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Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

Fish Window Cleaning Services, Inc.
A Missouri Corporation
200 Enchanted Parkway
Manchester, Missouri 63021
1-877-707-3474
www.fishwindowcleaning.com

The franchise offered is for the operation of a FISH WINDOW CLEANING® business within a particular geographic territory. The business features window and specialty cleaning services for residential and commercial buildings.

The total investment necessary to begin operation of a FISH WINDOW CLEANING business ranges from $83,225 to $98,100 for a Small Package. This includes between $67,600 and $72,600 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a FISH WINDOW CLEANING business ranges from $105,725 to $117,700 for a Standard Package. This includes between $82,600 and $87,600 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a FISH WINDOW CLEANING business ranges from $131,225 to $146,200 for an Executive Package. This includes between $103,100 and $109,100 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact John English, Director of Franchise Development, at 200 Enchanted Parkway, Manchester, MO 63021, 1-877-707-3474, or John@fishwindowcleaning.com.

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

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

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

ISSUANCE DATE: April 2, 2018

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 DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor 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. YOUR FAILURE TO MEET MINIMUM PERFORMANCE STANDARDS FOR TWO YEARS MAY LEAD TO THE IMMEDIATE TERMINATION OR NONRENEWAL OF THE FRANCHISE AGREEMENT.

2. THE FRANCHISE AGREEMENT PERMITS YOU TO ARBITRATE ONLY IN ST. LOUIS, MISSOURI, OR AT SUCH OTHER PLACE AS MAY BE MUTUALLY AGREEABLE TO THE PARTIES. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST MORE TO ARBITRATE WITH FISH WINDOW CLEANING SERVICES, INC. IN ST. LOUIS, MISSOURI, THAN IN YOUR HOME STATE.

3. THE FRANCHISE AGREEMENT STATES THAT THE LAWS OF THE STATE OF MISSOURI GOVERN THE AGREEMENT. TO THE EXTENT NOT SUBJECT TO ARBITRATION, ANY CAUSE OF ACTION, CLAIM, SUIT OR DEMAND MUST BE BROUGHT IN THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI OR IN ST. LOUIS COUNTY CIRCUIT COURT, ALTHOUGH THE GOVERNING LAW MAY PROVIDE THAT ANY PROVISIONS OF THE FRANCHISE AGREEMENT DESIGNATING JURISDICTION OUTSIDE OF THE STATE ARE VOID. IT MAY COST MORE TO LITIGATE WITH US IN ST. LOUIS, MISSOURI, THAN IN YOUR HOME STATE.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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 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.

Effective Date: See the next page for state effective dates.

FRANCHISE DISCLOSURE DOCUMENT EFFECTIVE DATES IN DESIGNATED STATES

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

This Franchise Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and disclosure (or business opportunity*) laws as of the dates listed:

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

In all other states, the effective date of this Franchise Disclosure Document is April 2, 2018.

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STATE ADDENDA: California, Illinois, Maryland, Michigan, Minnesota, North Dakota, Rhode Island, Virginia, Washington and Wisconsin

EXHIBITS:

A. List of State Administrators and Agents to Receive Service of Process

B. Franchise Agreement with Appendices A (Authorized Trademarks), B (Territory & Performance Standards), C (Electronic Transfer of Funds Authorization and Direct Deposit Form), D (Assignment of Telephone Numbers), E (Assignment of Lease); F (Renewal Addendum), G (Termination and Release Agreement), H (Resale Amendment), I (SBA Addendum); State Addendum; and the Acknowledgement Addendum

C. List of Franchisees
D. List of Franchisees Who Have Left the System
E. Financial Statements
F. List of Trademark-Specific Franchisee Organizations
G. Table of Contents for the Fishing Hole
H. Receipt

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "we" or "us" means Fish Window Cleaning Services, Inc., the franchisor. "You" means the person who buys the franchise. If the franchisee is a corporation, partnership or other entity, "you" also may mean its owners. Certain provisions of the franchise agreement will apply to your owners and will be noted in this Disclosure Document.

The Franchisor

We are a Missouri corporation incorporated on January 9, 1998. We are solely owned by our Chief Executive Officer and Chief Financial Officer, S. Michael Merrick. S. Michael Merrick is our predecessor in that he personally capitalized the franchisor at the time of incorporation. Our predecessor's and our business address is 200 Enchanted Parkway, Manchester, Missouri 63021; telephone: 1-877-707-3474; website: www.fishwindowcleaning.com. We have no other predecessor. We operate under the name "Fish Window Cleaning Services" and under no other name. We also have one affiliate, FWC Distributing Company ("**FWCD**"), which is our wholly-owned subsidiary. FWCD is a Missouri corporation incorporated on August 24, 2004. The principal business address and phone number of FWCD are the same as ours. Our agent for service of process in the State of Missouri is Kevin J. Fine, 701 Crown Industrial Ct., Ste. T, Chesterfield, MO 63005. Our other agents for service of process are disclosed in Exhibit A.

Our Experience

Our predecessor, Mr. Merrick, has worked in the window cleaning business since 1978, first as a sole proprietor and then in December 1985 as sole owner of a Missouri corporation named Fish Window Cleaning, Inc. ("**FWCI**"), located at 200 Enchanted Parkway, Manchester, Missouri 63021. He has never offered franchises of any type either personally or through any business entity other than us, although he did enter into two license arrangements, one in 1984 and one in 1985, with individuals for a window cleaning business. Both businesses ceased operation approximately two years after opening. FWCD offers products to franchisees as noted in ITEM 8. It does not and has not offered franchises or operated businesses of the type being franchised. Except for FWCD, we do not have an affiliate that offers franchises in any line of business or provides products or services offered to our franchisees. We do, however, have common ownership with FWCI, although FWCI is completely independent of Fish Window Cleaning Services, Inc. and is not our predecessor. FWCI operates a FISH WINDOW CLEANING business in the St. Louis metropolitan area.

We have granted FISH WINDOW CLEANING franchises since January 1998. We have not previously offered franchises in any other line of business.

Our Business

We grant franchises to qualified persons for the right to own and operate a FISH WINDOW CLEANING® Business ("**Business**"). We also are in the business of the administration of our franchise system. We do not operate businesses of the type being franchised. The franchise

granted to you is the right to own and operate a retail FISH WINDOW CLEANING Business pursuant to the terms of the standard FISH WINDOW CLEANING Franchise Agreement ("**Franchise Agreement**"). A copy of the Franchise Agreement is included in this Disclosure Document as Exhibit B. You will operate your FISH WINDOW CLEANING franchise within a particular geographic territory ("**Territory**"). The Territory is described in Appendix B to the Franchise Agreement. During the operation of your Business, you will use our Marks (as defined in ITEM 13), as well as our distinctive products and services, supplies, sales and business techniques and procedures. Your Business will feature the sale of window and specialty cleaning services to both residential and commercial clients.

We offer three different franchise "Packages": (1) the Small Package; (2) the Standard Package; and (3) the Executive Package. The primary differences between these three Packages are the Initial Franchise Fee (see ITEM 5) and the number of persons assigned and the sales performance requirements for each Package's Territory (see ITEM 12). The Small Package Territory contains a population of approximately 75,000 persons. The Standard Package Territory contains a population of approximately 200,000 persons. The Executive Package Territory contains a population of approximately 400,000 persons. The Franchise Agreement included in this Disclosure Document is used for each of the three Packages, with modifications to Appendix B to reflect the type of Package. Except as expressly noted by a reference to a different Package, the disclosures in this Disclosure Document apply to each of the three Packages.

The Market and Competition

There is a nationwide, competitive and developing market for window and specialty cleaning services. The market competition typically varies from single individuals to small businesses. You will compete with other businesses performing similar window and specialty cleaning services, including other national or regional franchise systems, smaller independent businesses and non-franchised companies. The services are not seasonal.

Laws, Regulations, Licenses and Permits

Regulations specific to the industry primarily consist of all safety regulations set forth by Occupational Safety Hazards Association (OSHA), environmental regulations concerning discharge of chemicals into surface water, including the Clean Water Act, the Federal Water Pollution Control Act, and the Resource Conservation Recovery Act. Federal, state and local governments also may have other territory specific requirements that may affect the operation of your Business. There may be other laws applicable to your Business, which may include bonding or licensing requirements for businesses performing window cleaning. You also will be required to comply with all local, state and federal laws in the operation of your Business. We urge you to make further inquiries about all of these laws.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer, Chief Financial Officer and Board Director: S. Michael Merrick.

S. Michael Merrick has been with us since our inception in January 1998, and has served as our Chief Executive Officer, Chief Financial Officer and Board Director since January 1998. Since December 1985, he also has been the President of FWCI, located in St. Louis, Missouri, a business he began as a sole proprietor in January 1978.

Executive Vice President and Board Director: Linda Merrick.

Linda Merrick has been our Executive Vice President and Board Director since January 2015 and served as our Vice President, Board Director, and Office Manager from our inception in January 1998 to January 2015. She has been employed part or full time by FWCI since December 1985.

President: Randy Cross.

Randy Cross joined our staff in both an operational and sales role in 2008. He has been our President since September 2014. Since April 2003, he has also been the President of Cross Ventures, Inc., located in Grandville, Michigan, which owns the right to operate a FISH WINDOW CLEANING Business in Michigan.

Director of Franchise Development: John English

John English has been with us since February 2003 and has been our Director of Franchise Development since September 2014. Previously he served as a Franchise Development Manager. Since August 2016, he has also been the owner of JS English Enterprises, LLC, located in O'Fallon, Missouri, which owns the right to operate a FISH WINDOW CLEANING Business in Missouri.

Director of Franchise Support: Angie Masters

Angie Masters has been with us since September 2004 and has been our Director of Franchise Support since June 2015. Previously she served as our Director of Human Resources from September 2004 to June 2015.

Director of Technology: Mark Sweetnam

Mark Sweetnam has been with us since July 2007 and has been our Director of Technology since September 2015. Previously he served as Manager of Branding and Technology from July 2007 to September 2015.

ITEM 3
LITIGATION

Pope et al. v. Fish Window Cleaning, Inc., et al., Case No. 15-CV-486, United States District Court for the Western District of Wisconsin

In this putative collective action under the Fair Labor Standards Act and individual and putative class action under Wisconsin state law, plaintiffs asserted claims on behalf of themselves and current and former window cleaners for alleged failures by Fish Window Cleaning (the "Company") and a franchisee to pay them minimum wage and overtime pay in violation of the FLSA and Wisconsin law as well, as a separate claim under Wisconsin law for allegedly unpaid non-cleaning work time. Plaintiffs' First Amended Complaint was filed on December 17, 2015 and served on the Company on January 13, 2016. The Company was named a defendant on the theory that it jointly employed the plaintiffs along with its franchisee. On September 30, 2016, the Company's early summary judgment motion on the plaintiffs' joint employer theory and plaintiffs' motion to conditionally certify a class were both filed. On January 11, 2017, the court granted the Company's summary judgment motion, which resulted in the Company's dismissal from the case as a defendant. The plaintiffs settled their remaining claims against the franchisee in the fall of 2017, and the plaintiffs appealed the court's summary judgment order in the Company's favor on October 10, 2017. On March 21, 2018, the Seventh Circuit dismissed the appeal at the parties' request upon settlement. In the settlement, the Company agreed to pay Plaintiff Andrew Pope $5,000, Plaintiff Joshua Rave $2,700, and to pay fees and costs in the amount of $6,500. The settlement concludes this matter.

Other than the case described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

You are required to pay us a non-refundable Initial Franchise Fee as a lump sum at the time you sign the Franchise Agreement. The amount of Initial Franchise Fee varies for each of the three franchise Packages that we offer. The Initial Franchise Fee for each Package is as follows: $34,900 for a Small Package; $44,900 for a Standard Package; and $59,900 for an Executive Package. In our last fiscal year ended December 31, 2017, we collected Initial Franchise Fees ranging from $34,900 to $59,900 due to the different franchise Packages purchased by franchisees.

In addition to the Initial Franchise Fee, no later than the first day of training, you also must pay to us a one-time Business Development Package Fee of $6,000 for your corporate business development and marketing activities during your opening and your initial ramp-up period, defined as weeks 1-12 after you open for business. Furthermore, you also must purchase from us and FWCD certain items of the Equipment Package and Office Package, as described in ITEM 7 and ITEM 8. The cost of the Equipment Package ranges from $8,500 to $9,500. The

Equipment Package provides all the cleaning equipment needed for two window cleaners. The cost of the Office Package ranges from approximately $9,000 to $11,000, which includes $5,000 to $6,000 you pay to us for invoices, estimate sheets, brochures, training materials and software. The Office Package provides all of the office supplies and equipment needed to open your business, including your computer and printer equipment, office furniture and the FISH WINDOW CLEANING computer software package (as defined in ITEM 11). Your computer, printer equipment, and office furniture must be purchased from a third party supplier. Also included in the Office Package is your initial supply of maps, motivational posters, employee recognition plaques and other miscellaneous office supplies. All fees and other amounts described in this ITEM 5 are non-refundable.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty	6%-8% of weekly Gross Sales. See Notes (1) and (2).	Weekly	See Note (3).
Brand Building Fee	1% of weekly Gross Sales.	Weekly	See Note (4).
Technology Fee	$50	Weekly	See Note (5).
Transfer Fee	$10,000, plus any applicable broker/referral/lead generation fee.	At time of transfer	See ITEM 17 for additional information on transfer requirements.
Renewal Fee	$5,000	Upon execution of the Successor Franchise Agreement	See ITEM 17for additional information on renewal agreement requirements.
Account and Technical Support	$300 per day plus travel expenses.	30 days after billing	See Note (6).
Audit and Record-keeping Costs	$250 to $3,000 for audit expenses.	15 days after billing	See Note (7).
Interest Expenses; Late Fee	Interest may not exceed 18% per annum; $25 late fee minimum.	15 days after billing	See Note (8).

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Insurance Premiums	$1,500 to $6,300 annual premium for liability insurance. Workers compensation and liability insurance varies from state to state.	When premiums are due	See Note (9).
Management Fees	7% of the Gross Sales of the Business and, 10% of the cash flow after payment of all expenses of operation of the Business, including our out-of-pocket expenses and Management Fee	If incurred, 10 days after the end of each month	You will be required to pay Management Fees if you are indicted or have charges filed against you for a criminal act, if you have charges filed against you that could affect your business licenses, or if you commit any act of default, and we assume responsibility for managing the operation of your Business. See Note (10)
Annual Convention Travel Expenses	$850 to $1,350	As incurred	See ITEM 11
Vehicle Payments	Will vary under circumstances	As incurred	See ITEM 7, Note 5

Except where otherwise noted, all fees are uniformly imposed and applicable to each of the three Packages, are payable to us and are not refundable.

You must sign a draft authorization for your business bank account. A current copy of the draft authorization is included as Appendix C to the Franchise Agreement. The draft authorization permits us to draw from your account amounts due and payable to us.

Notes:

(1) "**Gross Sales**" means all revenues and income from any source derived or received by you from, through, by or on account of the operation of your business whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise less the amount of any documented refunds, charge-backs, credit and allowances given in good faith to customers by you and sales tax receipts or similar tax receipts if separately stated when the customer is charged and actually paid to the appropriate taxing authority.

(2) You must pay us Royalty Fees based on Gross Sales each week ("**Performance Period**") during your franchise term. You must pay the Royalty Fee based on the following applicable percentage rate ("Applicable Percentage Rate"): (i) eight percent (8%) of Gross Sales from $0 to $300,000 each calendar year; (ii) seven percent (7%) of Gross Sales from $300,000.01 to $500,000 each calendar year; and (iii) six percent (6%) of Gross Sales above $500,000 each calendar year. For example, once you exceed $300,000 in Gross Sales for the calendar year, the Applicable Percentage Rate decreases from eight percent (8%) to seven percent (7%), and you must then pay seven percent (7%) of Gross Sales for the calendar year until you exceed $500,000 in Gross Sales. Once you exceed $500,000 in Gross Sales for the calendar year, the Applicable Percentage Rate decreases from seven percent (7%) to six percent (6%), and you must then pay six percent (6%) of Gross Sales for the balance of the calendar year. You must pay the Royalty Fee to us in an amount equal to the greater of (i) the Applicable Percentage Rate of Gross Sales for the Performance Period, or (ii) the Applicable Percentage Rate of the applicable Minimum Performance Standard, as set forth in Appendix B to the Franchise Agreement and further described in ITEM 12. The applicable Minimum Performance Standard as set forth in Appendix B to the Franchise Agreement and further described in ITEM 12 will be determined based on the year of the franchise term and the type of Package. The Royalty Fee is due weekly and it begins on your first day of business. The Royalty Fee upon entering into a renewal Franchise Agreement may be different than the Royalty Fee described in this ITEM 6.

(3) You will have Minimum Performance Standards, as set forth in Appendix B to the Franchise Agreement and further described in ITEM 12.

(4) You must pay us a weekly Brand Building Fee in an amount equal to the greater of (i) 1% of your Gross Sales for that week, or (ii) 1% of the applicable Minimum Performance Standard, as set forth in Appendix B to the Franchise Agreement and further described in ITEM 12. We reserve the right to increase the minimum weekly fee by an amount of no more than 10% per calendar year in order to recover any increases in our costs for such services. The weekly Brand Building Fee is due at the same time and in the same manner as the Royalty Fee. See ITEM 11 for more information on advertising and marketing. The Brand Building Fee upon renewal of your Franchise Agreement may be different than the Brand Building Fee described in this ITEM 6.

(5) You are required to pay to us a weekly Technology Fee in the amount of $50, starting in your first week in business and continuing through the term of the Franchise Agreement. We will apply this payment to a variety of ongoing activities deemed necessary by us to grow both the FISH WINDOW CLEANING system and your particular franchised business. The Technology Fee covers our services such as technical support/database administration, maintenance and monitoring and various corporate services. We reserve the right to increase the weekly fee by an amount of no more than 10% per calendar year in order to recover any increases in our costs for such services. The fees are due weekly by Friday of each given week and will be electronically withdrawn by us from a bank account you designate. We will administer the monies we collect. The Technology Fee upon renewal of your Franchise Agreement may be different than the Technology Fee described in this ITEM 6.

(6) Upon your request, we will provide additional assistance at your site for account acquisition or technical support for a fee of $300 per day plus our travel expenses.

(7) Audits and inspections generally will be at our expense. However, if an audit is made necessary by your failure to furnish reports, financial statements, tax returns or schedules as required under the Franchise Agreement, or if any audit or inspection reveals that you have understated or underreported Gross Sales, Royalty Fees, Brand Building Fees or other amounts owed to us by an amount greater than 2%, in addition to the amounts owed to us, you must reimburse us the cost and out-of-pocket expenses of the inspection or audit.

