchisee paying an additional franchise fee for the additional territories;

“Affiliate” means any business entity that controls, is controlled by, or is under common control with Franchisor;

“Agreement” means this agreement entitled “Deck Rescue™ Franchising, LLC Franchise Agreement” and all instruments supplemental hereto or in amendment or confirmation hereof;

“Approved Location” means the site selected by Franchisee and approved in writing by Franchisor from which Franchisee manages and administers the Franchised Business, stores all equipment/tools and maintains the books and records of the Franchised Business. If Franchisor permits Franchisee to continue to operate a pre-existing Non-Franchised Business concurrently with, but separate from, the Franchised Business, the Approved Location means the existing site for the operation of the Non-Franchised Business approved in writing by Franchisor;

“Approved Supplier(s)” has the meaning given to such term in Section 13;

“Competitive Business” means any business that includes (or grants franchises or licenses to others to operate a business that offers or provides) services or products similar to those provided by Deck Rescue™ Businesses or in which Trade Secrets and other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

“Confidential Information” means technical and non-technical information used in or related to Deck Rescue™ Businesses that is not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential

when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

“Cooperative Advertising” means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for Deck Rescue™ Businesses within a particular region;

“Designated Area” has the meaning given to such term in Section 2;

“Designated Manager” means the person designated by Franchisee who has primary responsibility for managing the day-to-day affairs of the Franchised Business, and if Franchisee is an individual and not a business entity, the Designated Manager shall be Franchisee;

“Effective Date” means the date on which Franchisee and Franchisor fully execute this Agreement, thereby commencing its effectiveness and term;

“ACH Account” means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

“Franchise” means the right granted to Franchisee by Franchisor to use the System and the Marks;

“Franchise Fee” has the meaning given to such term in Section 3;

“Franchised Business” means the Deck Rescue™ Business to be established and operated by Franchisee pursuant to this Agreement. See also “Non-Franchised Business;”

“Franchisee” means the individual or entity defined as “Franchisee” in the introductory paragraph of this Agreement;

“Franchisor” means Deck Rescue™ Franchising, LLC;

“Franchisor Indemnities” has the meaning given to such term in Section 22.3;

“Grand Opening Advertising” has the meaning given to such term in Section 11;

“Gross Sales” means the aggregate of all revenue from the sale of products and services from all sources in connection with the Franchised Business whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance, but excluding all refunds made in good faith, any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, and the value of any allowance issued or granted to any client of the Franchised Business that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Business;

“Gross Sales Reports” has the meaning given to such term in Section 12;

“Incapacity” means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

“Internet” means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names or any other social media or electronic platform;

“Local Advertising” has the meaning given to such term in Section 11;

“Manual” means the Deck Rescue™ Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers’ manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor;

“Marketing Fund” has the meaning given to such term in Section 3;

“Marketing Fund Contribution” has the meaning given to such term in Section 3;

“Marks” means the service mark “DECK RESCUE™” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, copyrights, drawings and other commercial symbols as Franchisor may designate to be used in connection with Deck Rescue™ Businesses;

“Non-Franchised Business,” if applicable, refers to a pre-existing business which Franchisor permits Franchisee to continue to operate concurrently with, but separate from, the Franchised Business. The Non-Franchised Business does not and shall not operate as a Competitive Business to the Franchised Business and shall not offer any service or product that is offered by a Deck Rescue™ Business;

“Protected Territory” has the meaning given to such term in Section 2;

“Royalty Fee” has the meaning given to such term in Section 3;

“Standard Territory” will consist of a number of households determined by reference an area consisting of approximately 80,000 households to be determined by reference to the most recent figures available from the US Census Bureau at the time the Protected Territory is designated;

“System” means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of Deck Rescue™ Businesses; and

“Trade Secrets” means information in any form that is used in or related to Deck Rescue™ Businesses and is not commonly known by or available to the public including, but not limited to, materials, methods and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential clients or suppliers and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

2. GRANT OF FRANCHISE; APPROVED LOCATION

2.1 Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one (1) Deck Rescue™ Business using the System and Marks.

2.2 Approved Location

The street address (or detailed description of the premises) of the Approved Location for the Franchised Business is:

Subject to local ordinances and zoning rules, Franchisor may permit Franchisee to manage and administer the Franchised Business from an office within Franchisee's or its Designated Manager's principal residence. Franchisor shall have no obligation to assist Franchisee in determining if such use is permitted.

2.3 Approved Location Not Determined

If the Approved Location of the Franchised Business is not determined as of the Effective Date, then the geographic area in which the Franchised Business is to be located shall be within the following Designated Area which is described or defined as follows:

When the Approved Location is determined, its address will be added as an Addendum. The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection.

2.4 Sub-franchising/Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity to perform any part of Franchisee's rights or obligations licensed hereunder, or to grant any person or entity the right to act as Franchisee's agent to perform any part of Franchisee's rights or obligations hereunder and any attempt by Franchisee to do so shall be void and of no force and effect.

2.5 Protected Territory

Franchisor shall not, so long as this Agreement is in force and effect and Franchisee is not in default under any of the terms hereof, subject to Franchisor's reservation of rights set forth herein, license, own or operate any other Deck Rescue™ Business or other substantially similar business within the geographic area ("Protected Territory") surrounding the Approved

Location and containing up to Eighty Thousand (80,000) households. Any Additional Territory agreed to by the parties will be included in the Protected Territory. The number of households shall be determined by reference to the most recent figures available from the U.S. Census Bureau at the time the Protected Territory is designated. The Protected Territory shall be defined by natural, physical and/or political boundaries, such as zip codes, city limits, county lines, waterways, highways or other similar boundaries. The Protected Territory granted hereunder exists within the following boundaries:

If the boundaries of the Protected Territory are not determined as of the Effective Date, when such boundaries are determined, the boundaries of the Protected Territory shall be inserted into this Section and this Section shall be both dated and initialed by Franchisor and Franchisee. The failure to insert such boundaries shall not automatically affect the enforceability of this Agreement. Franchisees may not perform services outside of the Protected Territory.

2.6 Franchisor's Rights

Except to the extent provided herein, Franchisor retains all of its rights and discretion with respect to the System and Marks, including the right:

- a. to establish, and license others to establish, Deck Rescue™ Businesses at any location outside of the Protected Territory as Franchisor deems appropriate;
- b. to establish, and license others to establish, other businesses under other systems using other proprietary marks at such locations and on such terms and conditions as Franchisor deems appropriate;
- c. to purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Protected Territory. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the

Protected Territory which are not franchised or licensed, Franchisor may, in its sole discretion:

- i. offer to sell any such businesses to Franchisee or to any third party at the business's fair market value to be operated as a Deck Rescue™ Business; or
 - ii. offer Franchisee the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.
- d. to be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Protected Territory;
- e. to sell the services and products authorized for Deck Rescue™ Businesses using the Marks or other trademarks, service marks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, direct mail, catalogue sales, Internet sites and co-branding strategies, pursuant to such terms and conditions as Franchisor deems appropriate, provided however, that no such sales shall be made to a Competitive Business within the Protected Territory; and
- f. to engage in any activities not expressly forbidden by this Agreement.

2.7 Non-Franchised Business

If Franchisee owns and operates an existing business complimentary to a Deck Rescue™ Business, as determined by Franchisor ("Non-Franchised Business"), Franchisor may, at its sole option, allow Franchisee to incorporate a Deck Rescue™ Business into Franchisee's Non-Franchised Business.

3. FEES

3.1 Franchise Fee

Upon execution of this Agreement, Franchisee shall pay a fee ("Franchise Fee") to Franchisor of Twenty-Five Thousand Dollars (\$25,000.00) for a Standard Territory and an additional Ten Thousand Dollars (\$10,000.00) for each Additional Territory assigned to the Franchisee. The Franchise Fee shall be deemed fully earned upon execution of this Agreement

and is nonrefundable, except under certain conditions set forth herein. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees. Franchisor reserves the right to offer Reduced Fee Franchise Agreements.

3.2 Royalty Fee

On the seventh (7th) day of each month, Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, so long as this Agreement shall be in effect, a monthly royalty fee ("Royalty Fee") equal to five percent (5%) of Gross Sales up to the first \$150,000 of Gross Sales during the calendar year. No royalty is due on Gross Sales over \$150,000 in a calendar year. Each monthly Royalty Fee shall accompany a Gross Sales Report for the same period. If Franchisor requires Franchisee to pay Royalty Fees through electronic transfer, such reports shall instead be submitted to Franchisor via facsimile transmission, e-mail or intranet system.

3.3 Marketing Fund Contribution

On the seventh (7th) day of each month, Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, so long as this Agreement shall be in effect, a monthly Marketing Fund Contribution ("Marketing Fee") equal to two percent (2%) of Gross Sales up to the first \$150,000 of Gross Sales during the calendar year. No royalty is due on Gross Sales over \$150,000 in a calendar year. Each monthly Marketing Fee shall accompany a Gross Sales Report for the same period. If Franchisor requires Franchisee to pay Marketing Fees through electronic transfer, such reports shall instead be submitted to Franchisor via facsimile transmission, e-mail or intranet system.

3.4 Taxes

Franchisee shall be responsible for the collection and payment of all of its tax obligations associated with the Franchisee's Business.

3.5 Electronic Transfer

Franchisor has the right to require all Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor to be paid through ACH and shall provide Franchisor with continuous access to such account for the purpose of paying the amounts due to Franchisor. Franchisee shall maintain sufficient amounts in the account to cover amounts owed to Franchisor prior to the date such amounts are

due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to implement the ACH. Once established, Franchisee shall not close the ACH Account without Franchisor's consent. Franchisor may change the method of payment from time-to-time as described in the Manual.

3.6 Late Fees

All Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts that are not received by Franchisor within five (5) days after the due date shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower) from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Marketing Fund Contributions or any other amounts due Franchisor, including reasonable accounting and legal fees.

3.7 Application of Payments

Notwithstanding any designation by Franchisee, Franchisor has the right to apply any payments by Franchisee to any past due indebtedness of Franchisee and accrued interest thereon for Royalty Fees, Marketing Fund Contributions, purchases from Franchisor or any other amount owed to Franchisor.

4. TERM AND RENEWAL

4.1 Initial Term

This Agreement shall be effective and binding for an initial term of five (5) years from the Effective Date, unless sooner terminated as provided herein.

4.2 Renewal Term

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to obtain a successor franchise is limited to three (3) successive terms of five (5) years each, such that the total term of the Franchise shall not exceed twenty (20) years. To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1 Franchisee has, during the entire term of this Agreement, substantially complied with all material provisions of this Agreement;

4.2.2 Franchisee has access to and, for the duration of the successor franchise's term, the right to remain in possession of the Approved Location, or a suitable substitute location approved by Franchisor, which is in full compliance with Franchisor's then-current specifications and standards;

4.2.3 Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Business reflects Franchisor's then-current standards and specifications;

4.2.4 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.5 Franchisee is not currently in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor and has not been in default more than twice during the term;

4.2.6 Franchisee has given written notice of its intent to operate a successor franchise not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement, such that Franchisor has no obligation to grant Franchisee a successor franchise without the timely receipt of such notice;

4.2.7 Franchisee has executed Franchisor's then-current form of franchise agreement, or has executed renewal documents at Franchisor's election (with appropriate modifications to reflect the fact that the franchise agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Marketing Fund Contribution; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee. The Royalty Fee however will remain at 5% of Gross Sales;

4.2.8 Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training requirements;

4.2.9 Franchisee has executed a general release, in a form the same as or similar to the General Release attached as an Exhibit, of any and all claims against Franchisor, any Affiliate and against their officers, directors, legal representatives, shareholders, managers, members,

partners, owners, employees and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Business is located; and

4.2.10 Franchisee shall pay a renewal fee of Five Hundred Dollars (\$500.00) to Franchisor.

5. ESTABLISHING THE FRANCHISED BUSINESS

5.1 Selection of Site

Franchisee shall promptly select a site for the Franchised Business and shall notify Franchisor of such selection. Franchisor shall evaluate the site and notify Franchisee of its approval or disapproval of the site within a reasonable time (usually thirty [30] days) of receiving notice of the site from Franchisee. If Franchisor approves of such selection, the site shall be designated as the Approved Location. If Franchisor does not approve of such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Business. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including the condition of the premises, demographics of the surrounding area, proximity to other Deck Rescue™ Businesses, lease requirements (if applicable) and overall suitability. Franchisee shall not locate the Franchised Business on a selected site without the prior written approval of Franchisor. Subject to zoning rules and local ordinances, Franchisee may manage and administer, and maintain the books and records of, the Franchised Business from an office located within Franchisee's principal residence. Franchisor does not represent that it or its Affiliate, owners, employees or agents have special expertise in selecting sites. Neither Franchisor's assistance nor approval is intended to indicate or indicates that the Franchised Business will be profitable or successful at the Approved Location. Franchisee is solely responsible for identifying the Approved Location.

5.2 Failure to Select Site

Should Franchisee fail to select a site for the Franchised Business, which meets with Franchisor's approval within sixty (60) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as an Exhibit, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, legal representatives, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities). Franchisee is not entitled to a refund

unless Franchisor terminates this Agreement based on its determination that Franchisee has failed to satisfactorily select a site. The non-refundable portion (fifty percent [50%]) of the Franchise Fee is compensation to Franchisor for its efforts in offering and selling a franchise to Franchisee, Franchisor's marketing and sales activities to promote the sale of a franchise to qualified franchisees, Franchisor's participation in the franchise sale, Franchisor's legal compliance with franchise laws and regulations, site selection assistance and guidelines and the development and hosting of initial training programs and participation in terminating the franchise.

5.3 Lease of Approved Location

After the designation of the Approved Location, if the Approved Location for the Franchised Business is not within Franchisee's principal residence and Franchisee shall execute a lease for, or a binding agreement to purchase, the Approved Location, Franchisee must obtain the following:

5.3.1 a provision reserving to Franchisor the right, at Franchisor's election, to receive an assignment of the leasehold interest without payment of any assignment fee or similar charge and without any increase in rent or other fees upon termination or expiration of the Franchise grant. The lessor agrees that, before the effective date of any assignment of the lease to Franchisor (or its designee), Franchisee shall be solely responsible for all obligations, debts and payments under the lease. The parties must sign a conditional assignment of lease in the form attached;

5.4 Development of Approved Location and Vehicle

Franchisor shall make available to Franchisee, at no charge to Franchisee, copies of specifications for the Approved Location, vehicle and other equipment necessary for the operation of a Deck Rescue™ Business. Franchisee shall cause the Approved Location and vehicle to be equipped in accordance with such specifications within ninety (90) days after the Effective Date. In connection with such equipping, Franchisee shall:

5.4.1 obtain all permits and licenses and any zoning classifications or clearances required for operation of the Franchised Business, and certify in writing that all such permits and certifications have been obtained;

5.4.2 obtain a vehicle meeting Franchisor's specifications; Franchisee shall cause the vehicle to be wrapped in signage as specified by Franchisor;

5.4.3 purchase any supplies or inventory necessary for the operation of the Franchised Business, as specified in the Manual;

5.4.4 purchase and install all signs, furniture and office equipment and office supplies, including any required computer hardware and software, required for the management and administration of the Franchised Business and the maintenance and storage of the books and records of the Franchised Business.

5.5 Failure to Develop Approved Location and Vehicle

Should Franchisee fail to develop the Approved Location and/or the vehicle within ninety (90) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as an Exhibit, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, legal representatives, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities). Franchisee is not entitled to a refund unless Franchisor terminates this Agreement based on its determination that Franchisee has failed to satisfactorily develop the Approved Location and vehicle. The non-refundable portion (fifty percent [50%]) of the Franchise Fee is compensation to Franchisor for its efforts in offering and selling a franchise to Franchisee, Franchisor's marketing and sales activities to promote the sale of a franchise to qualified franchisees, Franchisor's participation in the Franchise sale, Franchisor's legal compliance with franchise laws and regulations, site selection assistance and guidelines and the development and hosting of initial training programs and participation in terminating the Franchise.

5.6 Opening

Before opening the Franchised Business and commencing business, Franchisee shall:

5.6.1 fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section;

5.6.2 furnish Franchisor with copies of all insurance policies required by this Agreement, or by any lease (if applicable), or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.6.3 ensure that the Designated Manager has completed initial training to the satisfaction of Franchisor;

5.6.4 obtain all necessary permits, certifications and licenses;

5.6.5 if Franchisee is a business entity, Franchisee has caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

5.6.6 pay in full all amounts due to Franchisor.

Franchisee shall comply with these conditions, shall open the Franchised Business within one hundred eighty (180) days after the Effective Date, and so long as this Agreement is in full force and effect, shall continuously operate the Franchised Business throughout the remainder of the initial term of the Franchise. Time is of the essence.

5.7 Failure to Open

Should Franchisee fail to commence operations of the Franchised Business within one hundred eighty (180) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

5.8 Use of Approved Location

Unless the Approved Location of the Franchised Business is located within Franchisee's principal residence or unless Franchisee has obtained Franchisor's approval to operate a Non-Franchised Business from the Approved Location, Franchisee shall not use the Approved Location for any purpose other than for the operation of a Deck Rescue™ Business in full compliance with this Agreement and the Manual, unless approved in writing by Franchisor.

5.9 Relocation of the Franchised Business

Franchisee shall not relocate the Franchised Business without the prior written consent of Franchisor, which consent shall not be unreasonably withheld or delayed. If the lease for the Approved Location expires or is terminated without the fault of Franchisee or if the

Franchised Business's premises is destroyed, condemned or otherwise rendered unusable, or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may, in its reasonable discretion, allow Franchisee to relocate the Franchised Business. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth herein. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee, including legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If Franchisor and Franchisee do not agree upon a substitute site within ninety (90) days after the lease expires or is terminated or the Approved Location is rendered unusable, this Agreement will terminate as provided herein.

6. PROPRIETARY MARKS

6.1 Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2 Limitations on Use

Franchisee must only use the Marks to promote its Franchise Business. Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall not claim any rights in or to any Mark or modification or variation thereof. Franchisee shall include on its letterhead, forms, cards and other such identification, and

shall display at the Approved Location, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated Deck Rescue™ Franchise" of Franchisee.

6.3 Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisor has the right to take any action in connection with any such infringement, challenge or claim and has the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks, but Franchisor shall not be required to take such action. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4 Discontinuance of Use

If it becomes necessary for Franchisee to modify or discontinue use of any of the Marks, or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall, at its sole cost and expense, comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor. Franchisor shall not reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.5 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business, Franchisor and its designees have the right to enter and inspect the Franchised Business and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, accessories, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Business in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other items to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business and to interview

and survey (whether in person or by mail) clients and employees and to photograph or videotape the operations.

6.6 Internet Advertising, Marketing and Website

Franchisor maintains sole and exclusive rights to all content and information displayed or collected on its websites. Franchisee will be provided a separate page on the Franchisor's website and Franchisee will not establish its own website. Franchisor retains all rights to content and information on the website, including without limitation, company information, user demographics, pictures, graphics, testimonials, advertisements, and all other information that Franchisor may designate in its sole discretion. Franchisee is not permitted to add, to delete or modify any of the content of the website without the Franchisor's written permission. Franchisee may however submit material to Franchisor to be posted and Franchisor, in its sole discretion, may elect to do so.

Franchisee is prohibited from registering any domain name using the Marks, nor is Franchisee permitted to host a website to promote the Franchise or its products or services. Franchisor retains all rights to the Tradenames and the Marks to identify the system. Franchisor may, at its sole discretion, provide Franchisee with an email address using the Franchisor's internet domain with such email address in a form prescribed by the Franchisor. Franchisee acknowledges that it will only use the assigned email address to conduct the Franchise business and not personal business. Franchisee acknowledges the Franchisor will have technical access to all such emails. Franchisor maintains the rights and ownership in and to such email addresses and may at its sole discretion may discontinue making such email addresses available to the Franchisee upon written notice.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1 Requirement of Confidentiality

Franchisee acknowledges that Franchisor will disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to utilize it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition

that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them. This Section shall survive the termination of this Agreement indefinitely. If a corporation or limited liability company, all owners and officers of Franchisee shall sign the Confidential Agreement in the form attached as an Exhibit.

7.2 Additional Developments

All ideas, concepts, techniques or materials developed by Franchisee, its owners or employees concerning the Franchised Business, whether or not protectable intellectual property, must be promptly disclosed to Franchisor and will be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation will be due to Franchisee or its owners or employees therefor. Franchisor may incorporate such items into the System. To the extent any item does not qualify as a “work made-for-hire” for Franchisor, Franchisee shall assign ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions 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.

7.3 Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Deck Rescue™ franchisees if owners of Deck Rescue™ Businesses and members of their immediate families and households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families and households), nor any

officer, director, executive, manager or member of the staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1 divert or attempt to divert any business or client of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System;

7.3.2 own an interest in, manage, operate, or perform services for any Competitive Business wherever located; or

7.3.3 solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisor or any other Deck Rescue™ Business to compete against, or terminate or modify his, her or its employment or business relationship with, Franchisor or any other Deck Rescue™ Business.

7.4 Nondisclosure and Non-Competition Agreements with Certain Individuals

In addition to the restrictive covenants set forth herein, any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff of Franchisee, shall execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as an Exhibit, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the office of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third party beneficiary with the right to enforce the covenants contained in such agreements.

7.5 Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, Trade Secrets and other Confidential Information, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

8. TRAINING AND ASSISTANCE

8.1 Training

Franchisor shall make an initial training program available to the Designated Manager and one (1) assistant. Franchisor may require Franchisee to attend any training courses offered by suppliers of stains and deck cleaners prior to attending the Franchise Training. Prior to the opening of the Franchised Business, the Designated Manager must attend and successfully complete, to Franchisor's satisfaction, an operations training program pertaining to the operation of the Franchised Business including, but not limited to: sales and marketing methods; financial controls; maintenance of quality standards; Deck Rescue™ methodology; customer service techniques; record keeping; and reporting procedures and other operational issues and on-the-job training. Franchisor shall conduct training programs at its headquarters or at another designated location. Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee or its employees in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Except as described below, Franchisee shall be responsible for training its management and other employees.

8.2 Opening Assistance

In conjunction with, and prior to, the beginning of operation of the Franchised Business, Franchisor shall make available to Franchisee, at Franchisor's expense, one (1) of Franchisor's representatives, experienced in the System, for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Business as outlined in the Manual. If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

8.3 Failure to Complete Pre-Initial Training Certification or Initial Training Program

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release in a form the same as or similar to the General Release attached as an Exhibit, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, legal representatives, shareholders, managers, members, partners, owners, employees and agents (in

their corporate and individual capacities). Franchisee is not entitled to a refund unless Franchisor terminates this Agreement based on its determination that Franchisee has failed to satisfactorily complete the pre-initial training certification or the initial training program. The non-refundable portion (fifty percent [50%]) of the Franchise Fee is compensation to Franchisor for its efforts in offering and selling a Franchise to Franchisee, Franchisor's marketing and sales activities to promote the sale of a franchise to qualified franchisees, Franchisor's participation in the franchise sale, Franchisor's legal compliance with franchise laws and regulations, site selection assistance and guidelines and the development and hosting of initial training programs and participation in terminating the Franchise. If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute Designated Manager and such substitute manager must complete the initial training to Franchisor's reasonable satisfaction. Franchisee may be required to pay Franchisor's then-current rates for additional training for providing the substitute manager with an initial training program.