(8) All amounts owed to us will bear interest at the highest legal rate for open account business credit in the state in which your Territory is located, which may not exceed 18% per annum. In addition to interest charges on late Royalties and Brand Building Fee payments, you must pay us a late fee of $25 for each delinquent report or payment that we receive 5 days after its due date. An additional $5 shall be added to the $25 late fee for each additional day beyond the 5 day period. You also must pay a fee of $25 for any returned resolution when you have insufficient funds for Royalty Fee, Brand Building Fee, or Technology Fee payments.

(9) You must maintain in force at all times during the term of your Franchise Agreement comprehensive general liability insurance, including products and completed operations, the limits of which may not be less than $1,000,000 single limit for bodily injury, personal injury, and property damage combined, or any other amount or coverage we may specify if we deem it necessary. We also may specify other coverage requirements like specific endorsements or how to address possible exclusions. We must be named as an additional named insured on all policies of insurance, and such polices must provide that we be notified in writing at least 30 days prior to the cancellation or other material change of such policies. You must furnish to us, immediately upon receipt, duly executed copies of all insurance policies and renewal notices and notices of changes in coverage, and must be solely responsible for the entire cost of such insurance. If you fail to obtain the specified insurance or maintain specified insurance coverage throughout the term of the Franchise Agreement, we may obtain such insurance and charge the premiums and any other related expenses to you, which you must promptly pay. The cost of liability insurance varies greatly depending on your locale, insurance company used and accident record. The average cost of liability insurance for our franchisees for the first year, however, ranges from $1,500 to $6,300 per year. For subsequent years, the average cost may vary depending on your insurance carrier, Gross Sales and/or workers' salaries. Workman's Compensation & Liability insurance is calculated as a percentage of worker's salaries or gross sales, depending on the insurance carrier and it varies from state to state.

(10) If you are indicted for or charges are filed against you alleging that you committed a criminal act that could involve imprisonment for more than thirty (30) days; (ii) charges are brought by any federal, state or local authority that could affect any licenses to operate your Business; you or a designed principal owner if you are an entity become mentally or physically incapacitated; or you commit any act of default, we or a designee

we appoint can assume responsibility for managing the operation of your Business for so long as the reason for our assumption of responsibility to manage the Business continues. We are entitled to be reimbursed for our expenses of management.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (Low-High) (Note (1))	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	Small Package: $34,900 Standard Package: $44,900 Executive Package: $59,900	Lump sum	Upon execution of Franchise Agreement.	Us
Travel and Living Expenses to Attend and during Training	$1,500 to $2,500 See Note (2)	As incurred	Prior to and during training	Third parties for travel and living expenses
Equipment Package	$8,500 to $9,500 See Note (3)	Varies under the circumstances	Prior to opening	Us and Third-party suppliers
Office Package	$9,000 to $11,000 See Note (3)	Varies under the circumstances	Prior to opening	Us, FWCD and Third-party suppliers
Initial Business Development and Marketing	Small Package: $15,200 to $17,200 Standard Package: $20,200 to $22,200 Executive Package: $25,700 to $28,700 See Note (4)	Varies under the circumstance	Prior to and during the first 13 weeks after opening	Us, FWCD and Third-party suppliers
Vehicle	$1,000 to $2,000 See Note (5)	Monthly fee or lump sum	Varies under the circumstances	Vehicle dealer

Type of Expenditure	Amount (Low-High) (Note (1))	Method of Payment	When Due	To Whom Payment is to be Made
Vehicle Modification	$1,400 See Note (6)	Lump sum	Prior to opening	Third-party suppliers
Attorneys' Fees	$500 to $2,000 See Note (7)	As incurred	Varies under the circumstances	Your Attorney
Office Space – 3 Months	$1,500 to $2,100 See Note (8)	Varies under the circumstances	Usually monthly	Third-party suppliers
Insurance Premiums	$1,800 to $2,800 See Note (9)	Varies under the circumstances	Varies under the circumstances	Third-party suppliers
Business Licenses, and Membership Dues	$25 to $900 See Note (10)	Varies under the circumstances	Prior to commencing your Business and when you join IWCA and IWCCI	Government agencies, IWCA and IWCCI
Additional Funds - 3 Months	Small Package: $7,900 to $11,800 Standard Package: $15,400 to $16,400 Executive Package: $20,400 to $23,400 See Note (11)	As incurred	Before opening and as incurred	Employees, third-party suppliers, etc.
TOTAL See Note (12)	Small Package: $83,225 to $98,100 Standard Package: $105,725 to $117,700 Executive Package: $131,225 to $146,200			

Notes:

(1) The following are the estimated minimum requirements for beginning operations for a FISH WINDOW CLEANING Business. The estimated minimum requirements may vary depending on factors like your financial condition and the arrangements and business decisions you make. Except where otherwise noted, all fees that you pay to us are nonrefundable. Third-party lessors and suppliers will decide if payments to them are refundable.

(2) Training is included in the Initial Franchise Fee. See ITEM 6 and ITEM 11. You must pay the salaries, fringe benefits, travel costs and expenses to our headquarters in St. Louis for training, and related costs for all persons associated with you who attend the training program. There is no separate fee for two persons to attend the initial training program as it is included in the Initial Franchise Fee.

(3) As explained in ITEM 8, you must purchase an Equipment Package and an Office Package. The items in the Equipment Package and the Office Package are set forth on our proprietary intranet system ("**Fishing Hole**"). The cost of the Equipment Package ranges from $8,500 to $9,500. The Equipment Package provides all the cleaning equipment needed for two window cleaners. The cost of the Office Package ranges from approximately $9,000 to $11,000, which includes $5,000 to $6,000 you pay to us for invoices, estimate sheets, brochures, training materials and software. The Office Package provides all the office supplies and equipment needed to open your business, including your computer and printer equipment, office furniture and the FISH WINDOW CLEANING computer software package (as defined in ITEM 11). If needed, your computer, printer equipment, and office furniture must be purchased on your own from a third party supplier. Also included in the Office Package is your initial supply of maps, motivational posters, employee recognition plaques and other miscellaneous office supplies. The factors that account for the range of costs for the Equipment Package and the Office Package include whether new or used office furniture is purchased, the existence of varying costs for computer hardware, and whether additional set-up equipment must be purchased for additional employees when the FISH WINDOW CLEANING Business opens.

(4) The Initial Business Development and Marketing expense includes your Business Development Package Fee of $6,000, as described in ITEM 5; your required expenditures during weeks 1-12 for your Monthly Marketing Requirements (as described below); certain items you purchase from us, such as brochures, yard signs, and logo sales tools; and business cards, FISH WINDOW CLEANING logo uniforms and other miscellaneous items that you are required to purchase through our approved vendors. Your "Monthly Marketing Requirement" is the amount you are required to spend in your Territory on approved business development activities during weeks 1-12. The minimum amounts for this Monthly Marketing Requirement are as follows: Small Package, $1,200 per month; Standard Package, $2,300 per month; Executive Package, $3,400 per month. Your local marketing requirement can be spent by you on a variety of corporate marketing programs that will be described and available to you, or other local business development activities initiated by you that we approve. See ITEM 11 for more information on advertising and marketing.

(5) You must maintain and operate a vehicle in accordance with our standards and specifications for the entire term of the Franchise Agreement. The high estimated amount is for the first three months of payments on a vehicle that you purchase. The standards and specifications for your vehicle are set forth on the Fishing Hole. We estimate that it will cost up to $20,000 to purchase a vehicle per our standards and specifications.

(6) You must modify your vehicle to meet the standards set forth on the Fishing Hole. You must use a company approved by us to paint the vehicle and apply our approved signage, including our logo, on your vehicle. We reserve the right to modify our vehicle signage requirements under certain circumstances in our sole discretion. You are prohibited from placing any third-party advertising on your custom vehicle without our written approval.

(7) This amount is an estimate for attorneys' fees in connection with your purchase of the franchise.

(8) We require you to have an office outside the home. Depending on locale, office rent may cost from $500 to $700 per month.

(9) Insurance premium estimates are for comprehensive liability insurance only. See ITEM 6 for additional information on insurance.

(10) Licenses and permits may cost between $25 to $300 annually depending on your locale and your choice of business entity. We may require that you maintain memberships and pay membership dues to both the IWCA (International Window Cleaner's Association) and the IWCCI (International Window Cleaner Certification Institute). The dues are approximately $600 annually and are subject to change, especially if you perform any window cleaning services on "high rise" buildings or where roof access is required to perform window cleaning services.

(11) This amount estimates your initial pre-opening and start-up expenses not otherwise mentioned in the Table, including taxes, telephone and fax requirements, as described in ITEM 11, and potential payroll costs. The amounts are estimates based on our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document and our 19 years and our predecessor's 39 years of experience in the Business. We cannot guarantee that you will not have additional expenses starting your Business. Your costs will depend on factors such as how much you follow our systems and procedures, your management skills and experience, your business skills, local economic conditions, the local market for the FISH WINDOW CLEANING Business, the prevailing wage rate, competition and the sales level reached during the initial period.

(12) This total is an estimate of your initial investment and is based upon our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document and our 19 years and our predecessor's 39 years of experience in the Business. You should review this amount carefully with a business advisor before making any decision to purchase the franchise. You are cautioned to allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing, and local market

conditions, which can be highly variable and can result in substantial, rapid and unpredictable increases in costs. You must bear any deviation or escalation in costs from the estimates in this ITEM 7 or estimates that we give during any phase of the development process.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To help ensure a uniform image and uniform quality of products, supplies and services in all FISH WINDOW CLEANING businesses, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us, you must improve and equip your office space in accordance with our then current specifications and standards. In addition, it is your responsibility to ensure that you comply with the Americans with Disabilities Act and all other federal, state and local laws. You also must use equipment (including computer hardware and software), vehicles, signage, supplies and advertising and sales promotion materials that meet our specifications and standards. You must maintain and operate a vehicle in accordance with our standards and specifications for the entire term of the Franchise Agreement. We negotiate purchase arrangements with suppliers that benefit the franchisees by providing a lower cost of supplies and consistent quality of supplies. Except for high quality and lower pricing, we do not provide material benefits to franchisees based on their purchase of particular products or services or use of designated or approved suppliers.

The Franchise Agreement requires you to sell or use only those products, supplies and services that we have approved in writing ("**Approved Products and Services**"). The purpose of this requirement is to ensure that all franchisees adhere to the uniformity and quality standards associated with FISH WINDOW CLEANING businesses, and, as a result, all equipment and materials will be of the finest quality and FISH WINDOW CLEANING businesses will have a uniform appearance and uniform quality providing a benefit to all FISH WINDOW CLEANING business owners. As stated in ITEM 5 and ITEM 7, you must purchase certain items of the Equipment Package and Office Package from us or our affiliate FWCD, including the invoices, estimate sheets, brochures, training video and the FISH WINDOW CLEANING computer software. From time to time, we may designate a vendor or supplier that may be the only approved supplier for certain products or services ("**Required Suppliers**"). Currently, we or FWCD are the only approved supplier for several items you must purchase that contain the FISH WINDOW CLEANING trademarks. At the time of this Disclosure Document, those items include mugs, pens, decals, sponges, yard and vehicle signs, magnets and printed forms, although this list may change during the term of the license granted in your Franchise Agreement. You will pay the then current price in effect for any Approved Products and Services you purchase from us or our affiliate. As of the date of this Disclosure Document, we have one Required Supplier for your purchase of logoed hats, shirts and jackets as well as many of the remaining items contained in the Equipment and Supplies Packages, as set forth on the Fishing Hole (See ITEM 11). Upon request, we will periodically provide you with the names of Required Suppliers for services, products, supplies and equipment. We or FWCD also may offer additional products and supplies for sale that you will need to operate your Business. Mike and Linda Merrick, officers of the Franchisor, own an equity interest in FWCD. None of our other officers or directors own an economic interest in any of our suppliers. From time to time, we, an affiliate, or a third-party vendor or supplier may be the only approved supplier for certain products and supplies.

You may make written request for approval of a specific product of an additional qualified vendor or supplier except for items that contain the FISH WINDOW CLEANING trademark and the items included in the Equipment and Office Packages that you must purchase from us. In addition, each vendor/supplier of a product must meet the following requirements: its product must comply with the applicable specifications and standards; the vendor/supplier's facilities must be adequate to meet the needs of franchisees; and the vendor/supplier and its facilities must be accessible to our periodic evaluation. We do not make these specifications and/or standards generally available to franchisees or vendors/suppliers.

You must initiate the formal approval process to have specific products or supplies of an additional vendor/supplier approved. As part of this approval process, we may request that the vendor/supplier submit samples of its specific product to us. We then conduct an evaluation of the samples to determine whether the product conforms with the specifications and standards. We will notify the vendor/supplier of our evaluation results by mail usually within 30 days after our receipt of the sample.

As part of the approval process for a specific product, the vendor/supplier may be required to sign an applicable supplier agreement. We may revoke our appointment if the vendor/supplier is in violation of any of the terms of the applicable supplier agreement or if we determine in our good faith but exclusive judgment that the vendor/supplier is not meeting the standards and specifications that we have established for that product or service.

We may modify the standards and specifications for products, supplies and services from time to time and add or delete from the list of approved vendors and suppliers. Standards may include minimum standards for delivery, performance, warranties, appearance and other restrictions. We reserve the right to (i) limit the number of vendors and suppliers, and (ii) receive consideration from the vendors and suppliers, which consideration may or may not be related to services we perform. During our last fiscal year ending December 31, 2017, we received consideration in the amount of $29,603.43 from vendors. We also reserve the right to designate a primary source of supply for certain products. We or an affiliate may be that source.

During our last fiscal year ending December 31, 2017, we and FWCD derived revenues of $873,374 from the sale of Approved Products or Services ($236,749 in merchandise sales and $636,625 in technical support fees, or 9.38% of our total revenues of $9,307,616, based on our Consolidated Statement of Income for the year ended December 31, 2017 and attached as part of Exhibit E. We and FWCD derive revenue from the sale of products and supplies by selling some of these items at a price higher than our purchase price. Other items we and FWCD sell to you at our own cost.

In addition to approved products, the Franchise Agreement requires you to purchase and maintain liability insurance in an aggregate amount that we designate periodically, as described in ITEM 6. You also must purchase and maintain any other insurance required by any agreement related to the franchise business or by law. You must furnish to us copies of all insurance policies at least annually, but not less than any time a change occurs with respect to the insurance policy or insurance coverage. You may use only marketing and promotional materials that meet our standards (see ITEM 6 and ITEM 11 for more information on advertising and marketing).

We estimate that your purchase of products, supplies, and marketing materials from us or that meet our specifications and standards will represent approximately 80% to 90% or more of the cost to establish the franchise business and 8% to 14% or more of the cost to operate the franchise business on an ongoing basis.

When you are eligible to renew your franchise or you apply for an additional franchise, among the factors we consider are your compliance with your Franchise Agreement and support of our programs and policies, which would include compliance with the requirements described in this ITEM 8. We are not aware of any purchasing or distribution cooperatives in the FISH WINDOW CLEANING system that offer to you certain products used in the franchise business.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Franchise Agreement	Item in Disclosure Document
a	Site selection and acquisition/lease	Sections 2, 5A	ITEM 1, ITEM 7, ITEM 11, and ITEM 12
b	Pre-opening purchase/lease	Sections 5A, 6A-B	ITEM 5, ITEM 7, and ITEM 8
c	Site development and other pre-opening requirements	Sections 2, 5A	ITEM 7 and ITEM 11
d	Initial and ongoing training	Sections 7B-D	ITEM 6 and ITEM 11
e	Opening	Section 2	ITEM 5 and ITEM 11
f.	Fees	Sections 8A-C, 9A	ITEM 5, ITEM 6 and ITEM 7
g	Compliance with standards and policies/Operating Manual	Sections 2B, 5A, 6B-F	ITEM 11 and ITEM 16

	Obligation	Section in Franchise Agreement	Item in Disclosure Document
h	Trademarks and proprietary information	Sections 3A-E, 6F, 6L, 12A	ITEM 13 and ITEM 14
i.	Restrictions on products/services offered	Sections 2, 6B-C	ITEM 8, ITEM 11 and ITEM 16
j.	Warranty and customer service requirements	Sections 6E and 6G	ITEM 11 and ITEM 16
k	Territorial development and sales quotas	Sections 2, 6J, 8B	ITEM 12
l.	Ongoing product/service purchases	Sections 6A-B	ITEM 8 and ITEM 11
m	Maintenance, appearance and remodeling requirements	Section 5A	ITEM 6 and ITEM 11
n	Insurance	Section 10C	ITEM 6 and ITEM 8
o	Advertising	Sections 9A-C	ITEM 6, ITEM 7 and ITEM 11
p	Indemnification	Section 10B	Not Applicable
q	Owner's participation/ management/staffing	Sections 7A-F	ITEM 11 and ITEM 15
r.	Records and reports	Sections 8C-G	ITEM 6
s.	Inspections and audits	Sections 6H, 8F-G	ITEM 6
t.	Transfer	Sections 14A-E, 15	ITEM 6 and ITEM 17

	Obligation	Section in Franchise Agreement	Item in Disclosure Document
u	Renewal	Section 4	ITEM 6 and ITEM 17
v	Post-termination obligations	Sections 12A-B	ITEM 17
w	Non-competition covenants	Sections 10D, 12B	ITEM 17
x	Dispute resolution	Sections 13A-B	ITEM 17
y	Other	Not applicable	Not applicable

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your loans, notes, lease, or other obligations.

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

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

Pre-opening Assistance. Before you operate your Business, we will:

(1) Grant to you a license to operate the FISH WINDOW CLEANING Business in a designated Territory (Paragraph 2 of the Franchise Agreement);

(2) We do not select, but we will approve the site for the location of your FISH WINDOW CLEANING Business if it meets our standards and criteria and is acceptable to us. We generally will respond within 30 days of your request for approval of a proposed site. If we do not approve the site you propose, we will permit you to examine alternative search areas within your Territory. Because the franchise is granted for a Territory, the Franchise Agreement does not have any provision that addresses consequences if we cannot agree on a site. You then are free to select the site from which you will operate the Business in the Territory. However, it still must meet our standards and criteria. For example, your office may not be located in your home, and it must be located in the

Territory. When approving a site, we will consider local competition, population and character of the Territory, demographic surveys and customer information, the comparative advantages of a particular market and market penetration. You and the lessor must provide us with a Lease Addendum and Collateral Assignment of Lease, substantially in the form attached as Appendix E to the Franchise Agreement. (Subparagraph 5A of the Franchise Agreement);

(3) Provide training as described below in this ITEM 11 (Subparagraph 7A of the Franchise Agreement);

(4) Sell you the Equipment Package and Office Package. We do not provide specifications for the items included in the Equipment Package and Office Package. We will arrange for delivery of the Equipment Package and Office Package, but will not install these items (See ITEM 5, ITEM 7 and ITEM 8, (Subparagraph 6A of the Franchise Agreement);

(5) Provide you with access to our proprietary intranet site (the "Fishing Hole"), which contains operational, marketing, and personnel templates/samples, and mandatory and suggested specifications, standards and operating procedures (including a Business Action Plan) for the Business (Subparagraph 6D and 6E of the Franchise Agreement) (The Fishing Hole contains approximately 1,230 pages and the Table of Contents is attached as Exhibit G); and

(6) Set up a dedicated home page on our website which includes your name, address and contact information, and such other information, such as a personalized message from you that we approve (Subparagraph 6L of Franchise Agreement).