8.4 New Designated Manager

After beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor of the identity of the Designated Manager and the new Designated Manager must complete the Franchisor's training program to Franchisor's satisfaction within thirty (30) days of being named. The new Designated Manager may attend the training program without charge, provided that Franchisor has the right to require Franchisee to pay the costs of training if Franchisor determines that manager changes by Franchisee are excessive or caused by poor hiring practices. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the new Designated Manager's attendance at such training.

8.5 Ongoing Training

From time to time, Franchisor may provide and if it does, has the right to require that the Designated Manager attend ongoing training programs or seminars during the term of this Agreement. Franchisor shall not charge a fee for any mandatory ongoing training. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the Designated Manager's attendance at such training.

9. MANUAL

9.1 Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one (1) copy of the Manual or grant Franchisee access to an electronic copy of the Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Manual. The Manual may consist of one (1) or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. Franchisor owns the copyrights in the Manual; Franchisee shall not copy or duplicate the Manual in whole or in part. The Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement. If Franchisee's Manual is lost or destroyed, Franchisor shall supply a replacement Manual to Franchisee and Franchisee shall pay Franchisor's costs and expenses related to such replacement.

9.2 Revisions

Franchisor has the right to add to or otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Manual is up-to-date at all times. If a dispute as to the contents of the Manual arises, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3 Confidentiality

The Manual contains Franchisor's Trade Secrets and other Confidential Information and it shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Manual is available at the Approved Location in a current and up-to-date manner. If in paper form or stored on computer-readable media, Franchisee shall maintain the Manual in a locked receptacle at the Approved Location, or if in electronic form, Franchisee shall maintain the Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Manual, access to the key or combination of such receptacle or the password to such file (or Internet site, if the Manual is maintained on-line by Franchisor in a password-protected site). Franchisee shall not disclose, duplicate or otherwise use any portion of the Manual in an unauthorized manner.

10. FRANCHISE SYSTEM

10.1 Uniformity

Franchisee shall strictly comply, and shall cause the Franchised Business to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Manual or other communications supplied to Franchisee by Franchisor. Franchisee however is free to accept prices charged to the customer's Franchisee. In the event the Franchisee is in an area where there is a cooperative advertising program and the advertising in that area may overlap territories, Franchisees should confer regarding any prices that would appear in ads to be applicable in their respective territories.

10.2 Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment or signs. Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor.

10.3 Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition that Franchisor deems to be of importance to the successful operation of any particular Deck Rescue™ Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1 Grand Opening Advertising

Franchisee shall spend no less than Three Thousand Dollars (\$3,000.00) during the first three (3) months of operation of the Franchised Business on local advertisement and promotion of the initial opening ("Grand Opening Advertising"). Prior to their use, all materials to be used in Grand Opening Advertising must be approved by Franchisor. Grand Opening Advertising expenditures shall be in addition to any Local Advertising expenditures and Marketing Fund Contributions.

11.2 Local Advertising

Franchisee shall continuously promote the Franchised Business. Every month, Franchisee shall spend at least three percent (3%) of the previous month's Gross Sales on

advertising, promotions and public relations within the immediate locality surrounding the Franchised Business ("Local Advertising"). Franchisee's Local Advertising expenditures shall be in addition to any Marketing Fund Contributions paid to Franchisor. Local Advertising expenditures shall be made directly by Franchisee to providers of advertising services. Franchisor will provide general guidelines to Franchisee for conducting Local Advertising. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding month.

Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee including, but not limited to, ad copy, coupons, flyers and scripts. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials by the end of such twenty (20) day period, such materials shall be deemed to have not received the required approval. Franchisee shall not use any marketing or promotional material prior to approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services.

11.3 Marketing Fund

Franchisee must make monthly Marketing Fund Contributions, in the amount of two percent (2%) of the previous month's Gross Sales up to the first \$150,000 of Gross Sales during the calendar year by the seventh day of the month. No royalty is due on Gross Sales over \$150,000 in a calendar year. The Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

Franchisor shall oversee all marketing programs, with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Marketing Fund. The program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any particular marketing program.

Franchisee's Marketing Fund Contributions may be used to meet the costs of, or reimburse Franchisor for its costs of, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). All Marketing Fund Contributions shall be

maintained in a separate account from the monies of Franchisor and may be used to reasonably pay a portion of Franchisor's general operating expenses, and any costs and expenses that Franchisor may incur in activities reasonably related to the administration of the Marketing Fund.

Marketing Fund Contributions may be used for the trade shows and other promotions.

Franchisor has the right to terminate the Marketing Fund at any time. If funds remain, they will be returned to Franchisee and other franchisees on a percentage of contributions basis based on total Marketing Fund Contributions made in the aggregate by each franchisee during the prior two (2) years.

Each Deck Rescue™ Business operated by Franchisor, or an Affiliate of Franchisor, shall make Marketing Fund Contributions at the same rate as Deck Rescue™ franchisees. In-kind services may be contributed by Franchisor in lieu of cash contributions.

An accounting of the operation of the Marketing Fund shall be prepared annually and shall be available to Franchisee upon request. Franchisor retains the right to have the Marketing Fund reviewed or audited and reported on, at the expense of the Marketing Fund, by an independent certified public accountant selected by Franchisor.

Franchisee acknowledges that the Marketing Fund is not a trust and Franchisor assumes no fiduciary duty in administering the Marketing Fund.

11.4 Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of Deck Rescue™ Businesses located within a particular region. Franchisee, along with other Franchisee's may also elect to create a Cooperative Advertising program which is in addition to, but not a replacement of, the Marketing Fund. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time.

11.5 Social Media Advertising

Franchisee may establish a presence on social media such as Facebook, describing their business. Any such page will be specifically identified as a territory name and Deck Rescue™, as opposed to simply Deck Rescue™. The page will be limited to only the Franchise Business and is not to be used for any other business purposes or truly personal or family business of the Franchisee. Any postings will be consistent with the then-current policies of Franchisor as outlined in the manual from time-to-time. Franchisee will sign an assignment and transfer agreement in the form attached as an Exhibit to transfer all rights to any social media account using the Deck Rescue™ Mark in the event of any termination or suspension of the franchise relationship.

11.6 Telephone Directory Advertising

Franchisee may, but is not required to, advertise the telephone number for the Franchise Business in the White Pages or Yellow Pages telephone directories in the protected area. Franchisee should post the number assigned to the business on business cards, yard signs, and other advertising medium. Franchisee will be required to sign an assignment agreement to transfer the rights to the telephone number used for the Franchise Business in the event of termination of the Franchise.

12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12.1 Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for five (5) years thereafter, all books and records related to the Franchised Business including, without limitation, enrollment records, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

12.2 Gross Sales Reports

Franchisee shall maintain an accurate record of monthly Gross Sales and shall deliver to Franchisor a signed and verified statement of Gross Sales ("Gross Sales Report") for each month within five (5) days of the close of each month in a form that Franchisor approves or provides in the Manual. The Gross Sales Report for the preceding month must be provided to

Franchisor by the close of business on the fifth (5th) day of each month (or such other day as specified by Franchisor).

12.3 Financial Statements

Franchisee shall, at its expense, supply to Franchisor on or before the fifteenth (15th) day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each fiscal year, an income statement for the fiscal year just ended and a balance sheet as of the last day of the fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Manual or otherwise in writing.

12.4 Other Reports

Franchisee shall submit to Franchisor a copy of all state sales tax and federal income tax returns required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor's lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

12.5 Computer/Point-of-Sale System

Franchisee shall purchase, install and use a computer and point-of-sale system consisting of hardware and software in accordance with Franchisor's specifications and shall upgrade such systems in accordance with Franchisor's requirements as described in the Manual from time-to-time.

12.6 Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, records and tax returns of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower). If the audit

or any other inspection reveals an underpayment of three percent (3%) or more of the amount due for any period covered by the audit, Franchisee shall reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.7 Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

12.8 Right to Inspect Records of Non-Franchised Business

Franchisee shall retain, during the term of this Agreement, and for three (3) years thereafter, all books and records related to any Non-Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records required by law. Franchisor or its designee has the right, during normal business hours, to examine, copy and audit such books, records and tax returns of Franchisee relating to any Non-Franchised Business.

12.9 Release of Records of Non-Franchised Business

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Non-Franchised Business. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

12.10 Confidentiality of Record of Non-Franchised Business

Franchisor shall keep strictly confidential and not disclose any information Franchisor obtains, except as necessary for Franchisor's reasonable review and evaluation of such records to determine Franchisee's compliance with this Agreement.

13. STANDARDS OF OPERATION

13.1 Authorized Products, Services and Suppliers

Franchisee acknowledges that the reputation and goodwill of the System is based in large part on offering high quality services to its clients. Accordingly, Franchisee shall provide or offer for use at the Franchised Business only those products, stains, deck cleaners and other supplies, signs, equipment and other items and services that Franchisor from time to time approves (and that are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate). Franchisee shall not offer for sale, sell or provide through the Franchised Business or from the Approved Location any products or services that Franchisor has not approved. Use of unapproved products or offering unapproved services is a material breach of this agreement.

Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, equipment and other approved or specified items and services, and Franchisor may from time to time issue revisions to such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or any Affiliate. If Franchisee desires to use any services or products that Franchisor has not approved (for services and products that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and/or samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all reasonable expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier and shall pay Franchisor \$2,000 for the time for its review. Franchisor will decide within a reasonable time after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; supplier's providing reasonable quantities of product for testing; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its

approval of any item, service or supplier at any time by notifying Franchisee or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor.

Franchisor has the right to designate certain programs, products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to give its consent to one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent shall not create any rights in Franchisee to provide the same products or services.

Franchisor has the right to retain volume rebates, markups and other benefits from suppliers or in connection with the furnishing of suppliers. Franchisee shall have no entitlement to or interest in any such benefits.

13.2 Appearance and Condition of the Franchised Business

Franchisee shall maintain the Franchised Business and the equipment, vehicle and signage used in connection with the Franchised Business in "like new" condition, and shall repair or replace equipment, vehicles, fixtures and signage as necessary to comply with health and safety standards and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described herein.

13.3 Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote his or her full-time efforts to the management of the day-to-day operation of the Franchised Business. "Full-time" means the expenditure of at least thirty-five (35) hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement and will use its best effort to promote and operate the Franchise Business.

13.4 Days of Operation

Franchisee shall keep the Franchised Business open for business during normal business hours on the days specified in the Manual.

13.5 Licenses and Permits

Franchisee shall secure and maintain in force all required licenses, permits and certificates necessary for the operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.6 Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, injunction, judgment, award or decree that may affect the operation or financial condition of the Franchised Business not more than five (5) days after notice of such commencement or issuance. Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.7 Compliance with Good Business Practices

Franchisee acknowledges that the quality of service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business. Franchisee shall at all times give prompt, courteous and efficient service to clients of the Franchised Business. The Franchised Business shall in all dealings with its clients, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. Franchisor has the right to terminate this Agreement for repeated violation of this Section.

13.8 Uniforms

Franchisee shall abide by any uniform or dress code requirements stated in the Manual or otherwise. Uniforms, if required, must be purchased from an Approved Supplier, if

such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms.

13.9 Credit Cards

Franchisee will be required to arrange for its business to accept credit cards through commercial third-party vendors such as Intuit Merchant Services or the like as described in the Manual from time-to-time.

13.10 Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all services and products provided as part of the System.

13.11 E-Mail

Franchisee shall, at all times and at Franchisee's expense, maintain an e-mail address and account for communicating with Franchisor. Franchisee may change its e-mail address by giving written notice of such change of address to Franchisor.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1 General Advice and Guidance

Franchisor shall be available to answer questions and discuss problems with Franchisee by telephone, e-mail, newsletters and other methods with respect to planning, opening and operating the Franchised Business. Franchisor shall not charge for this service, however, Franchisor retains the right to refuse or charge a fee for this service should Franchisee be deemed to be utilizing this service too frequently or in an unintended manner. Franchisor will respond to questions from Franchisee concerning specific jobs or projects but the ultimate decision on such matters will lie with Franchisee. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Business.

14.2 Periodic Visits

Franchisor or Franchisor's representative may make periodic visits to the Franchised Business for the purposes of consultation and guidance with respect to various aspects of the

operation and management of the Franchised Business. Franchisor and Franchisor's representatives who visit the Franchised Business may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report may be provided to Franchisee. Franchisee shall implement any required changes or improvements in a timely manner.

14.3 System Improvements

Franchisor shall communicate improvements in the System to Franchisee as such improvements may be developed or acquired by Franchisor and implemented as part of the System.

14.4 Marketing and Promotional Materials

Franchisor may periodically provide advertising and promotional materials including ad-slicks, brochures, fliers and other materials to Franchisee for use in the operation of the Franchised Business. Franchisor may also make available for purchase to Franchisee using the Marks which may include uniforms and other apparel items, yard signs, business cards or other such material which may be added to or deleted from time-to-time. Pricing for such items will be made available to Franchisees on a consistent basis and may be amended from time-to-time as outlined in the Manual. Franchisor may, but is not required to, permit Franchisees to use a portion of the Marketing Fund contributions for merchandise as described herein from time-to-time.

15. INSURANCE

15.1 Types and Amounts of Coverage

At its sole expense, Franchisee shall procure within sixty (60) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below with carriers with high ratings as outlined in the Manual from time-to-time. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1 "all risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised

Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

15.1.2 workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located.;

15.1.3 comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate or, if higher, the statutory minimum limit required by state law;

15.1.4 automobile liability insurance for any vehicles owned, hired or used by the Franchised Business, with a combined single limit of at least Two Hundred Thousand Dollars (\$200,000.00) or, if higher, the statutory minimum limit required by state law; and

15.1.5 such insurance as necessary to provide coverage under the indemnity provisions set forth herein.

15.2 Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3 Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance that may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth herein. Franchisee shall provide, annually, or more frequently if requested by Franchisor, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.4 Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, or if not produced by Franchisee upon request by Franchisor, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

16. DEFAULT AND TERMINATION

16.1 Termination by Franchisee

If Franchisee is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within sixty (60) days after receiving written notice, via overnight delivery service, identifying the claimed breach, Franchisee has the right to terminate this Agreement unless the breach cannot reasonably be cured within such sixty (60) days. If the breach cannot reasonably be cured in such sixty (60) days, Franchisee has the right to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

16.2 Termination by Franchisor-Immediate

Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

16.2.1 fails to timely select an approved site for or establish, equip and commence operations of the Franchised Business and vehicle;

16.2.2 fails to have its Designated Manager satisfactorily complete any training program;

16.2.3 made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.4 is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.5 discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Manual, the Trade Secrets or any other Confidential Information;

16.2.6 abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor which includes a government order to suspend business operation of all business in your community), or, if first approved by Franchisor, fails to promptly relocate the Franchised Business following the expiration or termination of the lease for the Approved Location, the sale of the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable;

16.2.7 surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.8 fails to maintain the Franchised Business under the primary supervision of a trained Designated Manager during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee;

16.2.9 submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period;

16.2.10 is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for sixty (60) days or longer (unless *supersedeas* bond is filed); if execution is levied against Franchisee's business or property; if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within sixty (60) days or is not in the process of being dismissed;

16.2.11 misuses or makes an unauthorized use of any of the Marks or commits any other act that can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.12 fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when

due, to pay or not maintain sufficient account fees to pay any Royalty Fee, Marketing Fund Contribution, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.13 continues to violate any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to clients, employees or the public;

16.2.14 fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

16.2.15 on two (2) or more separate occasions within any period of twelve (12) consecutive months otherwise breaches this Agreement or repeatedly fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Manual, whether or not previous breaches or failures are cured;

16.2.16 defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

16.3 Termination by Franchisor – Notice with Option to Cure

Except as otherwise provided, Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

16.3.1 within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor;

16.3.2 within ten (10) days of receiving notice of Franchisee's failure to maintain insurance as specified in Section 15 of this Agreement; or

16.3.3 within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Manual or otherwise prescribed in writing.

16.4 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.5 Right of Franchisor to Suspend Performance

If Franchisee is in breach of any obligation under this Agreement, Franchisor has the right, in its sole discretion, to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale of products to Franchisee, until such time as Franchisee corrects the breach.

16.6 Right of Franchisor to Operate Franchised Business

Following the delivery of a notice of termination, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume the operation of the Franchised Business until such time as Franchisee corrects the breach. Franchisor may charge a management fee as stated in the Manual from time to time, currently equal to TWO HUNDRED DOLLARS (\$200.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1 Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1 immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2 cease to use the Trade Secrets and other Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items that display or are associated with the Marks;

17.1.3 if the Approved Location is not within Franchisee's principal residence or if Franchisee is not operating a Non-Franchised Business approved by Franchisor within the Approved Location, and upon demand by Franchisor, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location to Franchisor, or lease the Location to Franchisor if owned by Franchisee, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement, and Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due;

17.1.4 take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities that contains the name "DECK RESCUE™" or any other Marks, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.5 pay all sums owing to Franchisor and any Affiliate, which may include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees, unpaid Royalty Fees, and any other amounts due to Franchisor or any Affiliates. In addition, pay Franchisor an additional Royalty Fee equal to the amount of loss of future royalties, calculated by the royalties that should have been paid by Franchisee during the twelve-month period prior to the date of termination times two, to pay the Franchisor two (2) years of anticipated lost Royalty Fees. In the event the duration of the Franchise Agreement is less than two years, the fee will be an average monthly fee times the remaining number of months under the term of the Franchise Agreement;

17.1.6 pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.7 immediately return to Franchisor the Manual, Trade Secrets and all other Confidential Information including records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

17.1.8 assign all telephone listings, numbers and social media accounts for the Franchised Business to Franchisor and shall notify the telephone company, all listing agencies and social media businesses of the termination or expiration of Franchisee's right to use any telephone numbers, facsimile numbers associated with the Marks or the Marks in any other

context in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at the direction of Franchisor; and

17.1.9 comply with all other applicable provisions of this Agreement.

17.2 Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including equipment, supplies and other inventory. The purchase price shall be equal to the assets' book value, excluding any goodwill. If Franchisor elects to exercise this option to purchase, it has the right to set off all amounts due from Franchisee under this Agreement, if any, against the purchase price.

17.3 Survival of Certain Provisions

All obligations of Franchisor and Franchisee that expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

18. COVENANT NOT TO COMPETE AND UNFAIR COMPETITION

18.1 Protectable Interests

Franchisee acknowledges that the restrictive covenants contained herein are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

18.1.1 to protect the Trade Secrets and other Confidential Information of Franchisor;

18.1.2 to induce Franchisor to grant a Franchise to Franchisee; and

18.1.3 to protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

18.2 Restrictions on Competition

Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, shall while this agreement is in effect and, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

18.2.1 own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within a fifty (50) mile radius of the Approved Location (or within the Protected Territory, if greater), or (b) within a fifty (50) mile radius of the location of any other Deck Rescue™ Business in existence at the time of termination or expiration; or

18.2.2 solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor.

18.2.3 In furtherance of this Section, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements the same as or similar to the standard form Nondisclosure and Non-Competition Agreement attached as Exhibit 2.

18.3 Other Business Activity

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses. In the context of termination and if Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this

Section, Franchisor has the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

19. TRANSFERABILITY OF INTEREST

19.1 Transfer by Franchisor

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor hereunder and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

19.2 Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Business, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

19.2.1 Franchisee has complied with the requirements set forth herein;

19.2.2 all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

19.2.3 Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to the General Release attached as an Exhibit, of any and all claims against Franchisor, including its officers, directors, legal representatives, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities) including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination

of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

19.2.4 the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

19.2.5 the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have, at Franchisor's option, executed either the then-current Franchise Agreement for new franchisees, which may be substantially different from this Agreement, including different Marketing Fund Contribution rates and other material provisions, or this Agreement. If a new franchise agreement is executed, Franchisor has the right to limit its term to the remaining term of this Agreement;

19.2.6 the transferee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor and its officers, directors, legal representatives, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities) with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

19.2.7 Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

19.2.8 Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount of Ten Thousand Dollars (\$10,000.00). If the transfer is made to an existing Franchisee, the transfer fee is One Thousand Dollars (\$1,000.00);

19.2.9 the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term by executing a personal guaranty in such form as prepared by Franchisor;

19.2.10 Franchisee has agreed to be bound to the obligations of the new franchise agreement and to guarantee the full performance thereof by the transferee, if required by Franchisor;

19.2.11 the transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

19.2.12 Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form the same as or similar to the standard form Nondisclosure and Non-Competition Agreement; and

19.2.13 the transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training prior to assuming the management of the day-to-day operation of the Franchised Business.

19.3 Transfer to a Controlled Entity

If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity that is entirely owned by Franchisee ("Controlled Entity") Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

19.3.1 the Controlled Entity is newly organized and its charter provides that its activities are confined exclusively to the operation of the Franchised Business;

19.3.2 Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

19.3.3 all obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee;

19.3.4 the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

19.3.5 all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full

payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

19.3.6 each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement or if the ownership is held in a non-certificated form, that the transfer records of the Controlled Entity contain a similar endorsement;

19.3.7 copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

19.3.8 The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

19.3.9 Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

19.4 Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended transferee identified by Franchisee.

19.5 For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business or vehicle, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

19.6 Transfer by Death or Incapacity

Upon the death or Incapacity of any individual Franchisee or any holder of a legal or beneficial interest in Franchisee, the appropriate representative of such person (whether administrator, personal representative or trustee) will, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice of law provision being applicable only for this Section. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications.

Following the death or Incapacity of any individual franchisee or any holder of a legal or beneficial interest in Franchisee, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Manual from time to time, currently equal to TWO HUNDRED DOLLARS (\$200.00) per day plus travel and lodging expenses, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

20. RIGHT OF FIRST REFUSAL

20.1 Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity) the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

20.2 Franchisor's Right to Purchase

Franchisor shall, for sixty (60) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to one hundred twenty (120) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

20.3 Non-Exercise of Right of First Refusal

If Franchisor does not exercise this right of first refusal within sixty (60) days, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval of the proposed transferee as required herein. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

21. BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified as Holders of a Legal or Beneficial Interest are the sole holders of a legal or beneficial interest (in the stated proportions) of Franchisee.

22. RELATIONSHIP AND INDEMNIFICATION

22.1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all forms, stationery or other written

materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt or any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business and, if applicable, the Non-Franchised Business. Any third party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

Franchisee is an independent business and any employees or contractors of Franchisee are solely employees or contractors of Franchisee and are not in any way employees or contractors of Franchisor jointly or severally.

22.2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

22.3 Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, that arises from or is based upon Franchisee's (a) ownership or operation of the Franchised Business; (b) ownership or operation of the Non-Franchised Business, if applicable; (c) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (d) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); (e) defamation of Franchisor or the System; (f) acts, errors or omissions committed or incurred in connection with the Franchised Business, including any negligent or intentional acts; (g) acts, errors or omissions committed or incurred in connection with the Non-Franchised Business, if applicable, including any negligent or intentional acts; or (h) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Confidential Information. The obligations of this Section shall expressly survive the termination of this Agreement.