Ongoing Assistance. During the operation of your Business, we will:

(1) Update the Fishing Hole from time to time with revised materials (Subparagraph 6D of Franchise Agreement);

(2) Evaluate your Business as necessary (Subparagraph 6G of the Franchise Agreement);

(3) Maintain a toll-free telephone number that you may use to consult with our personnel regarding the operation of your Business (Subparagraph 7G of the Franchise Agreement);

(4) Conduct an annual convention where we will provide continuing education on programs, training, management, sales or sales promotion, or similar topics. Attendance at the annual convention is mandatory (Subparagraph 7F of the Franchise Agreement);

(5) Establish and conduct various marketing and sales promotion programs (Subparagraphs 9A-B of Franchise Agreement), as further described below;

(6) Provide you with access to the Fishing Hole, which contains operational, marketing, and personnel materials, mandatory and suggested specifications, standards and operating procedures, systems to report your Gross Sales, customers and other required information to us, electronic communication, and other information to assist you in the operation of

your Business as we determine appropriate from time to time (Subparagraph 6L of Franchise Agreement); and

(7) We may, from time to time, make suggestions to you with regard to your pricing policies. In addition, we have the right to negotiate Corporate Account arrangements, including pricing, which will bind all businesses providing services to such Corporate Accounts. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law (Subparagraphs 6M and 6N of Franchise Agreement)..

Marketing Programs.

You must pay us a weekly Brand Building Fee in an amount equal to the greater of (i) 1% of your Gross Sales for that week, or (ii) 1% of the applicable Minimum Performance Standard, as set forth in Appendix B to the Franchise Agreement and further described in ITEM 12. We reserve the right to increase the minimum weekly fee by an amount of no more than 10% per calendar year in order to recover any increases in our costs for such services. The Brand Building Fee will be part of a Brand Building Fund. We will administer the monies we collect. We may use national and regional marketing and advertising agencies from time to time to create and place advertising and other marketing communications. We reserve the right to use the Brand Building Fees that we collect to reimburse us for all costs that we incur related to the marketing and promotional programs, including the proportionate compensation of employees who devote time and render service in the formulation, development, and production of the marketing and promotional programs or the administration of the fees collected. We may formulate, develop and conduct marketing and promotional programs out of the Brand Building Fees that we collect to promote the FISH WINDOW CLEANING system and services in a form and media we determine to be appropriate. Media used for any marketing program may include television, radio, newspapers, magazines, direct mail or other written publications that may be local, regional or national in coverage. Upon request, we will provide you with an unaudited financial report showing receipts and disbursements of the Brand Building Fund within 90 days after end of a calendar year. Businesses owned by us or our affiliates will contribute to the Brand Building Fund on the same bases as franchisee-owned Businesses. Any Brand Building Fund contributions not spent in any fiscal year will be carried over for future use. For the period ending December 31, 2017, our brand building expenditure percentages were the following: Administrative (32%), Market Research (5%), Internet Advertising (57%), Seminars / Meetings / Trade Shows (6%). We are not obligated to spend any amount of the Brand Building Fee that we collect from you on advertising in your Territory.

You must pay us a one-time Business Development Package Fee of $6,000 no later than your first day of the initial training program. See ITEM 5. We will use this fee to assist you with corporate business development and marketing activities during your opening (weeks 1-12 of operation) to promote your business and also the FISH WINDOW CLEANING brand in your Territory during this period. We will administer the monies that we collect. The fees may be used by us in any way we deem necessary to help promote your business. This may include, but is not limited to, corporate call center activities targeting businesses in your Territory and efforts for the acquisition of corporate accounts.

The Business Development Package Fee and the Brand Building Fees are not held in trust or escrow, and they create no fiduciary duties or obligations, and are our property. You have no property rights of any kind with respect to the monies collected. The Business Development Package Fee and the Brand Building Fees will not be used for advertising principally directed at the sale of franchises.

You also must spend a specified, monthly amount for local marketing and business development ("Monthly Marketing Requirement"). The required expenditures are: $1,200 per month for a Small Package, $2,300 per month for a Standard Package, and $3,400 per month for an Executive Package. Your Monthly Marketing Requirement must be spent by you on more than 50 corporate programs, which we will formulate and make available to you. You also may spend your Monthly Marketing Requirement on other local business development activities that you initiate, including sales person commissions, red van payments, networking dues, yard signs, and other approved promotional items. You may also work with third-party vendors on other marketing projects or programs for your business that use FISH trademark(s). These include print ads, Website ads, direct mail, promotional signage, charity sponsorships, and coupon book ads. You will need to gather all appropriate information regarding ad specifications and vendor contact information and click on the "Art Request Form" in the Fishing Hole. HQ Staff will provide all appropriate print-ready files directly to the vendor under our Trademark Terms of Use agreement upon your approval of the proof. Please allow 10 business days. Your failure to spend the Monthly Marketing Requirement on approved business development activities will constitute a default under the Franchise Agreement.

Although we currently do not do so, we reserve the right to require advertising or marketing cooperatives to be formed, changed, dissolved or merged. If we establish advertising or marketing cooperatives, the cooperative will determine the contributions all participants are required to make and how the cooperative will be governed. (Subparagraph 9D of the Franchise Agreement)

To satisfy complaints by your customers with regard to the quality or other aspects of your services, we can refund any fees or charges and reimburse your customers for any damage that they claim you or your employees caused to the customer's property. Any amounts we pay or refund to your customers we may charge to you and reimburse our self from your account for payment of fees. (Subparagraph 6G of the Franchise Agreement)

Our Fish Window Cleaning Services Franchise Advisory Council advises us, but does not have authority to make decisions, on advertising or other policies. The Council is composed of up to eight members who are elected by franchisees in their district. Each franchise is entitled to one vote. Council members serve three-year terms. Election of Council members is held annually so that no more than 3 new members are elected each year. To be eligible to serve as a Council member a franchisee must be in good standing under his or her franchise agreement, must be involved in the day-to-day operations of the FISH WINDOW CLEANING Business and have been an owner for at least three calendar years.

We have the sole right to market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of

electronic media. You may not separately register any domain name or any portion of a domain name containing the Marks or participate or market on any website or other form of electronic media (including social technology, social media and social networking platforms) using the Marks unless you first obtain written approval from us. Your general conduct on the Internet or other forms of electronic media, including your use of the Marks or any advertising, is subject to the terms and conditions of the Franchise Agreement and any other rules, requirements or policies that we may identify from time to time.

Computer Systems. You must provide financial and business records and information to us according to reporting formats, methodologies and time schedules that we establish from time to time. You must use a computer in the operation of your FISH WINDOW CLEANING Business that operates under the Microsoft Windows-based operating system and uses the current version of the Microsoft Office. You must have at least two printers. One of the printers must be a color printer. You also must have high speed internet access, participate in the FISH WINDOW CLEANING website and submit customer information through our intranet system. There are no contractual limitations on our independent access to the information and data that is electronically generated.

We will provide to you the standards and specifications for the computer hardware and software ("**Computer System**") (Subparagraph 8.E of the Franchise Agreement). You must purchase from us the initial computer software package developed for use in the FISH WINDOW CLEANING System (Subparagraph 8.E of the Franchise Agreement). You also must purchase computer hardware with enough computing power to run any of the software that will be used in your Business and have back-up capability. You must upgrade your computer hardware every year and make the system current every three years, except with respect to software anti-virus protection, which you must maintain in the most currently available and up-to-date form at all times.

You must use the email address that we provide. At the time of this Disclosure Document, there is no charge for this service, although we reserve the right to charge a reasonable fee to cover our costs in providing and maintaining the email accounts. You may not use an ISP that requires the use of a proprietary browser to access email and internet content, and it must allow for the use of POP3 email accounts we provide. The ISP must provide a minimum access speed of 3Mbps and the method you use to access your service provider must support a minimum speed of 3Mbps. You must purchase DSL, cable internet access. If you desire additional email addresses for your business, you must pay us an annual fee to cover the costs we incur for the additional email addresses. We currently estimate that the cost of the computer system is approximately $500 to $1,000 and the yearly cost for each additional email address is approximately $100, payable within 30 days of our notification to you that we have incurred such charges. We currently estimate that the cost for maintenance, updating, upgrading and support contracts for the computer system is $2,600 per year (the current cost of the weekly technology fee), plus the cost of any maintenance agreement you have for your computer hardware (See ITEM 6 and ITEM 7).

The FISH WINDOW CLEANING proprietary, web-based Software will allow you to do the following: schedule, route and track customers including service schedules and intervals, billing and accounts receivable, sales reporting, royalty tracking and reporting, employee production

tracking and other business and operational reporting and tracking functions. We have independent access to all of the information that is stored on or generated by your computer system. There are no contractual limitations on our right to access this information.

We do not allow the use of any compatible, equivalent software. You are responsible for maintaining all the above hardware and software in good operating condition. A typical maintenance contract (optional) with a third party can vary from $100 to $500 per year depending on level of service. We are not obligated to provide maintenance or general technical support for the Computer System.

We have no obligation to update, upgrade or otherwise modify any non-proprietary computer software. You, however, are contractually required to make periodic upgrades and updates to the Computer System non-proprietary software, and there are no contractual limitations on the frequency and cost of this requirement. These costs may include user fees, software licensing fees and/or technical support fees. The Technology Fee covers the cost to update, upgrade, modify and maintain the FISH WINDOW CLEANING proprietary, web-based Software. We estimate that the annual cost of maintenance, updating and upgrading the Computer System and non-proprietary software could range from $500.00 to $750.00. In addition, we estimate you will need to pay up to $100 a month for the service and maintenance of your Internet connection.

Development Time. The length of time between the signing of the Franchise Agreement and the opening of your Business may be 1 month to 90 days. Factors affecting this length of time usually include arranging financing, finding a suitable location for the Business, successfully completing training and other possible factors.

You should not expend funds or make any other commitment in connection with the franchise and should not resign from existing employment, relocate or take any similar action until our approval of the franchise, which we will specifically communicate to you in writing.

Training Program. We require you (and your designated manager if your Business is run by a manager) to attend our initial training program within 90 days after signing your Franchise Agreement/opening your Business. The training program is for up to 8 business days, depending upon your needs, and is divided up into three sessions. The first session, which is for no less than 5 business days, is held at our headquarters in St. Louis, Missouri, approximately 8 times per year and covers equipment, operations, advertising, computers and accounting and window cleaning. The second and third sessions, covering sales and operations, are for up to 3 business days or for a maximum of 24 hours, whichever comes first and is conducted at your Business location or another location as we determine. You and your manager must successfully complete the training program to our satisfaction. We reserve the right to charge a fee for additional attendees. Any training provided by us to any of your workers will be limited to training or guidance regarding the delivery of approved services to customers in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training.

TRAINING PROGRAM

Subject	Hours of "Classroom" Training	Hours of "On-the-Job" Training	Location
Equipment (usage and safety)	1 hours	3 hours	St. Louis, MO
Company History and Operations (philosophy, pre-opening procedures, management and operational standards)	8 hours	0 hours	St. Louis, MO
Advertisement and Bidding	1 hours	4 hours	St. Louis, MO
Forms, Computer and Accounting	5 hours	0 hours	St. Louis, MO
Review and Questions	2 hours	0 hours	St. Louis, MO
Window Cleaning	0 hours	6 hours	St. Louis, MO
Sales	0 hours	10 hours	St. Louis, MO
Additional Sales and Operations	0 hours	Up to 24 hours	Within your Territory
TOTALS	17 hours	Up to 47 hours	

The instructional materials for the training program consist of classroom workbooks, training videos, lectures, instructional materials and hands-on demonstrations.

The average experience of a Fish Window Cleaning trainer is over five years. The training is currently conducted by our President, Randy Cross. Mr. Cross has over 13 years of experience in the window cleaning business and in training. Our Franchise Support Specialists assist with classroom and on-the-job training. Combined they have over 8 years of experience, including on-the-job training in our home window cleaning office. They provide franchisees with support on sales, window cleaning and business development. Angie Masters, our Director of Franchise Support, provides training on safety and insurance issues. Ms. Masters joined us in September 2004, is responsible for the Franchise Support team, and provides support to franchisees on operations, safety and insurance matters. Jennifer Fiscella, our Technical Support Representative, trains franchisees on the Fish 3 software. Ms. Fiscella joined us in October 2004. Jennifer Hotze, our Training and Convention Coordinator, oversees training school and coordinates schedules and presenters. Ms. Hotze joined us in October of 2006.

You must pay for the salaries, fringe benefits, travel costs and expenses, and related costs for all persons associated with you who attend the training program, but there is no separate fee for two persons to attend the initial training program as it is included in the Initial Franchise Fee. We do, however, charge a daily fee of $300 per day, plus travel expenses, for any training that you request in addition to the initial training program.

We require you (and your designated manager if someone other than you) to attend any annual national conference that we organize for our franchisees. In addition, you (and your designated manager if someone other than you) must attend regional seminars that we may organize from time to time. You are responsible for travel, lodging and related costs and fees for all persons who attend from your Business.

Fishing Hole. You must conduct your Business in accordance with all materials, directives, bulletins, memoranda, publications, documents, videos, and other communications setting forth information, advice and standards, requirements, operating standards and procedures, marketing standards and procedures, instructions, or policies relating to the operation of the Business that are set forth on the Fishing Hole. We will grant you access to the Fishing Hole prior to your purchase of the franchise, subject to our supervision and your agreement to keep all information on the Fishing Hole confidential. Our operations manual has been replaced with the information and materials on the Fishing Hole.

ITEM 12
TERRITORY

We grant you the right to operate a FISH WINDOW CLEANING Business within a particular Territory. The method used to describe territorial boundaries of franchises will be one or a combination of the following: county lines, highways or streets, or zip codes. The three Packages we offer have the following population restrictions: the Small Package Territory contains a population of approximately 75,000 persons; the Standard Package Territory contains a population of approximately 200,000 persons; and the Executive Package Territory contains a population of approximately 400,000 persons. Except as described below, you will not receive an exclusive territory. You may face competition from other franchises, from outlets that we own or from other channels of distribution or competitive brands that we control.

We require you to meet Minimum Performance Standards, as set forth below and in Appendix B to the Franchise Agreement to retain the rights to your Territory and to operate a Fish Window Cleaning Business. The Minimum Performance Standards are threshold minimum gross sales amounts per week based on the population for your Territory and, accordingly, will vary based upon the Package you acquire. The Minimum Performance Standards also will be different for a franchise renewal and renewal term and will depend on the performance of your Business during the initial term and changes in demographic and economic factors regarding your Business and the Territory. The Minimum Performance Standards are not financial performance representations. Meeting the minimum amounts does not guarantee that you are sufficiently penetrating the market in the Territory or that the Business will be successful. Your failure to meet the Minimum Performance Standards for two years is grounds for immediate termination.

MINIMUM PERFORMANCE STANDARDS

	Small	Standard	Executive
Each Week Year One	$1,000	$1,200	$1,300
Each Week Year Two	$1,600	$1,900	$2,100
Each Week Year Three	$2,200	$2,600	$2,900
Each Week Year Four	$2,800	$3,300	$3,700
Each Week Year Five	$3,400	$4,000	$4,500
Each Week Year Six	$3,800	$4,500	$5,100
Each Week Year Seven	$4,200	$5,000	$5,700
Each Week Year Eight	$4,600	$5,500	$6,300
Each Week Year Nine	$5,000	$6,000	$6,900
Each Week Year Ten	$5,400	$6,500	$7,500

You will receive an exclusive territory because we have not established and will not establish any other franchise or company owned window cleaning business under the name FISH WINDOW CLEANING or under any other name within your Territory during the term of your Franchise Agreement. Although we do not do any of the following, as of the date of this Disclosure Document, we reserve the right in your Territory to establish franchises or company-owned businesses or distribute products or services through alternative channels of distribution selling products or services other than the window cleaning business under a trademark different than the FISH WINDOW CLEANING trademark. We also reserve (i) the right to put some limitations on national or regional accounts that we may develop for the FISH WINDOW CLEANING System; (ii) the right to develop and operate and to franchise or license others to develop and operate the FISH WINDOW CLEANING business at any location outside your Territory; (iii) the right to provide services and sell any products authorized for FISH WINDOW CLEANING Businesses using the Marks or any other trademark through alternate channels of distribution including joint marketing with partner companies and all forms of sales through the Internet or any other form of electronic media (including social technology, social media and social networking platforms); and (iv) the right to engage in any other activities not expressly prohibited by the Franchise Agreement. We will not market the FISH WINDOW CLEANING business within your Territory, except in the case where such marketing is part of the Brand Building Fund program described in ITEM 11 or is contained in a general publication (or media) with general distribution (or broadcast) within and outside your Territory. You may not service customers outside your Territory, except under the circumstances described in the Franchise Agreement. See ITEM 16 for more information on these circumstances. It is a violation of

another FISH WINDOW CLEANING franchisee's franchise agreement if that franchisee makes sales in your Territory, although we or another franchisee may from time to time service particular customers in your Territory in the event you are unable or unwilling for whatever reason to meet the service needs of those customers, all as set forth on the Fishing Hole. Also, a franchisee's marketing in its territory may reach your Territory if contained in a general publication (or media) like a regional newspaper with general distribution (or broadcast) within its territory and your Territory. Except as described above, there are no other circumstances that would permit us to modify your territorial rights.

You do not have any options, rights of first refusal or similar rights to acquire additional franchises within any particular territory.

If it becomes necessary, on account of condemnation, sale or other cause, including expiration or cancellation of your lease, to relocate your office location for the Business, we will grant you authority to do so at a site in the Territory that is acceptable to us and that is reasonably suited for your Business. You must provide us with at least 90 days prior written notice of your desire to relocate. The new location must be more than one mile from any existing FISH WINDOW CLEANING Business. The new location must be open and operating within 90 days after you close your previous location, all in accordance with our current standards at that time. You must continue to operate your Business continuously during the time you are relocating your office location.