22.4 Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. Franchisee shall cooperate with Franchisor in its handling of any such action, suit, demand, claim, investigation or proceeding. If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to refuse to pay a third party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

23. GENERAL CONDITIONS AND PROVISIONS

23.1 No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

23.2 Injunctive Relief

As any breach by Franchisee of any of the restrictions contained herein would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or

a permanent injunction) against any such breach, whether actual or contemplated, Franchisee hereby consents to such an order, and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same.

23.3 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by reasonably reliable electronic communication system; or (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service. Either party may change its address by a written notice sent in accordance with this Section. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address:

Deck Rescue™ Franchising, LLC
Attn: President
8494 Norwalk Road
Litchfield, Ohio 44253
Email: _____

23.4 Cost of Enforcement or Defense

If Franchisor or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

23.5 Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Guaranty and Assumption of Obligations attached as an Exhibit, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

23.6 Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no

liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

23.7 Entire Agreement

This Agreement, its exhibits and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations (other than those within Franchisor's Deck Rescue™ Disclosure), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, that are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

23.8 Severability and Modification

Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

Notwithstanding the above, each of the covenants contained in Section 18 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets and other Confidential Information or on competition to the maximum extent provided or permitted by law.

23.9 Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

23.10 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except for Franchisee's payment of monies to Franchisor, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, pandemic, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

23.11 Timing

Time is of the essence. Failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

23.12 Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

23.13 Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

23.14 Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

23.15 Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original. The parties agree that if this Agreement is signed through electronic signature or e-signature, that such signatures shall be binding as if it was an original.

24. DISPUTE RESOLUTION

24.1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration.

24.2 Consent to Jurisdiction

Any action brought by either party, except those claims required to be submitted to arbitration, shall be brought in the appropriate state or federal court located in or serving Medina County, Ohio. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision and Franchisee consents to the personal jurisdiction of such courts. The parties hereby submit to service of process by registered mail, return receipt requested or by any other manner provided by law. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

24.3 Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

24.4 Limitations of Claims

Any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an action for a claim is commenced within one (1) year from the

date on which Franchisee knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

24.5 Limitation of Damages

Franchisee waives, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees. Franchisee waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's contract damages shall not exceed and shall be limited to refund of Franchisee's Franchise Fee and Royalty Fee payments.

24.6 Waiver of Jury Trial and Joint Clause

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM. FRANCHISEE FURTHER WAIVES ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR JOIN IN SUITS WITH OTHER FRANCHISEES AND WILL ONLY INITIATE A SUIT OR PROCEEDING ON ITS OWN BEHALF AS APPLICABLE.

24.7 Arbitration

This Agreement is a written agreement evidencing a transaction involving commerce and is, therefore, subject to the terms and provisions of Ohio law regarding arbitration. Except for a controversy or claim relating to the ownership, validity or registration of any trademark, copyright or patent of Franchisor, or Franchisee's unauthorized use or disclosure of confidential information, or as specifically otherwise provided in this Agreement, the parties agree that any and all disputes between them and any claim by either party that cannot be amicably settled shall be determined solely and exclusively by arbitration under the rules of the Ohio Arbitration Act, American Arbitration Association or similar organization or set of rules. If the parties cannot agree upon a single arbitrator, then upon the demand of either party to submit any dispute for arbitration, each shall select a representative to act in its behalf. The two elected representatives shall meet within two (2) weeks of the time demand is made, unless the parties otherwise agree in writing. The two representatives shall agree upon a single arbitrator (the "Arbitrator"), who shall be a member of the Ohio Bar in good standing for at least 10 years. Should the parties fail to agree on an arbitrator within the two (2) week time period provided, Franchisor shall notify the entity providing the arbitration services and request that they select an arbitrator, whose selection shall be final. The Arbitrator shall hear the dispute within two (2)

weeks of the date of the meeting of the representatives. The Arbitrator shall hear the dispute in Medina, Ohio or another location as determined solely by Franchisor, and said Arbitrator may properly consider any and all matters related thereto that would be admissible in a non-jury trial under applicable Federal Rules of Civil Procedure or Evidence. The Arbitrator's award shall be announced within seven (7) days of the hearing of the dispute and shall include all fees, costs and attorneys' fees to the prevailing party. The Arbitrator is permitted to issues award for only actual damages and may not issue an award or include in its award calculation for any damages expressly excluded in this Agreement. Judgment upon the award of the Arbitrator shall be binding and shall be entered in a court of competent jurisdiction. In many instances, arbitration may be the sole proceeding available to the parties, who may also be required by the Arbitrator to pay a fee, which shall be shared equally by the parties. Franchisee acknowledges, understands and agrees that it is the intent of the parties that any arbitration between Franchisor and Franchisee shall be of Franchisee's individual claims and that the claims subject to arbitration shall not be arbitrated on a class-wide basis or combined with any claims of any other Franchisee. Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any trademark, copyright or patent of Franchisor, and shall have no authority to declare any trademark, copyright or patent invalid, abandoned, misused, abused or otherwise affect the registration thereof.

In no event shall Franchisee be entitled to money damages based upon any claim that Franchisor has unreasonably withheld or unreasonably delayed any consent or approval to a proposed act by Franchisee under any terms of this Franchise Agreement, and Franchisee hereby waives any such claims, including by way of set-off, counterclaim or defense based on any such claim.

Notwithstanding any provision contained in this Section, nothing herein contained shall prevent Franchisor from applying to and obtaining from any court having jurisdiction, a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief to safeguard and protect Franchisor's interest prior to the filing of any arbitration proceeding or pending the handing down of a decision or award pursuant to any arbitration proceeding conducted hereunder.

25. ACKNOWLEDGMENTS

25.1 Receipt of this Agreement and the Federal Disclosure Agreement

Franchisee represents and acknowledges that it has received, read and understands this Agreement, Franchisor's Federal Disclosure Agreement and Exhibits; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received an exact copy of this Agreement and its exhibits at least five (5) business days prior to the date on which this Agreement was executed. Franchisee further represents and acknowledges that it has received, at least ten (10) business days prior to the date

on which this Agreement was executed, the disclosure document required by the Federal Trade Commission.

25.2 Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

25.3 True and Accurate Information

Franchisee acknowledges and agrees to the following:

THE SUCCESS OF FRANCHISEE IN OWNING AND OPERATING A FRANCHISE IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, THE FRANCHISEE'S INDEPENDENT BUSINESS ABILITY. THIS OFFERING IS NOT A SECURITY AS THAT TERM IS DEFINED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. FRANCHISEE ACKNOWLEDGES THE SYSTEM IS DEPENDED UPON THIRD-PARTY SERVICE PROVIDORS AND THE FRANCHISOR IS NOT RESPONSIBLE FOR INTERRUPTION IN SERVICE DUE TO ACTIONS AND INACTIONS OF SAID SERVICE PROVIDORS NOW AND IN THE FUTURE. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE EMPLOYEES OF THE FRANCHISE BUSINESS RESTS SOLELY WITH THE FRANCHISEE. THE FRANCHISEE HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY. NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY FRANCHISOR TO INDUCE FRANCHISEE TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED HEREIN. FRANCHISOR HAS NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SALES OF THE BUSINESS VENTURE TO FRANCHISEE AND FRANCHISOR CANNOT, EXCEPT UNDER THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER FRANCHISEE'S BUSINESS. FRANCHISEE ACKNOWLEDGES AND AGREES THAT IT HAS NO KNOWLEDGE OF ANY REPRESENTATION MADE BY FRANCHISOR OR ITS REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED HEREIN.

FRANCHISEE ACKNOWLEDGES THAT THERE MAY BE APPLICABLE FEDERAL, STATE AND LOCAL LAWS THAT APPLY TO THE OPERATION OF THE FRANCHISED BUSINESS. IT IS THE FRANCHISEE'S SOLE RESPONSIBILITY TO CONSULT WITH AN ATTORNEY, ACCOUNTANT, AND BUSINESS ADVISOR TO ENSURE COMPLIANCE WITH THESE LAWS AND RESTRICTIONS.

26. ENTIRE AGREEMENT

This Agreement, the documents referred to herein and the Attachments hereto, if any, constitute the entire, full and complete Agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements (including, but not limited to, the Franchise Application or previously executed Agreements) no other representations having induced Franchisee to execute this Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement in writing or by electronic signature.

DECK RESCUE™ FRANCHISING, LLC:

By: _____

Name: _____

Title: _____

FRANCHISEE: _____

(type/print name)

By: _____

Name: _____

Title: _____

[or, if an individual]

Signed: _____

Name printed: _____

TAB B

EXHIBIT B

GUARANTY OF OBLIGATIONS

In consideration of, and as an inducement to, the execution of a Franchise Agreement (hereinafter the "Agreement") dated the ____ day of _____, 20____ by and between DECK RESCUE FRANCHISING, LLC, a limited liability company organized under the laws of the State of Ohio, (hereinafter referred to as "Franchisor") and _____ with its principal address at _____ (hereinafter "Franchisee"), each of the undersigned (hereinafter jointly referred to as "Guarantor") does hereby agree as follows:

1. The Guarantor does hereby jointly and severally unconditionally guaranty the full, prompt and complete performance of the Franchisee under the terms, covenants and conditions of the Agreement, as if the Guarantor was personally signing the Agreement, including without limitation the complete and prompt payment of all indebtedness to its vendors, supplies, and the Franchisor under the Franchise Agreement and any revisions, modifications and amendments thereto (hereinafter collectively referred to as the "Agreement"). The word "indebtedness" is used herein in its most comprehensive sense and includes without limitation any and all advances, debts, obligations, and liabilities of the Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable. The Guarantor also further agrees to be personally restricted by the provisions in Section 16 of the Franchise Agreement and as provided therein shall not engage, directly or indirectly, in any business competitive to that of the Franchise both during the term and for two (2) years thereafter.

2. The obligations of the Guarantor are independent of the obligations of Franchisee and a separate action or actions may be brought and prosecuted against any or all Guarantors, whether or not actions are brought against the Franchisee or whether the Franchisee is joined in any such action.

3. If the Franchisee is a corporation, Franchisor shall not be obligated to inquire into the power or authority of the Franchisee or the officers, directors, or agents acting or purporting to act on the Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantor is a corporation or partnership it shall be conclusively presumed that the Guarantor and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporation or partnership and that such corporation or partnership have the express power to act as the Guarantor pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such corporation or partnership.

4. Franchisor, its successors and assigns, may from time to time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the liabilities, whether or not it or its successors have resorted to any property securing any of the liabilities or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the liabilities; (b) release or compromise any liability of any of the undersigned hereunder or any liability of any party or parties primarily or secondarily liable on any of the liabilities; and (c) extend, renew or credit any of the liabilities for any period (whether or not longer than the original period); alter,

amend or exchange any of the liabilities; or give any other form of indulgence, whether under the Agreement or otherwise.

5. The Guarantor further waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the foregoing Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and Franchisor resulting from such Agreement or otherwise, and the settlement, compromise or adjustment thereof.

6. In the event any dispute between the Franchisor and the Guarantor cannot be settled amicably, the parties agree said dispute shall be settled in accordance with the Commercial Rules of the American Arbitration Association. The Arbitration shall be held at Franchisor's corporate office or another location as determined solely by Franchisor. The undersigned agree to pay all expenses paid or incurred by Franchisor in attempting to enforce the foregoing Agreement and this Guaranty against Franchisee and against the undersigned and in attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees if such enforcement or collection is by or through an attorney. Any waiver, extension of time or other indulgence granted from time to time by Franchisor or its agents, successors or assigns, with respect to the foregoing Agreement, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

7. This Guaranty shall be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantor, and the death of any Guarantor shall not terminate the liability of such Guarantor or limit the liability of the other Guarantors hereunder.