ITEM 13
TRADEMARKS

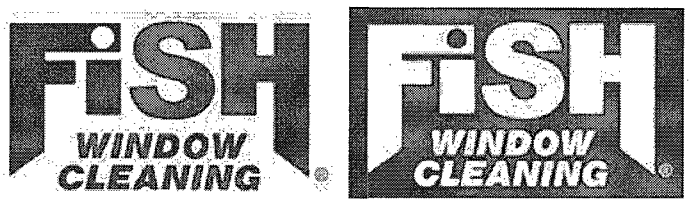
The Franchise Agreement licenses you to use the service mark FISH WINDOW CLEANING, as well as other trademarks, service marks, trade names and commercial symbols (collectively, the "Marks"). We also claim common law trademark rights for all of the Marks. We have filed or intend to file all required affidavits and renewals for the Marks listed below.

Service Mark:	FISH WINDOW CLEANING
Registration No.:	2,244,693
Registration Date:	May 11, 1999

Service Mark:	FISH WINDOW CLEANING & Design
Registration No.:	2,631,518
Registration Date:	October 8, 2002

Service Mark:	FISH FOAM
Registration No.:	3,176,523
Registration Date:	November 28, 2006

Service Mark:	BRIGHTEN YOUR WORLD
Registration No.:	3,584,078
Registration Date:	March 3, 2009



Appendix A to your Franchise Agreement identifies the Marks that you are licensed to use. Appendix A will include the FISH WINDOW CLEANING service mark and our other Marks. We have the right to change Appendix A from time to time. Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing.

There are currently no effective material determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the Marks. There are currently no agreements in effect that significantly limit our rights to use or license the use of any Marks in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the Marks.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to the Marks and we have the sole right to decide to pursue or settle any infringement actions related to the Marks. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Marks, you must make such changes or substitutions, although we will reimburse you for the tangible costs of compliance.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or copyrights currently registered or any pending patent applications that are material to the franchise, although we do claim copyright ownership and protection for our FISH WINDOW CLEANING Franchise Agreement, Fishing Hole, website, software and for various training, sales, promotional and other materials published from time to time.

There are no currently effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. There are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware.

You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the materials and information from the Fishing Hole. Upon termination of your Franchise Agreement, you must return to us all proprietary information, including but not limited to any copies of materials from the Fishing Hole and all other copyright material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information. You must comply with all changes to the requirements, standards, and procedures set forth on the Fishing Hole at your cost.

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

Your Business must at all times be under your supervision or a designated principal owner in the event you are a corporation, partnership, or other business entity. Your principal owners must be those persons who are actively involved in the Business and they must be Personal Guarantors who own at least 1/3 of the Business's ownership interests. In either instance, the individual who will directly supervise and manage the operation of the Business in the Territory must complete our training program.

Each individual who owns an interest in the franchisee entity must sign the personal undertaking and guarantee attached to the Franchise Agreement. We do not currently require the spouse of a franchisee entity owner to sign the personal undertaking and guarantee unless he or she is also a franchisee entity owner. These people agree to discharge all obligations of the franchisee under the Franchise Agreement and are bound by all its terms and conditions, including maintaining confidentiality of proprietary information described in ITEM 14 and abiding by the noncompete covenants described in ITEM 17.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only the Approved Products and Services. (See ITEM 8 for more information on Approved Products and Services.) These required services include, but are not limited to, glass (of all type), gutter, light fixture, screen, door, and sign cleaning. There are no limits on our right to make modifications to the Approved Products and Services from time to time as set forth on the Fishing Hole or otherwise in writing. Any failure to comply with these standards may result in termination of your Franchise Agreement (see ITEM 17).

You may not use your place of business or any motor vehicle used in connection with your Business for any business purpose other than the operation of a FISH WINDOW CLEANING business. You may use only marketing and promotional materials that we have approved.

You are not limited in the customers to whom you may sell Approved Products and Services in the Territory; however, we reserve the right to put some limitations on national or regional accounts that we may develop for the FISH WINDOW CLEANING System. Our policies and procedures for National/Regional Accounts will be included on the Fishing Hole. Your customers must be located within your Territory. You may, however, service customers located outside your Territory other than your own and not assigned to another FISH WINDOW CLEANING franchisee. If we do permit you to service clients outside the Territory, we reserve the right to require you to cease servicing those clients, and you agree to assist in transferring the service needs of those clients immediately to the entity that will continue to service those clients, all without compensation to you. Except for media such as radio, print, etc. that may extend beyond your Territory boundaries, you are not allowed to specifically solicit or market outside of your Territory. In addition, you may service customers located within another franchisee's assigned Territory with the prior written approval of the other franchisee and by providing a copy of that approval to us before commencing service.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

FRANCHISE RELATIONSHIP

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

Provision		Section in Franchise Agreement	Summary
a.	Term of the franchise	Paragraph 4	10 years
b.	Renewal or extension of the term	Paragraph 4	If you satisfy renewal requirements, you may renew for continuing 10 year terms.

	Provision	Section in Franchise Agreement	Summary
c.	Requirements for you to renew or extend	Paragraph 4	You must be in compliance with your Franchise Agreement, be current with all monetary obligations, attend any necessary training and have continuously operated the Business (including generating a minimum level of Gross Sales). You also must give us notice, maintain or obtain suitable premises for the Business (including modernization of all materials displaying the Marks) and sign a then current Successor Franchise Agreement which may have materially different terms and conditions than your original franchise agreement.
d.	Termination by you	Paragraph 11C	Subject to certain conditions, you may terminate the Franchise Agreement only for good cause with 30 days' notice to us and 30 days opportunity to cure.
e.	Termination by us without cause	Not Applicable	
f.	Termination by us with cause	Paragraphs 11A-B	We can terminate only if you default.
g.	"Cause" defined – curable defaults	Paragraphs 11A-B	You have 10 days to cure non-submission of reports and non-payment of amounts due and owing. You have 30 days to cure your noncompliance with our standards and requirements for the Business, failure to meet our requirements and specifications regarding to goods and services, and any other default not listed in Section 11.B(i) (subject to state law).
h.	"Cause" defined – non-curable defaults	Paragraphs 11A-B	Non-curable defaults: abandonment, insolvency, failure to generate a minimum level of Gross Sales for 2 years, assignment for the benefit of creditors, conviction of offenses, deception of customers regarding goods, willful falsification of reports, repeated audits because of underreporting, repeated defaults within 12-month period even if cured, and failure to cure within 24 hours notice of default that materially impairs the goodwill associated with our Marks (subject to state law).

	Provision	Section in Franchise Agreement	Summary
i.	Your obligations on termination/non-renewal	Paragraph 12A	Obligations include complete de-identification, payment of amounts due, discontinue or assign business phone number, and return of materials from the Fishing Hole and other proprietary information.
j.	Assignment of contract by us	Paragraph 15	No restriction on our right to assign. Assignee must fulfill our obligations under the Franchise Agreement.
k.	"Transfer" by you - defined	Paragraphs 14A-C	Includes any transfer of your interest in the Franchise Agreement or Business.
l.	Our approval of transfer by you	Paragraphs 14A-C	We have the right to approve all transfers but will not unreasonably withhold approval, provided all transfer conditions are satisfied.
m.	Conditions for our approval of transfer	Paragraphs 14A-C	New franchisee qualifies, you are not in default under the Franchise Agreement, transfer fee paid, all amounts owed by you are paid, training completed, non-compete agreements signed, and guarantees or new franchise agreement signed.
n.	Our right of first refusal to acquire your business	Paragraph 14E	We can match any offer for your Business.
o.	Our option to purchase your business	Paragraph 12D	Upon the expiration or termination of the Franchise Agreement (unless you enter into a Successor Franchise Agreement; or upon any breach, default or other event that gives us the right to terminate the Franchise Agreement, after expiration of any applicable notice and cure period, we have the option to purchase your Business, and all its improvements, furniture, fixtures, and equipment, and all of your other business assets that we designate in a Notice of Intent. The purchase price for the assets we elect to purchase will be their current fair market value of the assets. If we cannot agree on fair market value of such assets within 30 days after your receipt of our Notice of Intent, an independent appraiser will be designated by us and the appraised value will be the purchase price of such assets. The appraised value will exclude any and all

	Provision	Section in Franchise Agreement	Summary
			consideration for goodwill or going concern value created by the Trademarks, the System and the customer lists. If we elect to exercise our option to purchase, we will have the right to set off all amounts due from you and the cost of the appraisal, if any, against any payment. We will notify you of our intention to exercise our rights to purchase within 60 days following an event of default. The notice will specify the assets to be purchased, and the current fair market value as determined by us. You will have 14 days following receipt of our notice to object to any of the prices specified therein, and any disputes over pricing shall be resolved through appraisal. The purchase and sale will be closed as soon as practicable but not more than 60 days after determination of the purchase price. Following the delivery of a notice, we or our designee shall have the right to take possession of the Business.
p.	Your death or disability	Paragraph 14D	Upon your death, disability or incapacity, franchise can be transferred to third party approved by us. Transfer conditions apply (see m, above).
q.	Non-competition covenants during the term of the franchise	Paragraph 10D	No direct or indirect involvement by you or your personal guarantors in the operation of any window cleaning business or any other business selling products and services similar to those sold by your Business.
r.	Non-competition covenants after the franchise is terminated or expires	Paragraph 12B	No competing business for one year within (i) the Territory, (ii) a 5-mile radius outside the Territory or (iii) the territory of another FISH WINDOW CLEANING business, except in the limited circumstances if this Agreement is terminated due only to our default under this Agreement and you are not in default.
s.	Modification of the agreement	Paragraph 16B	No modifications generally, but we may modify System standards and requirements.

	Provision	Section in Franchise Agreement	Summary
t.	Integration/ merger clause	Paragraph 16B	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Paragraph 13A	Except for certain claims, all disputes must be arbitrated in St. Louis, Missouri (subject to state law).
v.	Choice of forum	Paragraph 16I	Litigation must be brought in the Federal District Court for the Eastern District of Missouri or in St. Louis County Circuit Court, St. Louis, Missouri (subject to state law).
w.	Choice of law	Paragraph 16I	Missouri law applies (subject to state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the franchise. No public figure is involved in our actual management or control.

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.

This financial performance information relates to certain financial factors reported to us by our franchisees. These factors can be helpful to you as you evaluate the franchise opportunity and discuss this opportunity with your advisors. The factors do not include all expenses you will incur in operating your Business.

The financial performance representation does not include all start-up expenses and development costs for a FISH WINDOW CLEANING Business. See ITEM 5, ITEM 6 and ITEM 7 of the Disclosure Document for estimates and other information pertaining to the fees and initial

investment required for the development of a FISH WINDOW CLEANING Business. The financial performance representation also does not include certain ongoing expenses.

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

The information in the table below is a historical financial performance representation for a subset of franchised FISH WINDOW CLEANING businesses from January 1, 2017 until December 31, 2017. The information in the table below is based on information provided to us by 129 franchisees in response to a questionnaire that we sent to all 225 franchisees in our system as of December 31, 2017 who had been open for the entire year and, based on several multi-unit operators, accounted for 274 franchised outlets in our system as of that date. Several franchisees did not respond to all the questions, as evident by the numbers noted in the following table. The information provided has not been audited or submitted as part of a financial statement reporting requirement. The franchised FISH WINDOW CLEANING businesses included in this financial performance representation share similar characteristics in that they are in similar locations, have similar degrees of competition, offer similar services, are entitled to receive similar goods and services from us.

	Average of Reporting Outlets	Number of Outlets at or above average	Percentage of Reporting Outlets who have actually attained or surpassed the average	Number of Outlets at or below average	Number of Outlets that did not provide the requested information	Median
Labor Cost (Percentage Paid to Window Cleaners)	32%	75	58%	74	2	32%
Cost of Consumables per Month	$275	39	30%	80	10	$200
Office Rent per Month	$788	52	33%	76	1	$745
Office Size in Square Feet	895 sq. ft.	50	39%	78	1	750
Average Revenue per Hour	$58	62	48%	64	3	$55
Number of Red, Logoed Vehicles	2.5	53	41%	76	0	2

NOTES:

(1) Labor Cost (Percentage Paid to Window Cleaners). Franchisees generally pay their window cleaners a percentage of the revenue each window cleaner generates from customers for work performed.

(2) Cost of Consumables per Month. This expense item is similar to cost of goods sold. It includes cleaning supplies, soap and other similar items used in the operation of the Business.

(3) Office Rent per Month. Most franchisees lease offices in light industrial areas with 600-800 square feet. Utilities generally are included in the lease costs.

(4) Average Revenue per Hour. This information represents the response to the question on the questionnaire about the dollar amount of glass that a window cleaner can clean on average per hour.

(5) Number of Red, Logoed Vehicles. This information represents the response to the question on the questionnaire about the number of red logoed FISH WINDOW CLEANING service vehicles that the outlet uses.

(6) Franchised Businesses Only. This chart only includes information relating to franchised outlets.

The information in the table below is a historical financial performance representation for a subset of FISH WINDOW CLEANING businesses from January 1, 2017 until December 31, 2017. The information in the table below is based on information for the 251 franchised outlets that were open and operating for the 12-month period from January 1, 2017 until December 31, 2017. We had 274 franchised outlets in our system as of December 31, 2017. Therefore, the remaining 23 franchised outlets were not included in the table below because they were not open and operating for the 12-month period from January 1, 2017 until December 31, 2017. The information in the table below was prepared from sales records and reports from the franchised businesses and the company-owned business (which as noted in Item 1) is owned and operated by an affiliate of ours with common ownership. We do not know of an instance, nor do we have reason to believe, that a franchisee would overstate or understate the information in the table below. The information provided has not been audited or submitted as part of a financial statement reporting requirement. The FISH WINDOW CLEANING businesses included in this financial performance representation share similar characteristics in that they are in similar locations, have similar degrees of competition, offer similar services, are entitled to receive similar goods and services from us.

	Top Performing Outlet	Top Performing Outlet in the Top 10%	Average of Outlets in the Top 10%	Median of Top 10%	Bottom Performing Outlet in Top 10%	Top Performing Outlet in Top 50%	Average of Outlets in the Top 50%	Median of Top 50%	Bottom Performing Outlet in Top 50%
Number of New Customers (Commercial and Residential)	879	879	646	604	515	879	410	378	225

Total Revenue	$1,378,344	$1,378,344	$798,252	$735,869	$613,780	$1,378,344	$471,816	$419,791	$258,353

	Top Performing Outlet in Bottom 50%	Average of Outlets in the Bottom 50%	Median of Bottom 50%	Bottom Performing Outlet in Bottom 50%	Top Performing Outlet in Bottom 10%	Average of Outlets in the Bottom 10%	Median of Bottom 10%	Bottom Performing Outlet in Bottom 10%	Bottom Performing Outlet
Number of New Customers (Commercial and Residential)	230	144	144	4	89	53	61	4	4
Total Revenue	$254,394	$154,968	$148,826	$33,818	$107,524	$86,776	$90,519	$33,818	$33,818

NOTES:

(1) Number of New Customers (Commercial and Residential). This number represents the number of new commercial customers and new residential customers that outlets provided service to in 2017. Specifically, 53 outlets (21% of the 253 outlets) attained or surpassed the average of the outlets in the top 50% for this category; 11 outlets (4% of the 253 outlets) attained or surpassed the average of the outlets in the top 10% for this category. Additionally, 63 outlets (25% of the 253 outlets) met or were below the average of the outlets in the bottom 50% for this category; 9 outlets (4% of the 253 outlets) met or were below the average of the outlets in the bottom 10% for this category.

(2) Total Revenue. "Total Revenue" means the total revenues derived in and from the operation of the Business or Businesses referenced in each subgroup. For example, the top performing outlet generated Total Revenue of $1,378,344 in 2017; the average Total Revenue generated by the outlets comprising the top 10% in Total Revenue in 2017 was $798,252; and the average Total Revenue generated by the outlets comprising the top 50% in Total Revenue in 2017 was $471,816. Specifically, 52 outlets (21% of the 253 outlets) attained or surpassed the average of the outlets in the top 50% for this category; eight outlets (3% of the 253 outlets) attained or surpassed the average of the outlets in the top 10% for this category. Additionally, 68 outlets (27% of the 253 outlets) met or were below the average of the outlets in the bottom 50% for this category; 11 outlets (4% of the 253 outlets) met or were below the average of the outlets in the bottom 10% for this category.

(3) Outlet Results. The top outlet for one category in the table above may not be the top outlet for any other category. Similarly, the outlets in the top 10% or top 50% for one category in the table above may not be in the top 10% or top 50% for any other category.

(4) Company-Owned Business Results. This chart only includes information relating to franchised outlets. The one company-owned business located in St. Louis, Missouri, which is similar to the franchised outlets, had 1280 new accounts and total revenue in 2017 of $1,112,156.

The information in the table below is a historical financial performance representation for a subset of FISH WINDOW CLEANING businesses from January 1, 2017 until December 31, 2017. The information in the table below is based on information for the 274 franchised outlets that were (a) open and operating, and (b) using the most recent version of our proprietary software application, for the 12-month period from January 1, 2017 until December 31, 2017. We had 274 franchised outlets in our system as of December 31, 2017. We do not know of an instance, nor do we have reason to believe, that a franchisee would overstate or understate information through our proprietary software application. The information provided has not been audited or submitted as part of a financial statement reporting requirement. The FISH WINDOW CLEANING businesses included in this financial performance representation share similar characteristics in that they are in similar locations, have similar degrees of competition, offer similar services, are entitled to receive similar goods and services from us.

	Average of Outlets	Number of Outlets at or above average	Percentage of Outlets who have actually attained or surpassed the average	Number of Outlets at or below average	Median
Average Revenue from a Residential Window Cleaning	$269	104	47%	115	$261
Average Revenue from a Commercial Window Cleaning	$49	95	43%	132	$46
Average Annual Price for a Commercial Route Job	$674	87	40%	132	$622

NOTES:

(1) Average Revenue from a Residential Window Cleaning. This average represents the average revenue received by the applicable outlets from a residential window cleaning in 2017.

(2) Average Revenue from a Commercial Window Cleaning. This average represents the average revenue received by the applicable outlets from a commercial window cleaning in 2017.

(3) Average Annual Price for a Commercial Route Job. A commercial route job is a recurring commercial window cleaning job that an outlet performs at least eight times in at least one of our 13 four-week accounting periods (we have 13 four-week accounting

periods, not 12 monthly accounting periods). This average represents the average annual price scheduled in our proprietary software application to be charged for all of the window cleanings associated with a commercial route job in calendar year 2017. This average does not represent the average revenue that was received as a result of the window cleanings for a commercial route job in calendar year 2017.