8. If more than one person has executed this Guaranty, the term "the undersigned" or "Guarantor" as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty under seal effective as of the ____ day of _____, 20 ____.

GUARANTOR:

GUARANTOR:

Signature

Signature

Printed Name

Printed Name

Home Address
4845-3359-9463, v. 1

Home Address

TAB C

EXHIBIT C

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into this ____ day of _____, 20 __, between DECK RESCUE FRANCHISING, LLC, an Ohio limited liability company ("Franchisor"), [FRANCHISEE ENTITY], a _____ ("Franchisee"), _____ and _____ (_____ and _____ shall each be considered to be a "Covenantor" hereunder).

RECITALS

WHEREAS, the Franchisor has the right to utilize and license a method (the "System") for the related to the operation of a virtual shooting range and training center identified to the public under the name "Deck Rescue™"; and

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the marks "Deck Rescue™" and other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols as Franchisor may develop in the future (the "Licensed Marks") to identify for the public the source of services and products marketed under the marks and under the System which Franchisor may change, improve and further develop and which Franchisor uses in connection with the operation of the System (the "Trade Secrets"); and

WHEREAS, the Licensed Marks and Trade Secrets provide economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means by, Franchisor's competitors who could obtain economic value from knowledge and use of the Trade Secrets; and

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, Franchisor has granted Franchisee the limited right to operate a Deck Rescue™ franchise using the System (the "Unit"), the Licensed Marks and the Trade Secrets, pursuant to a Franchise Agreement dated _____, 20 __ ("Franchise Agreement"), by and between Franchisor and Franchisee; and

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access and dissemination of the Trade Secrets; and

WHEREAS, it is necessary for the shareholders, officers, directors, general partners, members, managers, certain employees, agents, and independent contractors of Franchisee, or any entity having an interest in Franchisee ("Covenantor") to have access to and to use some or all of the Trade Secrets in the management and operation of Franchisee's Unit using the System; and

WHEREAS, Franchisee has agreed to obtain from Covenantor written agreements protecting the Trade Secrets and the System against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor;

NOW, THEREFORE, in consideration of the mutual covenant and obligations contained in this Agreement, the parties agree as follows:

I. Confidentiality

1. Franchisor and/or Franchisee shall disclose to Covenantor some or all of the Trade Secrets relating to the System. All information and materials, including, without limitation, the designs of the ice cream batch freezer and the ice cream scoop used in the System, manuals, recipes, drawings, specifications, techniques, vendors, and terms of agreement related to the System or Unit are deemed confidential Trade Secrets for the purposes of this Agreement.

2. Covenantor shall receive the Trade Secrets in confidence and must, at all times, maintain them in confidence, and use them only in the course of their employment or association with a Franchisee and then only in connection with the development and/or operation by Franchisee of the Unit for so long as Franchisee is licensed by Franchisor to use the System.

3. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without Franchisor's express written permission.

4. Covenantor shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of the Unit.

5. Covenantor must surrender any materials containing some or all of the Trade Secrets to Franchisee or Franchisor, upon request, or upon termination of employment by or association with Franchisee, or upon conclusion of the use for which the information or material may have been furnished to Covenantor.

6. Covenantor shall not at any time, directly or indirectly, do any act that is or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System.

7. Franchisor makes all manuals available online to Franchisee for limited purposes only and they remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

II. Covenants Not to Compete

1. Covenantor agrees and covenants that during the term of the Franchise Agreement and for two years following the earlier of the expiration, termination or transfer of all Franchisee's interest in the Franchise Agreement or the termination of their association with or employment by Franchisee, Covenantor will not without the prior written consent of Franchisor:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Unit, Franchisor, Franchisee, or any other franchisee of Franchisor to any competitor;

b. Employ, or seek to employ, any person who is at the time or was within the preceding one hundred eighty (180) days employed by Franchisor, any of its affiliates or any franchisee of franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment; and

c. Except with respect to the Unit not to directly or indirectly, for themselves or through, on behalf of, or in conjunction with any person, partnership, limited liability company or corporation, directly or indirectly without the prior written consent of Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, limited liability companies, unincorporated associations or joint ventures) become employed, advise, assist or make loans to, any business that is of a character and

concept similar to the System. As used in this Agreement, the term "similar" means a business that operates a virtual shooting range and training center, and which business is located, or is intended to be located, or any channel of distribution or sales, within the exclusive Territory granted Franchisee by the Franchise Agreement, within the exclusive Territory granted other Franchisees pursuant to Franchise Agreements, or within a thirty (30) mile radius of the location of any Deck Rescue™ Unit in existence or under construction, whether owned by Franchisor, its affiliates or a franchisee.

III. Miscellaneous

1. Franchisee shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

2. Covenantor and Franchisee agree that in the event of a breach of this Agreement, Franchisor would be irreparably injured and would be without an adequate remedy at law. Therefore, in the event of a breach, or threatened or attempted breach of any of the provisions in this Agreement, Franchisor is entitled to enforce the provisions of this Agreement and is entitled to, in addition to any other remedies available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

3. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

4. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, REGARDLESS OF THAT STATE'S RULES REGARDING CHOICE OF LAW. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF MEDINA COUNTY, OHIO AND THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY OHIO OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE MEDINA COUNTY, OHIO; PROVIDED, HOWEVER, FRANCHISOR MAY SEEK INJUNCTIVE RELIEF AGAINST COVENANTOR IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE TRIAL BY JURY.

5. The parties acknowledge and agree that each of the covenants contained in this Agreement are 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 the goodwill or other business interests of Franchisor.

6. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

7. This Agreement, and, if applicable, the Unit Franchise Agreement, shall be construed together and constitute the entire, full, and complete understanding and agreement between the parties hereto concerning the matters herein contained. Franchisee and Covenantor agree and acknowledge that they have not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, covenants, conditions, promises or inducements whatsoever whether oral or written, express or implied, statutory or otherwise, and whether directly related to the contents hereof or collateral thereto, made by Franchisor, its officers, directors, agents, employees or contractors.

8. All notices and demands required to be given must be in writing and sent by personal delivery, expedited delivery service, certified mail, return receipt requested, first-class postage prepaid or email (provided that the sender confirms the email by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

DECK RESCUE FRANCHISING, LLC
ATTN: David Hydock
8494 Norwalk Road
Litchfield, Ohio 44253

If directed to Franchisee, the notice shall be addressed to:

Attention: _____
Email: _____

If directed to Covenantor, the notice shall be addressed to:

Attention: _____
Email: _____

and

Attention: _____
Email: _____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by email shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and national holidays.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective affiliates, successor and assigns. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISOR

DECK RESCUE FRANCHISING, LLC, an Ohio
limited liability company

DO NOT SIGN – FDD EXHIBIT

By: _____
David Hydock
Title: President

FRANCHISEE

[FRANCHISEE ENTITY]

DO NOT SIGN – FDD EXHIBIT

By: _____
Name: _____
Title: _____

COVENANTOR

DO NOT SIGN – FDD EXHIBIT

DO NOT SIGN – FDD EXHIBIT

TAB D

EXHIBIT D
CURRENT FRANCHISEES

Gary Young / Groves Real Estate
Investments, Inc.
P. O. Box 953
North Olmsted, OH 44070
(440) 309-4992
E-mail: gyoung@deckrescue.net

Andy Stout / Deck & Pier Rescue
208 W. Emeline Street
Milford, Indiana 46542
(574) 457-2328
E-mail: astout@deckrescue.net

Tony Bruce / Bruce Capital, LLC
10167 Royalton Rd Unit-F
North Royalton, OH 44133
(440) 237-2300
E-mail: tbruce@deckrescue.net

Tyler Falvey / TDF 14, LLC
11695 Jamie Drive
Concord Township, OH 44077
440 551-9684
E-mail: tfalvey@deckrescue.net

Seth Agee
243 Brinker Street
Bellevue, OH 44811
(567) 228-4474
E-mail: sagee@deckrescue.net

Ivan Gonzalez and Marco Hurtado
5506 West Lincoln Avenue
West Allis, WI 53219
(414) 600-1152
E-mail: igonzalez@deckrescue.net /
mhurtado@deckrescue.net

Clint Herte / CD Herte Construction
13299 Old Mill Road
Spencer, OH 44275
330 725-3731
E-mail: cherte@deckrescue.net

Colton Derksen
9150 Crow Road
Litchfield, OH 44253
(330) 227-8277
E-mail: cderksen@deckrescue.net

Former Franchisees who transferred their Franchises to other current Franchisees in 2019 and 2020:

John Sachs
Bellevue, Ohio 44811
Phone No. (866) 578-3325

Charles Simmons
Hinkley, Ohio 44233
Phone No. (330) 208-2476

Dan Eisner
Columbus, Ohio
Phone No. (614) 769-2455

Fred Mendiola
Kent, Ohio
Phone No. (330) 474-9485

TABLE

EXHIBIT E

DECK RESCUE

FRANCHISING, LLC

ACH CUSTOMER AUTHORIZATION FORM
AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBITS AND OR CREDITS

Business Name or D/B/A of Franchisee: _____

Direct Payment via ACH is the transfer of funds from the Franchisee account for the purpose of making a payment.

I hereby authorize Deck Rescue™ Range Franchising, LLC, hereafter called Company, to initiate debit entries to my account with the depository named below that is authorized for the debit and credit transactions. Additional charges may apply if any charge is rejected due to Non-Sufficient Funds.

Depository Bank Name:	
Bank Address:	
Phone #:	
Bank Transit/ABA #:	Bank Account #

PLEASE PROVIDE A CANCELED CHECK FOR VERIFICATION

THIS AUTHORITY IS TO REMAIN IN FULL FORCE AND IN EFFECT UNTIL TERMINATION OF FRANCHISE RELATIONSHIP AND FULL PAYMENT OF ALL FUNDS DUE COMPANY AND IN SUCH TIME AND MANNER AS TO AFFORD COMPANY AND DEPOSITORY A REASONABLE OPPORTUNITY TO ACT ON IT.

I UNDERSTAND THAT COMPANY REQUIRES A 7 DAY ADVANCE WRITTEN NOTICE FOR ANY CHANGES IN BANK ACCOUNT OR TRANSIT (ABA).