(4) Company-Owned Business Results. This chart only includes information relating to franchised outlets. The one company-owned business located in St. Louis, Missouri had $319 in Average Revenue from a Residential Window Cleaning, $43 in Average Revenue from a Commercial Window Cleaning, and $485 in Average Annual Price for a Commercial Route Job.

Some outlets have earned the amounts set forth in this financial performance representation. Your individual results may differ. There is no assurance that you will earn as much.

Other than the preceding financial performance representation, Fish Window Cleaning Services, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting S. Michael Merrick, 200 Enchanted Parkway, Manchester, Missouri 63021, (877) 707-3474, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2015 to 2017

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2015	257	253	-4
	2016	253	271	+18
	2017	271	274	+3
Company-Owned	2015	1	1	0
	2016	1	1	0
	2017*	1	1	0
Total Outlets	2015	258	254	-4
	2016	254	272	+18
	2017	272	275	+3

*In order to maintain consistency, we have realigned a few territories based on the most appropriate classification.

**Any reference to company-owned outlets refers to the affiliate-owned business (through common ownership) referenced in Item 1, as we do not own and operate a business through our Franchisor entity.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2015 to 2017

State	Year	Number of Transfers
Arizona	2015	1
	2016	0
	2017	0
California	2015	0
	2016	0
	2017	2
Colorado	2015	0
	2016	2
	2017	0
Florida	2015	0
	2016	0
	2017	1
Georgia	2015	0
	2016	1
	2017	1
Illinois	2015	1
	2016	0
	2017	1
Massachusetts	2015	1
	2016	0
	2017	0
Michigan	2015	0
	2016	0
	2017	2

State	Year	Number of Transfers
Missouri	2015	0
	2016	1
	2017	0
New Jersey	2015	0
	2016	0
	2017	0
South Carolina	2015	0
	2016	0
	2017	0
Tennessee	2015	1
	2016	0
	2017	0
Texas	2015	0
	2016	1
	2017	1
Utah	2015	0
	2016	2
	2017	0
Totals	2015	4
	2016	7
	2017	8

Table No. 3
Status of Franchised Outlets
For Years 2015 to 2017

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Alabama	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Arizona	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	1	5
Arkansas	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
California	2015	22	1	0	0	0	2	21
	2016	21	4	0	0	0	0	25
	2017	25	2	0	0	0	1	26
Colorado	2015	8	0	0	0	0	1	7
	2016	7	0	0	0	0	0	7
	2017	7	0	0	0	0	0	7
Connecticut	2015	5	0	0	0	0	0	5
	2016	5	1	0	0	0	0	6
	2017	6	0	0	0	0	0	6
Delaware	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Florida	2015	18	1	0	0	0	3	16
	2016	16	7	0	0	0	1	22
	2017	22	4	0	0	0	1	25
Georgia	2015	9	0	0	0	0	0	9
	2016	9	0	0	0	0	0	9
	2017	9	0	0	0	0	0	9
Idaho	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
Illinois	2015	7	0	0	0	0	0	7
	2016	7	0	0	0	0	1	6
	2017	6	0	0	0	0	0	6

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Indiana	2015	9	0	0	0	0	1	8
	2016	8	1	0	0	0	2	7
	2017	7	0	0	0	0	0	7
Iowa	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Kansas	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Kentucky	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Louisiana	2015	2	1	0	0	0	0	3
	2016	3	2	0	0	0	0	5
	2017	5	0	0	0	0	0	5
Maine	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Maryland	2015	4	0	0	0	0	1	3
	2016	3	1	0	0	0	0	4
	2017	4	0	0	0	0	0	4
Massachusetts	2015	9	0	0	0	0	0	9
	2016	9	0	0	0	0	0	9
	2017	9	0	0	0	0	0	9
Michigan	2015	13	0	0	0	0	2	11
	2016	11	1	0	0	0	0	12
	2017	12	0	0	0	0	0	12
Minnesota	2015	6	2	0	0	0	0	8
	2016	8	0	0	0	0	1	7
	2017	7	1	0	1	0	2	5

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Mississippi	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Missouri	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	1	0	0	0	0	6
Montana	2015	2	0	0	0	0	1	1
	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Nebraska	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Nevada	2015	1	0	0	0	0	1	0
	2016	0	2	0	0	0	0	2
	2017	2	2	0	0	0	0	4
New Hampshire	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
New Jersey	2015	14	0	0	0	0	1	13
	2016	13	1	0	0	0	3	11
	2017	11	0	0	0	0	1	10
New York	2015	5	2	0	0	0	0	7
	2016	7	1	0	0	0	0	8
	2017	8	0	0	0	0	0	8
North Carolina	2015	6	1	0	0	0	0	7
	2016	7	1	0	0	0	0	8
	2017	8	0	0	0	0	1	7
Ohio	2015	10	1	0	0	0	0	11
	2016	11	0	0	0	0	0	11
	2017	11	0	0	0	0	0	11

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Oklahoma	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Oregon	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
Pennsylvania	2015	10	1	0	0	0	0	11
	2016	11	2	0	0	0	0	13
	2017	13	1	0	0	0	0	14
Rhode Island	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
South Carolina	2015	4	1	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	2	3
South Dakota	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Tennessee	2015	6	0	0	0	0	0	6
	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
Texas	2015	27	3	0	0	0	5	25
	2016	25	3	0	0	0	1	27
	2017	27	1	0	0	0	0	28
Utah	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	1	0	0	0	1	3
Virginia	2015	5	1	0	0	0	1	5
	2016	5	1	0	0	0	0	6
	2017	6	1	0	0	0	1	6

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Washington	2015	4	0	0	0	0	1	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
West Virginia	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Wisconsin	2015	11	0	0	0	0	1	10
	2016	10	0	0	0	0	2	8
	2017	8	1	0	0	0	0	9
Total Outlets	2015	257	17	0	0	0	21	253
	2016	253	30	0	0	0	12	271
	2017	271	15	0	1	0	11	274

Table No. 4
Status of Company-Owned Outlets
For Years 2015 to 2017

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Missouri	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
Total Outlets	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1

Table No. 5
Projected Openings as of
December 31, 2017 for 2018

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	2	0
Arizona	0	1	0
California	1	3	0
Connecticut	0	1	0
Delaware	0	1	0
Florida	0	2	0
Georgia	0	1	0
Hawaii	0	1	0
Idaho	0	1	0
Illinois	0	1	0
Iowa	0	1	0
Maryland	0	2	0
Mississippi	0	1	0
Missouri	0	1	0
Nevada	1	0	0
New Jersey	1	1	0
New Mexico	0	1	0
New York	0	1	0
Oklahoma	0	2	0
Texas	0	1	0
Utah	0	1	0
Virginia	0	2	0
Washington	0	2	0
Totals	1	32	0

These numbers may change significantly depending upon a number of factors, including the timing of various state registrations and the success of franchise marketing efforts.

A list of names of all franchisees and the addresses and telephone numbers of FISH WINDOW CLEANING Franchisees are listed in Exhibit C to this Disclosure Document. The name and last known home address and telephone number of every franchisee who has had a franchise

terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the date of this Disclosure Document are listed in Exhibit D to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

None of our franchisees have signed confidentiality clauses during the last three fiscal years.

The name, address, telephone number, email address and Web address of each Trademark-Specific Franchisee Organizations is listed in Exhibit F.

ITEM 21
FINANCIAL STATEMENTS

Consolidated audited financial statements for FISH WINDOW CLEANING and FWC Distributing Company are in this Disclosure Document as Exhibit E including our combined balance sheets as of December 31, 2017, 2016, and 2015, and related statements of income, retained earnings and cash flows for the fiscal years ending December 31, 2017, 2016, and 2015, together with the report of our independent certified public accountants. Our fiscal year end is December 31st.

ITEM 22
CONTRACTS

Attached to this Disclosure Document as Exhibit B is a sample of the FISH WINDOW CLEANING Franchise Agreement with Appendices A (Authorized Trademarks), B (Territory & Performance Standards), C (Electronic Transfer of Funds Authorization and Direct Deposit Form), D (Assignment of Telephone Numbers), E (Assignment of Lease); F (Renewal Addendum), G (Termination and Release Agreement), H (Resale Amendment), I (SBA Addendum); State Addendum; and the Acknowledgement Addendum.

As a prospective franchisee, you should obtain such independent legal and financial advice concerning the FISH WINDOW CLEANING franchise offering as you deem appropriate before making any commitment.

ITEM 23
RECEIPT

The last page of this Disclosure Document, as Exhibit H, is a detachable Receipt to be signed by you, dated and delivered to us. A copy of the Receipt for your records is also included in Exhibit H.

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF CALIFORNIA

The following information applies to franchises and franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body:

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

ITEM 3.

ITEM 3 is amended to provide that neither we nor any other person identified in ITEM 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association.

ITEM 6.

ITEM 6, footnote 8 is amended to add that the highest interest rate allowed in California is ten percent (10%).

ITEM 17.

1. California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

2. Termination of the Franchise Agreement by us because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

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

4. You must sign a general release if you transfer your franchise. This provision may be unenforceable under California law. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

5. The Franchise Agreement requires binding arbitration. The arbitration will occur in St. Louis, Missouri or at such other places as may be mutually agreeable to the parties with costs being borne by the nonprevailing party. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

6. The Franchise Agreement requires application of the laws of Missouri. This provision may not be enforceable under California law.

7. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

ITEM 19 is amended to include the following language:

"The earnings claims figures(s) does (do) not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information."

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF ILLINOIS

The following information applies to franchises and franchisees subject to the Illinois Franchise Disclosure Act of 1987. Item numbers correspond to those in the main body:

ITEM 17.

For Illinois franchisees, Illinois law governs the franchise agreement. The conditions under which the franchise can be terminated and rights upon nonrenewal may be affected by Illinois law. Any provision in a franchise agreement that designates exclusive jurisdiction or venue in a forum outside of Illinois is void.

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF MICHIGAN

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373 7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF MARYLAND

The following applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body:

ITEM 17.

1. Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within 3 years after we grant you a FISH WINDOW CLEANING franchise.

2. Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.)

3. Any claims under the Maryland Franchise Registration and Disclosure law may be brought in the State of Maryland.

4. Pursuant to COMAR 02.02.0816L, the general release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

ITEM 22.

A copy of the current release that we use as a condition of renewal and/or assignment/transfer is attached to the Maryland Addendum to the Franchise Agreement.

Representations in the Acknowledgement requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF MINNESOTA

The following applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.

ITEM 13.

We will undertake the defense of any third party claim of infringement involving the FISH WINDOW CLEANING mark. You must cooperate with the defense in any reasonable manner we prescribe with any direct cost of such cooperation to be borne by us.

ITEM 17.

1. Minnesota law provides you with certain termination and nonrenewal rights. As of the date of this Disclosure Document, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

2. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. In the event you breach or threaten to breach any of the terms of this Agreement, we will be entitled to seek an injunction restraining such breach and/or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as the arbitrators make a final and binding determination.

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.
REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":**

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

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee":**

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

7. The following is added to the end of the "Summary" section of Item 17(j), titled **"Assignment of contract by franchisor":**

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum"**, and Item 17(w), titled **"Choice of law"**:

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

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF NORTH DAKOTA

The following applies to franchises and franchisees subject to North Dakota statutes and regulations. Item numbers correspond to those in the main body:

ITEM 17.

1. Covenants not to compete such as those mentioned in ITEM 17 may be subject to Section 9-08-06 of the North Dakota Century Code and unenforceable in the State of North Dakota if contrary to Section 9-08-06.

2. Notwithstanding anything contained in Paragraph 13 of the Franchise Agreement, any arbitration proceeding will take place in the city nearest to your Business in which the American Arbitration Association maintains an office and facility for arbitration, or at such other location as may be mutually agreed upon by the parties.

3. Any claims under the North Dakota Franchise Investment Law may be brought in the State of North Dakota.

4. The North Dakota Securities Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

5. You must sign a general release if you renew your franchise. This provision may be unenforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF RHODE ISLAND

The following information applies to franchises and franchisees subject to the Rhode Island Franchise Investment Act. Item numbers correspond to those in the main body:

ITEM 17.

The provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of Rhode Island or requiring the application of the laws of a state other than the State of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF WASHINGTON

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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

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

ADDENDUM TO
FISH WINDOW CLEANING®
DISCLOSURE DOCUMENT FOR THE
STATE OF WISCONSIN

The following information applies to franchises and franchisees subject to the Wisconsin Fair Dealership Law. Item numbers correspond to those in the main body:

ITEM 17.

1. For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

2. For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

EXHIBIT A

List of State Administrators and Agents to Receive Service of Process

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Business Oversight One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677	Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles 90013-2344 1-866-275-2677
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722	Hawaii Commissioner of Securities Same Address
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-1090	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48913 517-373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 651-296-1627	Minnesota Commissioner of Commerce Same Address
NEW YORK	Office of the New York State Attorney General Investor Protection Bureau Franchise Section 120 Broadway, 23rd Floor New York, NY 10271-0332 212-416-8236	Attention: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712	North Dakota Securities Commissioner Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
RHODE ISLAND	Rhode Island Department of Business Regulation Securities Division John O. Pastore Center – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 401-222-3048	Director, Rhode Island Department of Business Regulation Same address
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 605-773-3563	Director of the South Dakota Division of Securities Same Address
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South Salt Lake City, UT 84145-0804 801-530-6601	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 E. Main Street Richmond, VA 23219 804-371-9733	Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219 804-371-9051
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 201 W. Washington Avenue, Suite 300 Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

EXHIBIT B

Franchise Agreement with Appendices A (Authorized Trademarks), B (Territory & Performance Standards), C (Electronic Transfer of Funds Authorization) and D (Assignment of Telephone Numbers) and Acknowledgement Addendum

FISH WINDOW CLEANING□

FRANCHISE AGREEMENT

BETWEEN

FISH WINDOW CLEANING SERVICES, INC.

AND

_____

_____

_____

Name(s) of Franchisee

_____

Street

_____

City State Zip

_____

Area Code Telephone

CONFIDENTIAL
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ACKNOWLEDGMENT ADDENDUM
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FISH WINDOW CLEANING® FRANCHISE AGREEMENT

This Franchise Agreement is made this ____ day of _____, 20__ between Fish Window Cleaning Services, Inc., a Missouri corporation with its principal business address at 200 Enchanted Parkway, Manchester, Missouri 63021 ("**we**" or "**us**"), and _____, a(n) _____ whose principal business address is _____ ("**franchisee**" or "**you**"). This Agreement is for a _____ Package franchise.

RECITALS

A. We have expended considerable time, effort, skill and financial resources in developing and establishing the FISH WINDOW CLEANING® System.

B. We are the owner of the FISH WINDOW CLEANING service mark and other trademarks, trade names and commercial symbols used in connection with the System.

C. You wish to obtain the right to use the System and Trademarks in the operation of a FISH WINDOW CLEANING Business.

D. You have had a full and adequate opportunity to be advised thoroughly of the terms and conditions of this Agreement by legal counsel or other advisors, and have had sufficient opportunity to evaluate and investigate the System, the financial investment requirements and the business risks associated with owning and operating a FISH WINDOW CLEANING Business.

In consideration of the foregoing and the covenants and consideration below, you and we agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the terms set forth below have the following definitions, with other terms defined throughout the Agreement:

A. "**Business**" means your Fish Window Cleaning Business developed and operated pursuant to this Agreement. The Business features a unique system of commercial and residential cleaning services, including glass (all types), gutter, light fixture, screen door and sign cleaning and the techniques for offering, selling and marketing the services, including quality control techniques, advertising and promotional programs.

B. "**Gross Sales**" means the total revenues, receipts, value of any barter or exchange of services, or any other consideration received, whether in cash or on credit or otherwise, from the sales made and services provided by you in connection with your Business, less any (i) properly documented refunds, charge-backs or other allowances given to customers or (ii) sales taxes if separately stated when the customer is charged and actually paid to the appropriate taxing authority.

C. "**System**" means the Fish Window Cleaning System, which consists of the operation of a Fish Window Cleaning Business using distinctive proprietary services and products under our Trademarks and utilizing certain distinctive types of supplies, services and procedures, marketing programs, bookkeeping and accounting materials, all of which we may modify and change from time to time.

D. "**Trademarks**" means the Fish Window Cleaning service mark that has been registered with the United States Patent and Trademark Office and the other trademarks, service marks, and trade names set forth in Appendix A, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the Business.

2. GRANT OF LICENSE.

The following provisions control with respect to the license granted to you:

A. Rights Granted. We hereby grant to you, subject to the terms and conditions of this Agreement, the right and license to engage in and conduct a Fish Window Cleaning Business identified by the Trademarks that we authorize for your use hereunder (or such other marks as we may direct) for the territory consisting of the area set forth in Appendix B (herein referred to as the "**Territory**").

You hereby accept said license and undertake the obligation to operate your Business faithfully, honestly and diligently, using the System in compliance with our standards and requirements for the System. You agree to maintain and operate your Business under your active and continuous supervision and management. You must begin operating your Business within 3 months of the date we sign this Agreement, although you may not commence operations of your Business until you successfully complete our training program and we have approved the commencement date of operations. The license granted herein is limited to the right to operate your Business only within the Territory and may not be used elsewhere or at any other location by you, except as we may authorize from time to time and under the terms and conditions set forth on the Fishing Hole (as defined in Section 6.D) or otherwise in writing. If we do permit you to service clients outside the Territory, we reserve the right to require you to cease servicing those clients, and you agree to assist in transferring the service needs of those clients immediately to the entity that will continue to service those clients, all without compensation to you. You do not have the right to subfranchise, sublicense, assign or transfer your rights under this Agreement, except as specifically provided in this Agreement.

B. Territory Rights; Our Reservation of Rights. During the term of this Agreement and provided that you are in compliance with the terms and conditions of this Agreement, we will not (i) modify the Territory without your written permission, or (ii) establish either a company-owned or franchised window cleaning business within the Territory under the Fish Window Cleaning Trademark or any other trademark or name, although we or another franchisee may from time to time service particular customers in the Territory in the event you are unable or unwilling for whatever reason to meet the service needs of those customers, all as set forth on the Fishing Hole. Except as stated in (ii) in the preceding sentence, we reserve the right in the Territory to establish other company-owned or franchised businesses or distribute products or services through alternative channels of distribution using trademarks other than the Fish

Window Cleaning Trademark; (iii) provide services and sell any products authorized for Fish Window Cleaning Businesses using the Trademarks or any other trademark through alternate channels of distribution including joint marketing with partner companies and all forms of sales through the Internet or any other form of electronic media (including social technology, social media and social networking platforms); and (iv) engage in any other activities not expressly prohibited by the Franchise Agreement.

C. Minimum Performance Standards. In order to meet our goals for market penetration and for the growth of the Fish Window Cleaning System, you agree to be bound by the Minimum Performance Standards as set forth in Appendix B. You understand that meeting the Minimum Performance Standards does not suggest that you are sufficiently penetrating the market in the Territory or that the Business will be successful. Rather, the Minimum Performance Standards are threshold minimum amounts.

You will be required to pay Royalty Fees as set forth in Subparagraph 8.B, and the Royalty Fees may be based on the Minimum Performance Standards set forth in Appendix B. Your failure to meet your Minimum Performance Standards as set forth in Appendix B for two years is grounds for immediate termination, as noted in Subparagraph 11.B.2.

3. TRADEMARK STANDARDS AND REQUIREMENTS.

You hereby acknowledge and agree that the Trademarks are our property and that your right to use the Trademarks is specifically conditioned upon the following terms and conditions:

A. Trademark Ownership. The Trademarks are our valuable property, and we are the exclusive owner of all right, title and interest in and to the Trademarks and all past, present or future goodwill of your Business conducted within the Territory that is associated with or attributable to the Trademarks. Your use of the Trademarks will inure to our benefit. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our rights in any of the Trademarks or the goodwill associated with the Trademarks, including any use of the Trademarks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

B. Trademark Use. You may not use, or permit the use of, any trademarks, trade names or service marks in connection with your Business, except those set forth in Appendix A or except as we otherwise direct in writing. You must use the Trademarks only in connection with such products and services as we may specify and only in the form and manner we prescribe in writing. You must comply with all trademark, trade name and service mark notice marking requirements. You must use the Trademarks only in association with products and services approved by us and that meet our standards or requirements with respect to quality and production, service standards and methods of operation. You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity in the matters described in this Subparagraph.

C. Business Identification. You must use the name FISH WINDOW CLEANING as the trade name of your Business and no other mark or words may be used to identify your Business

without our prior written consent. You may not use the words FISH WINDOW CLEANING or any of the other Trademarks as part of the name of your corporation, partnership, limited liability company or other similar entity. You must hold yourself out to the public as an independent contractor operating the Business pursuant to a license from us. You must clearly indicate on your business checks, stationery, purchase orders, receipts, and other written materials that you are the owner of your Business and that you are a FISH WINDOW CLEANING franchisee. You may use the Trademarks on various materials, such as business cards, stationery, purchase orders and checks, provided you: (i) accurately depict the Trademarks on the materials; (ii) include a statement on the materials indicating that you independently own and operate your Business; and (iii) do not use the Trademarks in connection with any other trademarks, trade names or service marks unless we specifically approve it in writing prior to the use.

D. Litigation. In the event any person or entity improperly uses or infringes the Trademarks, we will control all litigation and we have the right to decide as to whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you are aware. You must promptly inform us of any claim arising out of your use of any Trademark and must, without compensation, cooperate with us in any action we undertake. You must take reasonable steps, without compensation, to assist us with any action we or our affiliate undertakes. We or our affiliate will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Trademarks in violation of this Agreement, in which case you must reimburse us for our fees and expenses.

E. Changes. You may not make any changes or substitutions to Trademarks unless directed by us in writing. We reserve the right to change or modify the Trademarks and to add additional Trademarks at any time. Upon receipt of our notice to change the Trademarks, you must cease using the former Trademarks and promptly commence using the changed Trademarks. We will reimburse you for your documented costs of complying with the changes to the Trademarks on your signs or letterhead and you waive any claim arising from or relating to any changes to the Trademarks.

4. TERM OF FRANCHISE; FRANCHISEE'S RIGHT TO SUCCESSOR FRANCHISE AGREEMENT.

The term of the license granted in this Agreement and your rights to renew are as follows:

A. Term. The term of the license granted in this Agreement is for a period of 10 years from the date of this Agreement ("**Term**").

B. Successor Franchise Agreement. You have the right to renew your license for continuing 10-year renewal terms, provided that as to each renewal term you have met the following conditions:

1. You must give written notice to us not less than six (6) months prior to the end of the expiring term of your intent to renew the license. You must execute the then-current form of franchise agreement ("**Successor Franchise Agreement**") and all other agreements, legal instruments and documents then customarily used by us in the renewal

of our franchises. The Successor Franchise Agreement and these other agreements, legal instruments and documents may vary materially from those agreements, legal instruments and documents currently in use by us, including the payment of higher fees. There will not be, however, another initial franchise fee charged for renewal of the license. Your failure to give us written notice of your intent to renew, or your failure or refusal to execute the Successor Franchise Agreement and all other agreements, instruments and documents within 30 days after their delivery to you will be deemed an election by you not to renew the license;

2. You are, and have been, in compliance with all of the terms and conditions of this Agreement and are in compliance with our operating and quality standards and requirements. We have the right to refuse to renew the license granted under this Agreement if we have given you written notice 3 or more times for failure to comply with the terms of this Agreement, whether or not such failure is subsequently cured;

3. You have satisfied, prior to renewal, all monetary obligations owed by you to us, our affiliates or your suppliers or creditors, whether pursuant to this Agreement or otherwise;

4. Prior to the end of the expiring term, you have made such reasonable expenditures necessary to modernize your Business and all items displaying the Trademarks so that your Business will conform to our then-current standards;

5. You attend any training program, at your expense, that we deem necessary for you to operate your Business in accordance with our then-current standards;

6. Upgrade your vehicles to our then current standards, including utilizing our current vehicle signage;

7. You have continuously and actively operated the Business, which includes meeting your Minimum Performance Standards, and you are able to maintain possession of the premises of the Business or you are able to secure and develop suitable substitute premises approved by us;

8. You pay to us a Renewal Fee of $5,000 at the same time you deliver the executed Successor Franchise Agreement to us; and

9. You execute and deliver to us a general release and waiver, in form satisfactory to us, of any claims of any nature whatsoever against us, our subsidiaries, or affiliates (if applicable) and their officers, directors, attorneys, shareholders, agents and employees, successors, assigns and personal representatives, in their corporate and individual capacities.

C. Interim Period. If you do not sign a Successor Franchise Agreement prior to the expiration of this Agreement and you continues to accept the benefits of this Agreement after the expiration of this Agreement, then, at our option, this Agreement may be treated either as (i) expired as of the date of expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one

party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

5. PREMISES STANDARDS AND MAINTENANCE.

The following provisions control with respect to your premises:

A. Location. You must, at your expense, provide the office premises where the Business will be located and operated. We must consent to the office location. Your office may not be located in your home, and it must be located in the Territory. The office must be constructed, maintained and operated in accordance with our specifications and standards that we establish periodically. We make no guarantees concerning the success of your Business located at any site consented to by us. You must not use the office premises for any purpose other than the operation of your Business without our prior written approval. You must deliver to us a copy of the proposed lease and a Lease Addendum and Collateral Assignment of Lease (substantially in the form attached as Appendix E) to us, as collateral for your performance of your obligations under this Agreement, in a form acceptable to us. You must not relocate the premises from which you operate your Business, you must provide us with at least 90 days prior written notice of your desire to relocate and your office must meet the standards and criteria set forth above.

B. Business Telephone Line. You must have two (2) fully operational business telephone numbers assigned to your Business. You must promptly inform us of these business telephone numbers, including notifying us of future changes with respect to the numbers. During regular business hours, the business voice lines must be answered personally by a member of your staff or an answering service. When your Business is not staffed during regular business hours, the business voice lines must be answered by an answering service or answering machine.

C. Relocation. Should it become necessary, on account of condemnation, sale or other cause, including expiration or cancellation of your lease, to relocate your office location for the Business, we will grant you authority to do so at a site in the Territory that is acceptable to us and that is reasonably suited for your Business; provided that the new location is open and operating within 90 days after closing at the previous location, all in accordance with our current standards at that time. Further, you must continue to operate your Business continuously during the time you are relocating your office location.

6. OPERATIONS STANDARDS AND REQUIREMENTS.

You acknowledge and agree that we have established and may revise, from time to time, quality standards regarding the operations of Fish Window Cleaning businesses so as to protect the distinction, goodwill and uniformity symbolized by the Trademarks and the System. Accordingly, you agree to maintain and comply with our quality standards and requirements for the System and agree to the following terms and conditions:

A. Equipment and Office Packages. You must purchase specified equipment ("**Equipment Package**"), supplies ("**Office Package**") and vehicles before you open your Business. We will provide you with a written list of the items included in the Equipment and Office Packages prior to the opening of your Business. You must maintain and operate a vehicle in accordance with our standards and specifications for the entire term of this Agreement.

B. Products and Services. We require you to offer glass (all types), gutter, light fixture, screen door and sign cleaning services in connection with the operation of your Business. You may sell only those products and services that we have approved in writing. The approved products and services may be identified by us on the Fishing Hole or otherwise in writing. These products and services meet standards and/or specifications prescribed by us, which we may modify from time to time.

C. Vendors and Suppliers. You must purchase from approved vendors and suppliers ("**Required Suppliers**") the Equipment and Office Packages and all other equipment, supplies, products and vehicles that we determine meet our standards and specifications of quality required to protect the valuable goodwill and uniformity symbolized by and associated with the Trademarks and Business. You acknowledge that we may designate a single source of supply and that we or an affiliate may be that source. For instance, the initial computer software, as well as the invoices, estimate forms and sales brochures must be purchased from us. We will provide and update you from time to time with a written list of the Equipment and Office Packages and other approved equipment, products, services and vehicles which list will include Required Suppliers for many of the items. ALTHOUGH APPROVED BY US, WE MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED PRODUCTS.

D. Fishing Hole. To help protect our reputation and goodwill and to maintain uniform operating standards under the Trademarks and Business, we have developed materials, directives, bulletins, memoranda, publications, documents, videos, and other communications setting forth information, advice and standards, requirements, operating standards and procedures, marketing standards and procedures, instructions, or policies relating to the operation of a FISH WINDOW CLEANING Business that are set forth on our proprietary intranet system ("**Fishing Hole**"), as same may be added to, deleted or otherwise amended by us from time to time.

You acknowledge that you have received access to the Fishing Hole. You must at all times treat the Fishing Hole and the materials and information contained thereon and any other proprietary information created for or approved for use in the operation of your Business as secret and confidential. The materials on the Fishing Hole will at all times remain our sole property. You may not at any time print, copy, or reproduce the material on the Fishing Hole. We may from time to time revise the contents of the Fishing Hole and you expressly agree to comply with each new or changed standard.

E. Operating Procedures. The Fishing Hole contains both requirements and recommendations for the operation of a FISH WINDOW CLEANING Business. Any required

standards exist to protect our interests in the System and the Trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Fishing Hole or other written materials. The Fishing Hole also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and the Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines. You must adopt and use the required standards, procedures, techniques and systems described on the Fishing Hole or as we may otherwise describe in writing, including, but not limited to, the Business Action Plan developed for your Business. We will periodically revise the materials on the Fishing Hole, other written standard operating procedures or directives, and the standards, procedures, techniques and systems set forth therein to meet changing conditions of operation in the best interest of all businesses operating under the Trademarks.

You must conform to all quality and customer service standards we prescribe in writing, whether on the Fishing Hole or otherwise. You agree to promote and market, actively and aggressively, the FISH WINDOW CLEANING Business, products and services within your Territory. Your failure to follow the required standards, procedures, techniques and systems, including the Business Action Plan, will constitute a default under this Agreement.

F. Confidential Information. You and your Personal Guarantors (as described in Subparagraph 16.F) must not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or entity any Confidential Information, except to such employees as must have access to it to operate your Business. Each of your employees with access to Confidential Information and any other persons owning a minority interest in your Business must execute a nondisclosure and confidentiality agreement in the form we prescribe, at the earlier of the commencement of employment or of training. For purposes of this Agreement, "Confidential Information" means proprietary information, knowledge and know-how, including processes, materials, methods, procedures, suggested pricing, specifications, techniques, customer lists and other data concerning the methods of operation of a FISH WINDOW CLEANING Business. Any and all Confidential Information must not be used for any purpose other than conducting your Business in the Territory.

G. Customer Information. You must provide us with an up-to-date customer list, copies of customer invoices, and work order information in the form we prescribe, including, but not limited to, through our intranet system or through our required software, as further described in Subparagraph 8.D. We have the right to contact the customers to ascertain your quality of work and the level of customer satisfaction. To satisfy complaints by your customers with regard to the quality or other aspects of your services, we reserve the right to refund, in whole or in part, any fees or charges and to reimburse your customers for any damage that they claim you or your employees caused to the customer's property. Any amounts we pay or refund to your customers we may charge to you and reimburse our self from your account for payment of fees, as set forth in Subparagraph 8.E. We own the customer list and accounts and license you to use them during the term of this Agreement. You may not use the customer list or account

information for any purpose whatsoever other than in the normal conduct of your Business. You may not sell, loan or give the customer list or accounts to anyone without our prior written permission. Upon termination or expiration of this Agreement, you must promptly deliver to us a complete list of current and former customers, said customer's contracts, including name, telephone number, complete mailing address, type of service, price of service and other customer information as we request.

H. Evaluations. We or our authorized representative have the right to enter your Business premises at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain whether you are observing the provisions of this Agreement, to inspect and evaluate your premises used for your Business, to accompany you on sales calls and to test, sample, inspect and evaluate your supplies, products and services. Any evaluation or inspection we conduct is not intended to exercise control over your day-to-day operation of your Business or to assume any responsibility for your obligations under this Agreement.

I. Adaptations. Complete and detailed uniformity under many varying conditions may not always be possible or practical, and we reserve the right to vary the standards for any franchisee based upon the customs or circumstances of a particular territory, density of population, existing business practices, or any condition that we deem to be of importance to the operation of the franchisee's Business. You will not be entitled to require us to grant to you a like or other variation hereunder on account of any variation from standards, specifications and practices granted to any other franchisee. You acknowledge and agree that we have the right to make periodic modifications or rescind any requirement, standard or specification under this Agreement as may be necessary in to adapt our System to changing conditions and competitive circumstances.

J. Continuous Operation of Business. You acknowledge and agree that if your Business is closed or otherwise not operated for a period of seven (7) consecutive days or more without our prior written consent, the closure or failure to operate will constitute your voluntary abandonment of the franchise, and we have the right, in addition to other remedies provided for herein, to terminate this Agreement and the franchise operated hereunder. Acts of God, war, strikes or riots preventing you temporarily from complying with the foregoing will suspend compliance therewith for the duration of the interference. Any closure of your Business, however, will not modify your obligations to meet the Minimum Performance Standards.

K. Compliance with Laws. You must at all times conduct your Business in compliance with all applicable laws, regulations, codes and ordinances. You must maintain all required (if any) local, state, and federal licenses and must keep yourself aware and remain, at all times, in compliance with all applicable Occupational Safety and Health Agency regulations. You acknowledge that you are an independent business and are solely responsible for control and management of your Business, including such matters as hiring and discharging your employees. You acknowledge that we have no power, responsibility or liability in respect to employee relations issues including hiring, discharge and discipline, and related matters. You must promptly notify us of any claim or litigation in which you are involved that arises from the operation of your Business.

You may have to comply with certain environmental regulations, such as the Clean Water Act (CWA) or the Federal Water Pollution Control Act (FWPCA), resulting from the discharge of chemicals into surface water as a result of operating your Business. CWA regulations vary depending on applicable state laws and the classification of the surface water your area. Most of the discharge by operation of your Business is remote and is not covered by the CWA. However, direct discharge into surface water requires compliance. The disposal of chemicals may require compliance with the Resource Conservation Recovery Act (RCRA), which regulates the disposal of hazardous and solid waste. Federal, state and local governments also may have other territory specific requirements that may affect the operation of your Business.

L. Participation in an Internet Website or Other Online Communications. We may require you, at your expense, to participate in our FISH WINDOW CLEANING web site on the internet as well as in our intranet system. We have the right to determine the content and use of our web site and our intranet system and will establish the rules under which franchisees may participate. You may not separately register any domain name containing any of the Trademarks or operate your own website selling or advertising similar products or services, whether or not they contain our Trademarks. You may not participate or market on any website or other form of electronic media (including social technology, social media and social networking platforms) using the Trademarks unless you first obtain written approval from us. We will retain all rights relating to our web site and our intranet system and may alter or terminate our web site or our intranet system without prior notice to you. Your general conduct on our web site, our intranet system, the Internet, on other forms of electronic media, or on other online communications and specifically your use of the Trademarks or any advertising on any web site or other online communications is subject to the provisions of this Agreement and any other rules, requirements or policies that we may identify from time to time. You acknowledge that certain information obtained through your participation in our web site and our intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our web site and our intranet system or otherwise use the Trademarks or System on the internet or other online communications will terminate when this Agreement expires or terminates.

M. Corporate Accounts. You agree to follow the policies and procedures (including pricing) with respect to Corporate Accounts as set forth on the Fishing Hole. We reserve the right to charge you a fee or require you to pay commissions for the generation of leads and ongoing maintenance or administrative support of Corporate Accounts. For purposes of this Agreement, "Corporate Account" means any customer who has locations in the territories of more than one FISH WINDOW CLEANING franchisee.

N. Suggested Pricing Policies. We may, from time to time, make suggestions to you with regard to your pricing policies, although we do reserve the right to establish prices for Corporate Accounts. In addition, we retain the right to establish minimum and maximum prices to be charged by you, but any exercise of that right will be specifically set forth in writing. Except for Corporate Accounts, it is furthermore understood and agreed that any list or schedule of prices furnished to you by us may unless otherwise specifically stated as to the minimum or maximum price be treated as a recommendation only and failure to accept or implement any such suggestion may not in any way affect the relationship between you and us.

7. PERSONNEL AND TRAINING STANDARDS.

The following provisions and conditions control with respect to personnel, training and supervision:

A. Supervision of the Business. You must devote full-time attention to your Business, and it at all times must be under your supervision (or a designated principal owner in the event you are a corporation, partnership, or other business entity). Your principal owners must be those persons who are actively involved in the Business and they must be Personal Guarantors who own at least one-third (1/3) of the Business's ownership interests and sign an undertaking and guarantee in accordance with Subparagraph 16.F of this Agreement.

B. Initial Training. Before you begin to operate your Business, you must, at your expense for room, board and travel, attend and successfully complete our FISH WINDOW CLEANING training program. The training program is for up to eight (8) business days, divided up into three sessions. The first session, which is for approximately five (5) business days, is held at our headquarters in St. Louis, Missouri. The second and third sessions are for up to three (3) business days or for a maximum of 24 hours, whichever comes first, and is conducted at your Business location or another location as we determine. In the event that you are given notice of default as set forth in Subparagraph 11.A and the default relates, in whole or in part, to your failure to meet any operational standards, we may require as a condition of curing the default that you again attend and successfully complete our training program at a place we designate at your expense. Although it is not mandatory, you may invite one additional person to attend the training at no extra cost.