Date: _____

Authorized Name (type): _____

Authorized Name (Signature): _____

TAB F

EXHIBIT F

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

CALIFORNIA

Toll-Free: 1-866-275-2677

Department of Business Oversight:

Los Angeles

320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

1515 K Street, Suite 200
Sacramento, California 95814
(916) 445-7205

San Diego

1350 Front Street, Room 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104
(415) 557-3787

CONNECTICUT

Banking Commissioner
Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8299

HAWAII

Commissioner of Securities of the State of
Hawaii
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HA 96813
(808) 586-2722

ILLINOIS

Franchise Division
Office of Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Franchise Division
Indiana Secretary of State
302 West Washington, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place – 20th Floor
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Franchise Section
525 West Ottawa Street
G. Mennen Williams Bldg., 1st Floor
Lansing MI 48913
(517) 373-7117

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101
(651) 539-1500

NEW YORK

Bureau of Investor Protection and Securities
New York State Department of Law
120 Broadway, 23rd Floor
New York NY 10271
(212) 416-8211

NORTH DAKOTA

Franchise Division
Office of Securities Commission
600 East Boulevard - 5th Floor
Bismarck, ND 58505
(701) 328-2910

OREGON

Corporate Securities Section
Dept. of Insurance & Finance
Labor & Industries Bldg.
Salem, OR 97310
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Division of Securities, Bldg. 69, First Floor
John O. Pastore Center
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Department of Labor and Regulation
Division of Securities
124 S. Euclid, Suite 104
Pierre, SD 57501
(605) 773-4823

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main St.
Richmond, VA 23219
(804) 371-9051

WASHINGTON

Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road, S.W.
Tumwater, WA 98501
Voice: (360) 902-8760
Fax: (360) 586-5068

WISCONSIN

Office of the Commissioner of Securities
201 W. Washington Ave., Suite 300
Madison, WI 53703
(608) 261-9555

TAB G

EXHIBIT G

AGENTS FOR SERVICE OF PROCESS

We intend to register this Franchise Disclosure Document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agent for service of process. If a state is not listed, **Deck Rescue™ Franchising, LLC** has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which **Deck Rescue™ Franchising, LLC** has appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of Business Oversight
Department of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814-4052

FLORIDA

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
ATTN: Business Opportunities
PO Box 6700
Tallahassee, FL 32314-6700

HAWAII

Business Registration Division
Department of Commerce and
Consumer Affairs
1010 Richards Street
Honolulu, Hawaii 96813

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA

Secretary of State
Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

MARYLAND

Maryland Division of Securities
Office of the Attorney General
200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202-2020

MICHIGAN

Department of the Attorney General's Office
Consumer Protection Division
Attn: Franchise
670 Law Building
Lansing, Michigan 48913

MINNESOTA

Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198

NEBRASKA

Nebraska Department of Banking
and Finance
1200 N Street
P.O. Box 95006
Lincoln, Nebraska 68509-5006

NEW YORK

Secretary of State of the State of New York
99 Washington Avenue
Albany, New York 12231

NORTH DAKOTA

Securities Commission
State of North Dakota
Capitol Building
Bismarck, North Dakota 58505

OHIO

David Hydock
8494 Norwalk Road
Litchfield, Ohio 44253
(888) 949-3625

OREGON

Director
Department of Consumer and
Business Services
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310

RHODE ISLAND

Chief Securities Examiner
Department of Business Regulation
Banking Division, Franchise Section
Suite 232
233 Richmond Street
Providence, Rhode Island 02903-4232

SOUTH DAKOTA

Department of Commerce and Regulation
Division of Securities
118 West Capitol Avenue
Pierre, South Dakota 57501-2017

TEXAS

Secretary of State
P.O. Box 12887
Austin, Texas 78711

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON STATE

State of Washington
Department of Financial Institutions
Securities Division
210 11th Avenue, SW, Room 300
P.O. Box 9033
Olympia, Washington 98507-9033

WISCONSIN

Commissioner of Securities
Franchise Investment Division
Fourth Floor
101 East Wilson Street

TAB H

DECK RESCUE[®]

FRANCHISING, LLC

Operations Manual Table of Contents

- 1) **Introduction / Business Overview**
- 2) **Business Philosophy / Ethics**
- 3) **Managing Your Business Income**
- 4) **Licenses, Certifications and Insurance**
- 5) **Business Organizations / Associations**
- 6) **Equipment and Vehicle Specifications**
- 7) **Uniforms and Company Apparel**
- 8) **Establishing Your Home Office**
- 9) **Accounting and CRM Software Tutorial**
- 10) **Ordering Chemicals**
- 11) **Advertising & Marketing**
- 12) **Estimating Jobs**
- 13) **Setting And Achieving Sales Targets**
- 14) **Scheduling and Invoicing**
- 15) **Equipment Care and Maintenance (Employee Manual)**
- 16) **Equipment Troubleshooting (Employee Manual)**
- 17) **Supply Checklist (Employee Manual)**
- 18) **Quality Control Tips (Employee Manual)**
- 19) **Legitimate Shortcuts (Employee Manual)**
- 20) **General Tips and Policies (Employee Manual)**
- 21) **Managing Employees**
- 22) **Franchisor Relations**
- 23) **Franchisee Relations**
- 24) **Competition Relations**
- 25) **Conclusion**

TAB I

EXHIBIT I
FINANCIAL STATEMENTS

Attached are Deck Rescue Franchising, LLC's audited financial statements for the periods ending December 31, 2018, 2019, and 2020. In addition, unaudited financial statements for subsequent quarters may also be attached as required under State and Federal Franchise Disclosure Requirements. Our fiscal year-end is December 31st. There is no affiliate or parent of Franchisor that is guaranteeing any of our obligations to you. There are no other financial statements attached for any parent, affiliate or subsidiary.

DECK RESCUE FRANCHISING, LLC
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2020, 2019 AND 2018

DECK RESCUE FRANCHISING, LLC
(AN OHIO LIMITED LIABILITY COMPANY)
DECEMBER 31, 2020, 2019 AND 2018
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Statements of Income	4
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April 6, 2021

Independent Auditors' Report

To the Board of Directors
Deck Rescue Franchising, LLC
Cleveland, Ohio

Report on the Financial Statements

We have audited the accompanying financial statements of Deck Rescue Franchising, LLC. (an Ohio Limited Liability Company), which comprise the balance sheets as of December 31, 2020, 2019 and 2018, and the related statements of income, member's capital, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the balance sheets of Deck Rescue Franchising, LLC as of December 31, 2020, 2019 and 2018, and the related statements of income, member's capital, and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Koester, DiSalvo and Fried

DECK RESCUE FRANCHISING, LLC

BALANCE SHEETS

	ASSETS		
	<u>Dec. 31, 2020</u>	<u>Dec. 31, 2019</u>	<u>Dec. 31, 2018</u>
Current Assets			
Cash-checking	\$ 509	\$ 744	\$ 2,947
Officer advances	<u>8,261</u>	<u>7,142</u>	<u>1,410</u>
Total Current Assets	8,770	7,886	4,357
Property and Equipment			
Furniture & fixtures	28,319	28,319	28,319
Office equipment	8,418	8,418	8,418
Less: accumulated depreciation	<u>(14,786)</u>	<u>(12,676)</u>	<u>(10,182)</u>
Net Property and Equipment	21,951	24,061	26,555
Other Assets			
Organization costs	34,000	34,000	34,000
Less amortization	<u>(32,554)</u>	<u>(30,287)</u>	<u>(28,020)</u>
Total Other Assets	<u>1,446</u>	<u>3,713</u>	<u>5,980</u>
TOTAL ASSETS	<u>\$ 32,167</u>	<u>\$ 35,660</u>	<u>\$ 36,892</u>

The Accompanying Notes are an Integral Part of These Financial Statements

DECK RESCUE FRANCHISING, LLC

BALANCE SHEETS

LIABILITIES AND MEMBER'S CAPITAL

	<u>Dec. 31, 2020</u>	<u>Dec. 31, 2019</u>	<u>Dec. 31, 2018</u>
Current Liabilities			
Credit card payables	16,247	14,230	9,452
Current portion-lt loan	<u>1,854</u>	<u>1,744</u>	<u>1,764</u>
Total Current Liabilities	18,101	15,974	11,216
Long-Term Liabilities			
Loan-Enerbank	15,043	16,907	20,121
Less current portion	<u>(1,854)</u>	<u>(1,744)</u>	<u>(1,764)</u>
Total Long-Term Liabilities	<u>13,189</u>	<u>15,163</u>	<u>18,357</u>
Total Liabilities	31,290	31,137	29,573
Member's Capital	<u>877</u>	<u>4,523</u>	<u>7,319</u>
TOTAL LIABILITIES AND MEMBER'S CAPITAL	<u>\$ 32,167</u>	<u>\$ 35,660</u>	<u>\$ 36,892</u>

The Accompanying Notes are an Integral Part of These Financial Statements

DECK RESCUE FRANCHISING, LLC
INCOME STATEMENTS
FOR THE YEARS ENDED

	<u>12/31/20</u>	<u>12/31/19</u>	<u>12/31/18</u>
Revenue			
Sales	\$ 61,110	\$ 54,465	\$ 79,535
Total Revenue	<u>61,110</u>	<u>54,465</u>	<u>79,535</u>
Operating Expenses			
Advertising	15,534	14,293	7,590
Amortization	2,267	2,267	2,267
Auto & truck	3,842	3,571	7,353
Bank charges	196	191	39
Computer software	2,333	6,706	4,707
Consulting	2,200	350	1,415
Contributions	0	0	250
Depreciation	2,110	2,494	2,173
Dues and subsc.	0	2,300	650
Promotion	2,215	3,531	5,346
Interest	5,256	5,631	3,301
Licenses and fees	420	1,325	1,311
Miscellaneous	113	0	0
Office supplies	1,062	1,076	1,267
Postage	0	220	11
Prof. fees-acct.	5,000	0	0
Prof. fees-legal	735	0	0
Printing	0	344	981
Repairs & maintenance	0	0	3,063
Telephone	1,399	1,187	1,057
Travel exp.	541	1,775	2,819
Total Operating Expenses	<u>45,223</u>	<u>47,261</u>	<u>45,600</u>
Income Before Income Taxes	15,887	7,204	33,935
Income Taxes (See Note 9)			
Total Income Taxes	<u>0</u>	<u>0</u>	<u>0</u>
NET INCOME	<u>\$ 15,887</u>	<u>\$ 7,204</u>	<u>\$ 33,935</u>

The Accompanying Notes are an Integral Part of These Financial Statements

DECK RESCUE FRANCHISING, LLC
STATEMENTS OF MEMBER'S CAPITAL
FOR THE YEARS ENDED

	<u>Dec. 31, 2020</u>	<u>Dec. 31, 2019</u>	<u>Dec. 31, 2018</u>
Member's Capital- Beginning	\$ 4,523	\$ 7,319	8,384
Current Income	15,887	7,204	33,935
Withdrawals	<u>(19,533)</u>	<u>(10,000)</u>	<u>(35,000)</u>
Member's Capital- End of Period	<u>\$ 877</u>	<u>\$ 4,523</u>	<u>\$ 7,319</u>

The Accompanying Notes are an Integral Part of These Financial Statements

DECK RESCUE FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED

	<u>Dec. 31, 2020</u>	<u>Dec. 31, 2019</u>	<u>Dec. 31, 2018</u>
Cash Flows From Operating Activities			
Net Income	\$ 15,887	\$ 7,204	\$ 33,935
Adjustments to reconcile Net Income to net cash provided by operating activities			
Depreciation and Amortization	4,377	4,761	4,440
(Increase) Decrease in Operating Assets:			
Related party (advances) repayment	(1,119)	(5,732)	4,608
Increase (Decrease) in Operating Liabilities:			
Credit card payable	<u>2,017</u>	<u>4,778</u>	<u>(1,578)</u>
Total Adjustments	<u>5,275</u>	<u>3,807</u>	<u>7,470</u>
Net Cash Provided By Operating Activities	21,162	11,011	41,405
Cash Flows From Investing Activities			
(Purchase) of fixed assets	<u>0</u>	<u>0</u>	<u>(2,019)</u>
Net Cash Provided By Investing Activities	0	0	(2,019)
Cash Flows From Financing Activities			
Notes payable borrowing (repayment)	(1,864)	(3,214)	(2,679)
Withdrawals	<u>(19,533)</u>	<u>(10,000)</u>	<u>(35,000)</u>
Net Cash (Used In) Financing Activities	<u>(21,397)</u>	<u>(13,214)</u>	<u>(37,679)</u>
Net (Decrease) Increase In Cash and Cash Equivalents	(235)	(2,203)	1,707
Cash and Cash Equivalents At Beginning of Period	<u>744</u>	<u>2,947</u>	<u>1,240</u>
CASH AND CASH EQUIVALENTS AT END OF PERIOD	<u>\$ 509</u>	<u>\$ 744</u>	<u>\$ 2,947</u>
Supplemental disclosure			
Interest paid on all indebtedness was	<u>\$ 5,256</u>	<u>\$ 5,631</u>	<u>\$ 3,301</u>

The Accompanying Notes are an Integral Part of These Financial Statements

DECK RESCUE FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2020, 2019 AND 2018

NOTE 1- Description of Organization

- A. Deck Rescue Franchising, LLC (Deck Rescue), located in Litchfield, Ohio, was established in 2006.