C. Additional Training. We will provide you additional training upon your request and payment of the then-current training charge. You also must pay for the travel and living expenses to attend this additional training at our headquarters in St. Louis, Missouri. Upon your request, we also will provide technical support and account acquisition assistance at your Business location for a fee of $300 per day, plus our travel expenses. Any training we provide to any of your workers will be limited to training or guidance regarding the delivery of approved services to customers in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training.

D. Training Materials. Pre-training materials will be provided to you as part of the Initial Franchise Fee. In addition to the pre-training materials, you must purchase from us certain training materials as we designate from time to time.

E. Staffing. You must hire and supervise efficient, competent, and courteous persons as your employees for the operation of your Business and set and pay their wages, commissions and incentives with no liability on us. You must require all your employees to work in clean uniforms approved by us, but furnished at your cost or the employees' cost as you may determine. You understand and acknowledge that it is your responsibility to hire and supervise a satisfactory number of employees in order to efficiently operate the Business and

meet your obligations under this Agreement. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any employee or employment related responsibility from you to us. As noted in Subparagraph 6.F, you must execute non-disclosure and confidentiality agreements with your employees at the inception of their employment.

F. Attendance at Meetings. You must attend, at your expense, all annual franchise conventions we may hold or sponsor and all meetings related to continuing education on programs, training, management, sales or sales promotion, or similar topics. Payment for the annual convention is required even if you fail to attend, and your failure to attend an annual convention or a required meeting is a default under this Agreement.

G. Our Toll-Free Telephone Number. We will maintain a toll-free telephone number, which you may use to consult with our personnel regarding the operation of your Business.

8. FEES, REPORTING AND AUDIT RIGHTS.

You must pay the fees described below and comply with the following provisions:

A. Initial Franchise Fee. You must pay to us the Initial Franchise Fee set forth in Appendix B upon execution of this Agreement. The Initial Franchise Fee is non-refundable.

B. Royalty Fee. In addition to the Initial Franchise Fee, Franchisee must pay a royalty fee ("**Royalty Fee**") to Franchisor based on Gross Sales each week ("**Performance Period**") during the Term. Franchisee must pay the Royalty Fee based on the following applicable percentage rate ("**Applicable Percentage Rate**"): (i) eight percent (8%) of Gross Sales from $0 to $300,000 each calendar year; (ii) seven percent (7%) of Gross Sales from $300,000.01 to $500,000 each calendar year; and (iii) six percent (6%) of Gross Sales above $500,000 each calendar year. For example, once you exceed $300,000 in Gross Sales for the calendar year, the Applicable Percentage Rate decreases from eight percent (8%) to seven percent (7%), and you must then pay seven percent (7%) of Gross Sales for the calendar year until you exceed $500,000 in Gross Sales. Once you exceed $500,000 in Gross Sales for the calendar year, the Applicable Percentage Rate decreases from seven percent (7%) to six percent (6%), and you must then pay six percent (6%) of Gross Sales for the balance of the calendar year.

Franchisee must pay the Royalty Fee to Franchisor in an amount equal to the greater of (i) the Applicable Percentage Rate of Gross Sales for the Performance Period, or (ii) the Applicable Percentage Rate of the applicable Minimum Performance Standard, as set forth in Appendix B. The applicable Minimum Performance Standard in Appendix B shall be determined based on the year of your Term and the type of your Package.

Franchisor shall review Gross Sales on an annual basis and reconcile the Royalty Fees paid by Franchisee for the prior 12 month period in accordance with the procedure set forth on the Fishing Hole. If Franchisor determines that Franchisee overpaid Royalty Fees for the prior 12 month period, Franchisor shall refund the overpayment amount to Franchisee or credit the overpayment amount against future Royalty Fees due from Franchisee.

C. Technology Fee. You must pay to us a Technology Fee of $50 per week. We will use these fees to fund new and ongoing franchisee support and business development activities that we deem necessary to grow the FISH WINDOW CLEANING system. These activities include technical support and database administration, internet marketing and various corporate services. The fee will be paid in the same manner as the Royalty Fee. We reserve the right to increase the Technology Fee by an amount of no more than 10% per calendar year in order to recover in part any increase in our costs for such services. The monies will be administered by us.

D. Computations and Remittances; Application of Payments. All amounts due and owing hereunder, except the Initial Franchise Fee, must be computed at the end of each week's operation and noted on the weekly report required each Wednesday for the prior week just completed, as further described in Subparagraph 8F of this Agreement. The weekly Royalty Fee is then due and payable 28 days after the reported week. You must certify the computation of said amounts in the manner and form we specify, and you must supply to us the supporting or supplementary materials as we may reasonably require to verify the accuracy of such remittances. You may not withhold payment of any amounts owed to us and hereby waive any and all existing and future claims and offsets against any amounts due us, which amounts must be paid when due. Notwithstanding any designation by you, we will be entitled to apply your payments against any amounts due us. We also may set off any amounts that may be held by us or our affiliates on your behalf or owed to you by us or our affiliates against amounts you owe to us or our affiliates.

E. Electronic Transfer of Funds. You must sign an electronic transfer of funds authorization in the form attached as Appendix C, and such other documents as we designate from time to time, to authorize and direct your bank or financial institution to transfer either electronically or through some other method of payment designated by us, directly to our account or our affiliates' account and to charge your account all amounts due to us and our affiliates from you. Your authorizations must permit us and our affiliates to designate the amount to be transferred from your account. You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed to us or our affiliates when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this Subparagraph. You acknowledge and agree that we have the right to require you to pay either by electronic transfer of funds or through some other method of payment designated by us, as described in this Subparagraph, regardless of whether we impose the same requirement on other FISH WINDOW CLEANING franchisees.

F. Computer System. We require you to use a computer in the operation of your Business. You must use any computer system that we develop and/or select for your Business, including all future updates, supplements and modifications ("**Computer System**"). You must purchase from us the initial computer software package developed for use in your Business. You may be required to pay a software licensing fee or user fee in connection with your use of this or any other proprietary software developed in the future by us, an affiliate or a third party. You also may be required to sign any applicable software license agreement. All right, title and interest in the software will remain with us or the third party licensor of the software. The computer hardware component of the Computer System must conform to specifications we develop and must be configured in a package unit as we designate. If we are requested to

configure your computer hardware component to conform to the designated computer software component of the Computer System, we may provide such assistance for additional agreed upon compensation. You acknowledge and agree that we will have full and complete access to information and data produced by the Computer System. Your office location must have internet access with a form of high speed connection as we require and you must maintain an email account as we specify. You may not use or download any software on your computer unless it has been authorized by us in writing. In the event that you use or download any unauthorized software, you will be liable for all damages and problems caused by the unauthorized software in addition to the other remedies provided under this Agreement. We also have the right to shut off your access to the Computer System in the event you fail to timely pay fees due to us or other operational defaults under this Agreement.

G. Reports and Audit. You must maintain, during the term of this Agreement and for a period of seven (7) years thereafter, original, full and complete records, accounts, books, data, tax records and returns, and contracts that accurately reflect all particulars relating to your Business. You must submit to us reports or any other financial or statistical information with respect to your Business in such form and content as we may prescribe periodically. The reports must include, but not be limited to, the following information: (i) by Wednesday of each week, a report for the prior week just completed setting forth the amount of Gross Sales of your Business for sales made during the previous calendar week, the amount of sales tax thereon, and the computation of the Royalty Fee and Advertising Fee; (ii) within 15 days after the end of each four week period as we designate, a balance sheet and profit and loss statement for the four week period in a form satisfactory to us as well as any additional periodic reports as we may require from time to time; (iii) on an annual basis but no later than May 15 of each year, copies of your most recent annual tax returns, a balance sheet and statements of profit and loss and cash flows for the previous year, and monthly sales summaries for the previous year; and (iv) if requested by us to verify your Gross Sales, all books, records, tax returns, customer contracts or other information as we may require under our audit policies published from time to time.

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to your Business are kept and to evaluate, copy and audit such books and records. In the event that any such evaluation or audit reveals an understatement of your Gross Sales, Royalty Fee or other material financial information related to your Business of 2% or more from data reported to us, in addition to any other rights we may have (including collection of amounts owed with respect to any understatement), you must reimburse us for all audit costs including, without limitation, the related professional fees, travel, and room and board expenses. Furthermore, we may conduct further periodic audits and/or evaluations of your books and records, at your sole expense, as we reasonably deem necessary for up to two years thereafter. You acknowledge and agree that if a subsequent audit or evaluation conducted within the two year period reveals any such understatement or variance of 2% or more, in addition to any other remedies provided for in this Agreement, at law or in equity, we will have the right to terminate this Agreement in accordance with Subparagraph 11.B of this Agreement.

H. Interest Charges; Late Fees. Any and all amounts owing to us or our affiliates by you hereunder will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In

addition to interest charges on late Royalty Fee and Advertising Fee payments, at our sole option, you must pay to us a service charge of $25 for each delinquent report or payment owed to us under this Agreement, which we receive after its due date. You also must pay us a $25 fee for each Royalty Fee, Advertising Fee, or Technology Fee payment for which there are insufficient funds. An additional $5 will be added to the $25 service charge for each additional day beyond five (5) days after the due date for the report or payment. The service charge is not interest or a penalty. It is only to compensate us for increased administrative and management costs due to late payment. Your failure to pay all amounts when due is a default and grounds for termination under this Agreement. In addition, we or our affiliates expressly reserve the right to withhold or delay the shipment of products and services to you if you are in arrears with respect to any amount owed to us or our affiliates. Vendors and suppliers of products and services also may withhold or delay the shipment of goods and services to you if you are in arrears with respect to any amount owed to the vendor or supplier.

9. BRAND BUILDING FEES AND CONTROLS.

You agree to actively promote your Business, to abide by all of our marketing requirements and to comply with the following provisions:

A. Brand Building Fee; Business Development Package. You must pay us a weekly Brand Building Fee in an amount equal to the greater of (i) 1% of your Gross Sales for that week, or (ii) 1% of the applicable Minimum Performance Standard, as set forth in Appendix B. The applicable Minimum Performance Standard in Appendix B shall be determined based on the year of your Term and the type of your Package..

B. We reserve the right to increase the minimum weekly fee by an amount of no more than 10% per calendar year in order to recover any increases in our costs for such services. The Brand Building Fees will be placed in a Brand Building Fund that we will manage. You must also pay to us a one-time $6,000 fee for a Business Development Package. The Package covers business development and marketing activities incurred during your opening and initial ramp-up period, defined as weeks 1-12 in business. The Business Development Package fee is due to us no later than the first day of training. The Brand Building Fee is due weekly and will be payable in the same manner as the Royalty Fee. We administer the monies collected and have the right to determine the methods of marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs. We have no fiduciary obligation to franchisees with respect to the monies collected. Reasonable disbursements will be paid for the payment of expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns; and the reasonable cost of administering the monies, including accounting expenses and the actual cost of salaries and fringe benefits paid to our employees or designees engaged in administration of the fees collected.

C. Monthly Marketing Requirement; Approved Marketing Materials. You must spend a certain amount on approved business development activities in your Territory. The minimum amounts for this Monthly Marketing Requirement vary as follows: Small Package, $1,200 per month; Standard Package, $2,300 per month; Executive Package, $3,400 per month. Your Monthly Marketing Requirement can be spent on a variety of corporate programs which we

develop, describe and make available to you, or other local business development activities initiated by you that we approve (including sales commissions when paid out according to the current commission structure as described on the Fishing Hole). Upon our request, you must provide us with itemization and proof of marketing and an accounting of the monies spent for approved local marketing. You must use only such marketing materials as we furnish, approve or make available, and the materials must be used only in the manner as we prescribe. You may develop marketing materials for your own use, at your own cost. You must submit samples of the materials for our approval. You may not use such marketing unless you receive our prior written approval. We will not unreasonably withhold approval of your marketing materials if they are factually accurate and current, dignified, and in good condition and accurately depict the FISH WINDOW CLEANING Trademarks. The marketing materials will be deemed approved if we do not disapprove or comment within 10 business days of receipt. Your failure to spend the Monthly Marketing Requirement on approved business development activities will constitute a default under this Agreement.

D. Regional or Local Cooperatives. From time to time we may designate a local or regional advertising coverage area in which your Business and at least one (1) other FISH WINDOW CLEANING business is located for purposes of developing a cooperative local or regional or national advertising or promotional program ("Advertising Coverage Area"). You agree to participate in and contribute your share of the costs of the cooperative advertising and promotional programs in your Advertising Coverage Area in addition to such contributions and expenditures as required pursuant to Subparagraphs 9A and 9C. An Advertising Coverage Area shall be defined as the area covered by the particular advertising medium (television, radio or other medium) as recognized in the advertising industry. We may establish regional advertising councils to administer the cooperative advertising program which shall be comprised of us, franchisees in the Advertising Coverage Area, and our Affiliate-owned FISH WINDOW CLEANING businesses. At the time a program is designated, we shall submit a list to you of all operating FISH WINDOW CLEANING businesses and our Affiliate-owned FISH WINDOW CLEANING businesses within your Advertising Coverage Area.

10. FRANCHISEE'S OTHER OBLIGATIONS.

You agree to comply with the following terms and conditions:

A. Payment of Debts. During the Term and any Interim Period, and after the termination, expiration or transfer of this Agreement or the Business, you agree to pay promptly when due: (i) all payments, obligations, assessments and taxes due and payable to us, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your Business or products or services used in connection with your Business, (ii) all liens and encumbrances of every kind and character created or placed upon or against any of said property; and (iii) all accounts and other indebtedness of every kind incurred by you in the conduct of your Business. In the event you should default in making any payment, we will be authorized, but not required, to pay the same on your behalf and you agree to reimburse us promptly on demand for any such payment.

B. Indemnification. During the Term and any Interim Period, and after the termination, expiration or transfer of this Agreement or the Business, you hereby waive all

claims against us (and any affiliates, officers, directors, agents and employees) for damages to property, death, or injuries to persons arising directly or indirectly out of the management or operation of your Business, and indemnify us and our affiliates, officers, directors, agents and employees, and hold them harmless against all claims, demands, losses, damages (including punitive damages), costs, suits, judgments, penalties, expenses (including reasonable attorneys' fees and amounts paid in settlement or compromise) and liabilities of any kind, whether or not ultimately determined to be meritorious (and including damages suffered by us or any of our property) (collectively, "**Damages**") for which they are held liable, or which they incur (including attorney's fees and costs, travel, investigation and living expenses of attorneys, employees and witness fees) in any litigation or proceeding as a result of or arising out of:

1. a breach of this Agreement, or any other agreement between us, or any breach of the lease or other instrument by which the right to occupy the premises of the Business is held, by you;

2. any injury to, or loss of property of, any person in connection with the operation of the Business;

3. your taxes, liabilities, costs or expenses of your Business;

4. any negligent or willful act or omission of you, your employees, agents, servants, contractors or others for whom you are, in law, responsible; or

5. any advertising or promotional material distributed, broadcast or in any way disseminated by you, or on your behalf unless such material has been produced, or approved in writing, by us.

6. It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, if we incur any cost, liability, loss or damage as a result of any actions or omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you will fully indemnify us for any such cost, liability, loss and damage.

C. Insurance. You agree to purchase and maintain in full force and effect, solely at your expense, liability insurance in an aggregate amount designated periodically by us, but not less than $1,000,000 combined single limit per occurrence. In addition, you agree to purchase and maintain in full force and effect, at your expense, insurance in amounts designated periodically by us covering operation or maintenance of any building, equipment or motor vehicle owned or leased by you in connection with your Business and any other insurance or coverage (including how to address exclusions) we specify in writing from time to time or required by local, state or federal law. You further agree to deliver to us, within thirty days of acquiring the specified insurance coverage, a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this Subparagraph. Additionally, at least annually, but not less than any time a change occurs with respect to the insurance policy or insurance coverage, you must deliver to us a new certificate or other proper documentation evidencing the change. All insurance coverage must (i) name us and any affiliates we designed as an additional insured, (ii) insure you, us and our affiliates and their respective officers,

directors, agents and employees from any and all loss, liability, claim or expense of any kind whatsoever and (iii) provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. This insurance coverage must commence as of the date you commence operating the Business. If you fail to obtain the specified insurance or maintain the specified insurance coverage throughout the term of this Agreement, we may, but are not obligated to, obtain the insurance and charge you for the premiums and any other related expenses, which you must promptly pay.

You must purchase and maintain worker's compensation insurance and all additional insurance that may be required by law or other agreement related to your Business.

D. Conflict of Interest. You and your Personal Guarantors may not during the term of this Agreement, without our prior written approval, engage as an owner, partner, director, officer, employee, consultant, agent or in any other capacity in any window cleaning business or any other business selling products and services similar to the products and services sold by your Business licensed under this Agreement.

E. Management of the Business.

1. To assure protection of your customers and Business, and the Trademarks and System for your benefit and the benefit of all other FISH WINDOW CLEANING Businesses, you hereby make, constitute and appoint us, or our designee, as your true and lawful attorney-in-fact, with the powers set forth below, which may, in our sole discretion, be exercised if any of the following events occur: (i) you are indicted for or charges are filed against you alleging that you committed a criminal act that could involve imprisonment for more than thirty (30) days; (ii) charges are brought by any federal, state or local authority that could affect any licenses to operate your Business; (iii) you or a designed principal owner if you are an entity become mentally or physically incapacitated; or (iv) you commit any of the acts set forth in Subparagraph 11.A of this Agreement. Upon the occurrence of any of the foregoing events, we may, but are not obligated to, take possession and control of and operate the Business for your benefit. Such right shall continue only for such period of time as the reason or reasons for our taking possession and control of the Business, as set forth above, continues; provided, however, that we reserve the right to terminate our management of the Business at any time. We shall act diligently, in good faith and honestly in our actions hereunder. In furtherance of the foregoing, we may:

(a) collect any and all revenues due and payable to the Business and endorse your name on checks received;

(b) pay any and all expenses incurred to operate the Business including, but not limited to, wages, salaries and other compensation to your employees, to us and persons we employ on your behalf to manage the Business and to others for professional services;

(c) pay any amounts due to us or our affiliates, including the continuing Royalty Fees, Technology Fees, Brand Building Fees, amounts due for

purchases of product and supplies and amounts due under any financing agreements;

(d) incur debts in the ordinary course of business for inventory, materials, supplies and other items needed for the operation of the Business;

(e) execute documents or instruments on your behalf;

(f) receive a reasonable fee for our services hereunder (as more fully set forth below);

(g) institute legal or administrative proceedings on behalf of and defend actions brought against the Business; and

(h) take any other action we deem necessary or appropriate in furtherance of this Subparagraph.