Deck Rescue is primarily engaged in the franchising of deck restoring service businesses in Ohio. Deck Rescue focuses on marketing and development of franchises as well as providing management services to them.

- B. Deck Rescue is organized as a Limited Liability company, tax as an S-Corporation.

NOTE 2- Summary of Significant Accounting Policies

- A. General Methods- The accompanying financial statements have been prepared in accordance with auditing standards generally accepted in the United States of America.
- B. Accrual Basis- Deck Rescue records transactions on an accrual basis. Revenue is recognized when earned, and expenses are recognized when the obligations are incurred.
- C. Depreciation - Property and equipment are depreciated using the straight-line method over estimated useful lives. (See Note 5- Property and Equipment)
- D. Use of Estimates- The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of financial statements and the amount of revenue and expenses during the reporting period. Actual results could differ from those estimates.
- E. Deck Rescue complies with FASB ASC 740-Accounting for Uncertainty in Income Taxes. FASB ASC 740 details how companies should recognize, measure, present and disclose uncertain tax positions that have been or are expected to be taken. As such, the financial statements would reflect expected future tax consequences of uncertain tax positions presuming the taxing authorities' full knowledge of the position and all relevant facts, if they existed. Management believes that there are no uncertain tax positions. The organization's tax years that remain subject to examination by the Internal Revenue Service are December 31, 2017, and forward.
- F. Unadopted FASB ASC statements- Various FASB ASC statements have been issued, where compliance is encouraged but not required until years ending after December 31, 2020. Management is unaware of any issued and un-adopted FASB ASC statements that would have a material effect on the financial statements.

See Auditors' Report

DECK RESCUE FRANCHISING, LLC.
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2020, 2019 AND 2018

NOTE 2- Summary of Significant Accounting Policies (Continued)

- G. Valuation hierarchy- FASB ASC 820-10-50 Fair Value Measurements and Disclosures requires categorization of applicable financial instruments into a required fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). For Deck Rescue the financial assets and liabilities reported at fair value are based upon quoted prices for identical assets or liabilities in an active market (Level 1).

NOTE 3- Cash and Cash Equivalents

Deck Rescue considers all highly-liquid investments with an original maturity of three months or less when purchased to be cash equivalents. There are no bank restrictions on the cash accounts.

NOTE 4- Accounts Receivable

Based upon a review of specific accounts, management considers all receivables to be fully collectible; accordingly, no allowance for doubtful accounts is required.

NOTE 5- Property and Equipment

Property and equipment are stated at cost, if purchased or at the fair market value on the date of donation, if contributed. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets as follows:

Category	Estimated useful life
Furniture & Fixtures	7-15 years
Equipment	5 years

Costs of maintenance and repairs are charged to expenses. Costs of renewals and betterments, where significant in amount, are capitalized.

NOTE 6- Line of Credit/Other Commitments

Deck Rescue has a credit card with a local bank which is used as a line of credit. The card has a credit limit of \$8,650 and is unsecured. Interest rate on purchases is calculated at 14.24% and cash advances at 19.24%.

See Auditors' Report

DECK RESCUE FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2020, 2019 AND 2018

NOTE 6- Line of Credit/Other Commitments (Continued)

Deck Rescue also has a credit card with credit limit of \$13,000 and is unsecured. Interest on purchases is calculated at 21.24% and cash advances at 25.24%.

NOTE 7- Notes payable

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Deck Rescue received a loan for the purchase of a fence. The loan is secured by the fence. The loan requires monthly principal of \$313, plus interest. Interest is calculated at 11.99%.	\$15,043	\$16,907	\$20,121

The required principal payments on all the loans for the next five years are as follows:

	<u>Amount</u>
2021	\$ 1,854
2022	2,089
2023	2,353
2024	2,652
2025	2,988
Thereafter	<u>3,107</u>
Total	<u>\$ 15,043</u>

NOTE 8- Advertising

Deck Rescue expenses the cost of advertising the first time the advertising takes place.

NOTE 9- Income Taxes

A provision for Federal income taxes has not been presented because Deck Rescue is taxed as an S-Corporation, therefore income is taxed at the individual member level. Deck Rescue is subject to tax at the local level.

See Auditors' Report

DECK RESCUE FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2020, 2019 AND 2018

NOTE 10- Response to COVID-19

The global and domestic response to the COVID-19 outbreak continues to rapidly evolve. Thus far, certain responses to the outbreak have included mandates from Federal, state and/or local authorities that require temporary closure of or imposed limitations on the operation of certain non-essential businesses. Further, the outbreak and associated responses could impact Deck Rescue and present uncertainty with respect to potential changes in future operations and funding sources.

The "Coronavirus Aid Relief and Economic Security (CARES) Act" was signed into law in March 2020. The CARES Act, among other things, includes provisions relating to refundable payroll tax credits and deferment of the employer portion of Social Security payments. The Organization continues to examine the impacts that the CARES Act may have on its operations.

Further, although the national crisis related to the COVID-19 pandemic has altered the way Deck Rescue conducts business, Deck Rescue believes that it has the resources and means to continue its operations throughout the coming years.

Note 11 – Subsequent Event

Deck Rescue has evaluated subsequent events through April 15, 2021; which is the date the financial statements were available to be issued. No events have occurred that require adjustment to or disclosure in these financial statements.

See Auditors' Report

TAB J

EXHIBIT J

GENERAL RELEASE

THIS GENERAL RELEASE is signed on _____, 20____ by _____ ("RELEASOR") an individual, corporation, limited liability company or partnership with a principal address of _____, in consideration of:

_____ the execution by **Deck Rescue™ Franchising, LLC**, an Ohio limited liability company ("RELEASEE"), of a successor franchise agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain franchise agreement (the "Franchise Agreement") executed by RELEASOR and RELEASEE; or,

_____ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement;

and other good and valuable consideration, the adequacy of which is acknowledged, and accordingly RELEASOR releases and discharges RELEASEE, RELEASEE'S officers, directors, legal representatives, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, personal representatives, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including claims arising under federal, state and local laws, rules and ordinances.

This General Release cannot be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has signed this General Release as of the date first above written.

RELEASOR: _____

By: _____

Print Name: _____

Title (if Franchisee is a legal entity): _____

TAB K

EXHIBIT K

FRANCHISEE COMPLIANCE CERTIFICATION

As you know, DECK RESCUE™ FRANCHISING, LLC (the "Franchisor") and you are preparing to enter into a Franchise Agreement for the establishment and operation of an *Deck Rescue*™ Franchised Business. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed the Franchise Agreement and each Addendum, Exhibit, and related agreement attached to it?

Yes _____ No _____

2. Do you understand all of the information contained in the Franchise Agreement, each Addendum, Exhibit, and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, Addendum, Exhibit, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

3. Have you received and personally reviewed the Franchisor's Franchise Disclosure Document that was provided to you?

Yes _____ No _____

4. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes _____ No _____

5. Do you understand all of the information contained in the Franchise Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If no, what parts of the Franchise Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

6. Have you discussed the benefits and risks of establishing and operating an *Deck Rescue*™ Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If no, do you wish to have more time to do so?

Yes _____ No _____

7. Do you understand that the success or failure of your *Deck Rescue*™ Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

8. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the revenues, profits and operating costs of an *Deck Rescue*™ Franchised Business operated by the Franchisor or its franchisees, that is contrary to the information contained in the Disclosure Document?

Yes _____ No _____

9. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the Franchised Business that is contrary to the information contained in the Franchise Disclosure Document?

Yes _____ No _____

10. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the *Deck Rescue*™ Franchised Business will generate, that is contrary to the information contained in the Franchise Disclosure Document?

Yes _____ No _____

11. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the *Deck Rescue*™ Franchised Business that is contrary to or different from, the information contained in the Franchise Disclosure Document?

Yes _____ No _____

12. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating an *Deck Rescue*™ Franchised Business?

Yes _____ No _____

13. Has any employee or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes _____ No _____

14. Have you entered into any binding agreement with the Franchisor concerning the purchase of this

franchise before today?

Yes _____ No _____

15. Have you paid any money to the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

16. If you have answered "Yes" to any one of questions 8-15, please provide a full explanation of each "yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "no" to each of questions 8-15, please leave the following lines blank.

14. I signed the Franchise Agreement and Addendum (if any) on _____, 20____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

FRANCHISE APPLICANT

Print Name: _____

Date: _____

FRANCHISE APPLICANT

Print Name: _____

Date: _____

TAB L

EXHIBIT L

RECEIPT

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

If *Deck Rescue™ Franchising, LLC* offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If *Deck Rescue™ Franchising, LLC* does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in *Exhibit H*.

The franchisor is Deck Rescue™ Franchising, LLC, 8494 Norwalk Road, Litchfield, Ohio 44253. Its telephone number is Phone: (888) 949-3625.

Issuance Date: _____, 2021

The Franchise Seller for this offering is David Hydock, President, Deck Rescue™ Franchising, LLC, 8494 Norwalk Road, Litchfield, Ohio 44253, Phone: (888) 949-3625. A list of additional sellers, if any, is attached to this Receipt as Attachment 1.

Deck Rescue™ Franchising, LLC authorizes the respective state agencies identified on *Exhibit H* to receive service of process for it in the particular state.

I received a Disclosure Document dated _____, 2021 that included the following Exhibits:

- | | |
|---|---|
| A Franchise Agreement | H Table of Contents – Operations Manual |
| B Guaranty of Obligation | I Financial Statements |
| C Confidentiality Agreement and Ancillary
Covenants Not to Compete | J General Release |
| D List of Current and Former Franchisees | K Franchise Compliance Certification |
| E ACH Authorization | L Receipts |
| F List of State Administrators | M Ohio Notice of Cancellation |
| G Agents for Service of Process | |

Date

Franchisee

Date

Franchisee

You may electronically sign and return to Deck Rescue™ Franchising, LLC at email: _____.

RECEIPT

ATTACHMENT 1

The following individuals are additional sellers for the franchise described in the *Deck Rescue™ Franchising, LLC* Disclosure Document:

<u>Name</u>	<u>Address</u>	<u>Phone</u>
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None

EXHIBIT L

RECEIPT

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

If *Deck Rescue™ Franchising, LLC* offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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- | | |
|--|---|
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| D List of Current and Former Franchisees | K Franchise Compliance Certification |
| E ACH Authorization | L Receipts |
| F List of State Administrators | M Ohio Notice of Cancellation |
| G Agents for Service of Process | |

Date

Franchisee

Date

Franchisee

You may electronically sign and return to Deck Rescue™ Franchising, LLC at email: _____.

RECEIPT

ATTACHMENT 1

The following individuals are additional sellers for the franchise described in the *Deck Rescue™ Franchising, LLC* Disclosure Document:

Name	Address	Phone
-------------	----------------	--------------

None

TAB M

EXHIBIT M

OHIO NOTICE OF CANCELLATION

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 Deck Rescue™ Franchising, LLC, 8494 Norwalk Road, Litchfield, Ohio 44253, not later than midnight of _____.

I hereby cancel this transaction.

Date: _____

Purchaser

I received a copy of this Notice of Cancellation on _____.

By: _____
Franchisee

YOU MAY DELIVER THE NOTICE OF CANCELLATION BY REGULAR MAIL, ELECTRONIC MAIL, FACSIMILE, TELEGRAM, MANUAL OR PERSONAL DELIVERY.

EXHIBIT M

OHIO NOTICE OF CANCELLATION

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 Deck Rescue™ Franchising, LLC, 8494 Norwalk Road, Litchfield, Ohio 44253, not later than midnight of _____.

I hereby cancel this transaction.

Date: _____

Purchaser

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By: _____
Franchisee

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