2. We shall maintain separate books and records of our actions hereunder in accordance with the format required by the System. The net proceeds, if any, from our operation of the Business shall be deposited into a separate bank account or accounts under our direction and control as trustee for you. Upon our termination of the rights granted hereunder, such net proceeds, if any, shall be distributed to you or as you direct. We shall not be liable to you except for willful misconduct or gross negligence. You shall indemnify and hold us and our designee harmless from and against any loss, claim, expense, damage, liability or other obligation of any nature, including legal fees and expenses arising from or in any manner connected with our or our designee's actions hereunder, excepting only those arising from or connected with our or our designee's willful misconduct or gross negligence. Your appointment of us as attorney-in-fact is irrevocable and is coupled with an interest.

3. In addition to any other fees due under this Agreement and reimbursement of our out-of-pocket expenses to provide management services, we are entitled to receive a fee for the management services for the management services provided by us equal to: (i) a management fee of 7% of the Gross Sales of the Business ("Management Fee"); and, (ii) an incentive fee of 10% of the cash flow after payment of all expenses of operation of the Business, including our out-of-pocket expenses and Management Fee ("Incentive Fee"). The Management Fee shall be paid within ten (10) days after the end of each month, or part thereof, and the Incentive Fee shall be paid within ten (10) days after the end of each calendar quarter, or part thereof, that management services are provided by us or our designee. Any portion of the Management Fee or the Incentive Fee which is not paid when due shall bear interest at the rate set forth in Section 8.H until such amount is paid in full.

11. DEFAULT AND TERMINATION.

The following provisions apply with respect to default and termination:

A. Defaults. You will be in default hereunder if we determine that you or any Personal Guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing, includes (i) voluntary abandonment of your Business, which includes your failure to maintain a business phone line for the Business for more than seven consecutive days, (ii) making any false report to us (including falsely reporting the amount of working capital dedicated to the Business), (iii) failure to submit any required report, (iv) failure to pay when due any amounts required to be paid to us or any of our affiliates whether pursuant to this Agreement or otherwise or to any third party (including vendors and suppliers) as required by this Agreement, (v) conviction of you or any Personal Guarantor (or pleading no contest to) any felony or an offense that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair the goodwill of any of the Trademarks, (vi) failure to abide by our standards and requirements in connection with the operation of your Business, (vii) failure to meet your Minimum Performance Standards, (viii) filing of any tax liens or voluntary or involuntary bankruptcy by or against you or any Personal Guarantor, (ix) your insolvency or any Personal Guarantor's insolvency, (x) making an assignment or entering into any similar arrangement for the disposition of assets for the benefit of creditors, (xi) any unauthorized assignment or transfer of your Business, this Agreement or the stock of Franchisee, (xii) failure to attend any required conference or meeting, or (xiii) failure to meet any requirements or specifications we establish with respect to service quality, customer service, sales procedures, or use of approved products and services. As noted in Section 8.F, we have the right to shut off access to the Computer System in the event you are in default.

B. Termination by Us. We have the right to terminate this Agreement in accordance with the following provisions:

1. Termination After Opportunity to Cure. Except as otherwise provided in this Subparagraph 11.B: (i) you will have 30 days from the date of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults; (ii) your failure to cure a default within the 30-day period or 10-day period (as applicable) will provide us with good cause to terminate this Agreement; (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective 30 days after the date of the written notice of termination.

2. Immediate Termination With No Opportunity to Cure. In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination: voluntary abandonment of your Business, you willfully and materially falsify any report, statement or other written data furnished to us; conviction of you or any Personal Guarantor of (or pleading no contest to) any felony or offense that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair the goodwill of any of the Trademarks; your failure to meet your Minimum Performance Standards for two years; your insolvency or any Personal Guarantor's insolvency; making an assignment or entering into any similar arrangement for the disposition of assets for the benefit of creditors; any unauthorized assignment or transfer of your

Business, this Agreement or the stock of Franchisee; any default that results from a subsequent audit of your Business conducted within two years of a previous audit and both audits reveal an understatement of 2% or more in financial information provided to us; or any default by you that is the third default within any 12 month consecutive period. Furthermore, we may declare this Agreement null and void if you make any material misrepresentation on the franchise application or otherwise relating to the acquisition of the franchise.

3. Immediate Termination After 24 Hours to Cure. In the event that a default under this Agreement occurs that materially impairs the goodwill associated with any of the Trademarks (i) you will have 24 hours after we provide written notice of the default to cure the default; and (ii) the termination will be effective immediately upon our issuance of written notice of termination.

4. Effect of Other Laws. We may terminate this Agreement upon any other ground or by any shorter period of notice (but not less than 30 days except as provided above) as may be permitted from time to time by applicable law or regulation. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise will supersede any provision of this Agreement that is less favorable to you than such law or regulation.

C. Termination by You. You may terminate this Agreement only for good cause and provided that you are in full compliance with all terms and conditions of this Agreement. Our failure to cure a default by us hereunder within 30 days from the date of a written notice of default will give you good cause to terminate this Agreement. You must notify us in writing that we have committed an alleged material breach of this Agreement, in which case we have 30 days after receipt of such notice to cure the alleged material breach. The notice must specify with particularity the nature of the alleged material breach and the steps you request that we take to cure the alleged material breach. You may terminate this Agreement only if we fail to cure the alleged material breach.

12. POST-TERM OBLIGATIONS.

Upon the expiration or termination of this Agreement:

A. Reversion of Rights; Discontinuation of Trademark Use. All of your rights to the use of the Trademarks and all other rights and licenses granted herein and the right and license to conduct your Business under the Trademarks in your Territory will revert to us without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. You must immediately pay all sums due to us, our affiliates or designees. You must immediately cease all use and display of the Trademarks and of any material copyrighted by us (including without limitation materials from the Fishing Hole and other Confidential Information). You must immediately return to us all copies of materials from the Fishing Hole, any training videos and the licensed software.

You must promptly, and in any event within 30 days, at your expense, remove or obliterate all signage, displays or other materials in your possession that bear any of the

Trademarks or names or material confusingly similar to the Trademarks and so alter the appearance of your Business premises (including motor vehicles or enclosed trailers, if any) as to differentiate your Business unmistakably from duly licensed FISH WINDOW CLEANING businesses identified by the Trademarks. Upon your receipt of the written notice of termination, you may only complete previously ordered cleaning jobs through the effective date of termination and you may not accept any new orders. You must cease your participation in any FISH WINDOW CLEANING web site and our intranet system and must discontinue your use of the Trademarks or System on the internet or other online communications. Furthermore, you must not use any of the FISH WINDOW CLEANING Trademarks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

You also must take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any trade name or Trademarks, promptly notify the telephone company and listing agencies of the termination or expiration of your right to use all telephone numbers of your Business and all classified and other directory listings of your Business, and assign to us or our designee the telephone numbers used in the operation of the Business (in accordance with the form attached hereto as Appendix D, which you must sign at the time you sign this Agreement). Notwithstanding the foregoing, in the event of expiration or termination of this Agreement, you will remain liable for your indemnification obligations specified in Subparagraph 10.B or under common law and other obligations pursuant to any applicable lease for your Business premises or otherwise, which by their very nature are intended to survive the expiration or termination of this Agreement.

B. Noncompetition. Unless this Agreement is terminated due only to our default under this Agreement and you are not in default hereunder, you and your Personal Guarantors may not engage as an owner, partner, director, officer, employee, consultant, sales person, representative or agent in any other capacity in any Competitive Activity, for a one-year period after expiration or termination of this Agreement, within (i) the Territory; (ii) a five (5) mile radius outside the Territory; or (iii) the territory of another FISH WINDOW CLEANING Business that we own and operate or have franchised to another, now or in the future. This Subparagraph also includes locations in which a FISH WINDOW CLEANING Business formerly existed within the year prior to termination or expiration. We have attempted in this Subparagraph to limit your right to compete only to the extent necessary to protect us from unfair competition. Therefore, we agree that if the scope of enforceability of Subparagraph is disputed at any time by you, a court or arbitrator, as the case may be, may modify this Subparagraph to the extent that it deems necessary to make such provision enforceable under applicable law. In addition, we reserve the right to reduce the scope of said this Subparagraph without your consent, at any time or times, effective immediately upon notice to you. For purposes of this Agreement, Competitive Activity means any window cleaning business or any other business that sells products and services similar to the products and services sold by a FISH WINDOW CLEANING Business. You expressly agree that the one-year period and territory restriction are the reasonable and necessary time and geographic scope needed to protect us and the FISH WINDOW CLEANING System if the Agreement expires or is terminated. You also agree that the length of time in this Subparagraph will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement.

C. Our Right to Purchase.

1. Unless otherwise explicitly provided by this Agreement, we shall be entitled to exercise the rights provided in this Subparagraph immediately upon:

(a) The expiration or termination of this Agreement (unless a Successor Franchise Agreement is entered into between you and us or during the Interim Period); or

(b) Any breach, default or other event that gives us the right to terminate this Agreement, after expiration of any applicable notice and cure period.

2. Upon any event described in this Subparagraph, we shall have the option to purchase any or all of your rights, title and interest in the Business, and all its improvements, furniture, fixtures, and equipment, and all of your other business assets that we designate in the Notice of Intent, as defined below.

(a) The purchase price for the assets we elect to purchase will be the current fair market value of the assets we elect to purchase. If we cannot agree on fair market value of such assets within 30 days after your receipt of our Notice of Intent, an independent appraiser will be designated by us and the appraised value will be the purchase price of such assets. The appraised value will exclude any and all consideration for goodwill or going concern value created by the Trademarks, the System and the customer lists. If we elect to exercise our option to purchase provided in this Paragraph, we will have the right to set off all amounts due from you under this agreement and the cost of the appraisal, if any, against any payment.

(b) We will notify you of our intention to exercise our rights to purchase ("**Notice of Intent**") within 60 days following an event described in Subparagraph 11.A. The Notice of Intent will specify the assets to be purchased, and the current fair market value as determined by us. You will have 14 days following receipt of our Notice of Intent to object to any of the prices specified therein, and any disputes over pricing shall be resolved through appraisal as specified by Subparagraph 12D2(a).

(c) The purchase and sale contemplated in this Paragraph shall be consummated as soon as practicable but not more than 60 days after determination of the purchase price under Subparagraph 12D2(a). Following the delivery of a Notice of Intent as specified in Subparagraph 12D2(b), we or our designee shall have the right to take possession of the Business and to carry on and develop the Business for the exclusive benefit of us or our designee.

13. DISPUTE RESOLUTION; INJUNCTIVE RELIEF.

We and you agree as follows:

A. Arbitration. Except as qualified below in Subparagraph 13B, any claim, controversy or dispute involving us, our affiliates, you, or any Personal Guarantor (including the directors, officers, heirs, beneficiaries or other similar parties claiming an interest through any of these entities), arising under, out of, or in any way connected with or related to this Agreement, the relationship between the parties or your Business, must be submitted to binding arbitration and must be arbitrated before one arbitrator, who shall be chosen by the striking method, in accordance with the Commercial Arbitration Rules and procedures and under the auspices of the American Arbitration Association. Any arbitration must be on an individual basis and not joined as part of a class action or consolidated with any other proceeding. The arbitrator must follow the law and not disregard the terms of the Agreement. The arbitration will take place in St. Louis, Missouri, or at such other place as may be mutually agreeable to the parties. The arbitrator appointed must have at least five (5) years' experience in franchising or in franchise law.

Notwithstanding any choice of law provision of this Agreement, all issues relating to arbitration or the enforcement of the agreement to arbitrate contained in this Agreement are governed by the U.S. Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the U.S. federal common law of arbitration. This federal act preempts any state rules on arbitration, including those relating to the site of arbitration. Judgment on an arbitration award, or on any award for interim relief, may be entered in any court having jurisdiction, and will be binding.

The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award that extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by us. Judgment upon the award may be entered in any court having jurisdiction thereof.

B. Injunctive Relief; Civil Action. Notwithstanding Subparagraph 13A above, you recognize that your Business is one of a number of businesses identified by the Trademarks and similarly situated and selling to the public similar products and services, and hence the failure on the part of a single franchisee to comply with the terms of its agreement could cause irreparable damage to us and/or to some or all of our other franchisees. Therefore, it is mutually agreed that to protect us and you from violations that would cause immediate loss and damages, each has the right to seek from a court of competent jurisdiction:

1. in the event of a breach or threatened breach of any of the terms of this Agreement an order of injunctive relief and/or a decree of specific performance, without showing or proving any actual damage and any related incidental damages;

2. an action for disputes or claims related to or based on the Trademarks;

3. an order enforcing any covenant not to compete; and

4. an order to prevent the disclosure of or misuse of Confidential Information; and

5. an action to collect fees and other payments due to us.

The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party.

C. Enforcement. During the term of this Agreement, if you do not give us written notice of the alleged breach of this Agreement within one year from the date that you have knowledge of circumstances reasonably causing you to believe you may have a claim for a breach of this Agreement by us, then the alleged breach will be deemed to be waived by you in all respects and you will be barred from bringing any legal or other action against us for the alleged breach. Furthermore, upon expiration or termination of this Agreement, you may not assert any claim or cause of action against us arising under, out of, or in any way connected with or related to this Agreement, the relationship between the parties, or your Business unless the claim or cause of action is commenced within one year after the effective date of the expiration or termination of this Agreement. Notwithstanding the preceding two sentences, if the one-year time limitation is prohibited by or invalid under any applicable law, then no suit or action may be commenced or maintained unless it is commenced within the shortest applicable statute of limitations.

14. ASSIGNMENT BY FRANCHISEE.

You agree that the following provisions will govern any transfer or proposed transfer by you:

A. Transfers. This Agreement is entered into by us with specific reliance upon your financial qualifications and your personal experience, skills and managerial and financial qualifications as being essential to the satisfactory operation of your Business licensed hereunder. Consequently, neither your interest in this Agreement nor in your Business may be transferred or assigned to or assumed by any other person or entity ("Assignee"), in whole or in part, unless you have first tendered to us the right of first refusal to acquire such interest in accordance with Subparagraph 14.E, and if we fail to exercise such right, unless our prior written consent is obtained and the transfer conditions described in Subparagraph 14.C are satisfied. Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, gift or otherwise or any arrangement pursuant to which you turn over all or part of the daily operation of your Business to a person or entity who shares in the losses and/or profits of your Business in a manner other than as an employee will be considered a transfer for purposes of this Agreement.

In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or your Business, such person first must so notify us, must tender the right of first refusal provided for in Subparagraph 14.E, and if we fail to exercise such right, must apply for and obtain our consent to the transfer and

satisfy the transfer conditions described in Subparagraph 14.C. In addition, you or the assignee must pay our attorneys' fees and costs incurred in any bankruptcy or insolvency proceeding pertaining to you.

B. Consent to Transfer. We will not unreasonably withhold our consent to transfer, provided that the proposed assignee is, in our reasonable judgment, qualified to provide active supervision over the operation of your Business, the proposed assignee possess sufficient net worth and sources of capital to meet our standards for your Business, and the conditions defined in Subparagraph 14.C are satisfied. Application for our consent to a transfer and tender of the right of first refusal provided for in Subparagraph 14.E must be made by submission of our form of application for consent to transfer, which must be accompanied by the documents (including a copy of the proposed purchase or other transfer agreement) or other information required therein. The application must indicate whether you propose to retain a security interest in the property to be transferred. No such security interest will be created without our prior written consent and except upon conditions acceptable to us. Any agreement used in connection with a transfer will be subject to our prior written approval, which approval will not be withheld unreasonably. You immediately must notify us of any proposed transfer hereunder and must submit promptly to us the application for consent to transfer. Any attempted transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void and will give us the right to either terminate this Agreement or to collect from you a transfer fee equal to two times the transfer fee provided for in this Agreement.

C. Conditions of Transfer. Whether the transfer be to an individual, a corporation, a partnership or to any other entity, the following provisions apply:

1. We may condition our consent to any proposed transfer upon the following:

(a) all of your obligations in connection with your Business have been assumed by the assignee;

(b) all of your ascertained or liquidated debts in connection with your Business, including all amounts owed to us or any of our affiliates or your suppliers have been paid in full;

(c) you are not in default under any provision of this Agreement;

(d) the assignee executes our then-current form of franchise agreement and all other agreements, instruments and legal documents then customarily used by us with respect to new franchisees, which may vary materially from the agreements, legal instruments and documents currently in use by us, including the payment of higher fees;

(e) the assignee has completed the training program required of new franchisees;

(f) assignee has a satisfactory credit rating, is of good moral character and has received the required disclosure documents in accordance with federal and state laws, rules and regulations;

(g) you or the assignee has paid to us a transfer fee ("**Transfer Fee**") of $10,000.00 plus any applicable broker/referral fee;

(h) you and all Personal Guarantors execute a general release in our favor;

(i) you and all Personal Guarantors agree to comply with the covenant not to compete set forth in Subparagraph 12.B of this Agreement; and

(j) in the case of an installment sale, if you or any principal owner proposes to retain a security interest or other financial interest in the Franchise Agreement or your Business operated thereunder (with our consent), you or such principal owner agrees to guarantee the performance of the Franchise Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

2. Notwithstanding the conditions stated in Subparagraph 14.C(1) above, if you are an individual franchisee, you may assign the franchise to a corporation or other similar entity in which you own all of the issued and outstanding capital stock provided that:

(a) the principal owner or a manager approved by us actively manages the Business and continues to devote the individual's best efforts and full and exclusive time to the day to day operation and development of the Business;

(b) the corporation or other similar entity is newly organized and its activities are confined exclusively to acting as the franchisee under this Agreement;

(c) the corporation provides all documentation and information concerning the business entity in regard to its articles, bylaws, good standing to do business, stockholders, directors and corporate resolutions;

(d) the corporation or other similar entity executes a document in a form approved by us in which it agrees to become a party to and be bound by all the provisions of this Agreement;

(e) the principal owner remains personally liable in all respects under this Agreement and executes on a form approved by us a personal guarantee and agreement not to sell, assign, pledge, mortgage or otherwise transfer or encumber the stock; and

(f) all stock certificates representing shares in the corporation bear a legend that they are subject to the terms of this Agreement.

3. We may require you to prepare and furnish to assignee and/or to us such financial reports and other data relating to your Business and its operations as we, in our sole and exclusive judgment, may deem necessary or appropriate for assignee and/or us to evaluate your Business and the proposed transfer. You agree that we have the right to confer with proposed assignees and furnish them with information concerning your Business and proposed transfer without being held liable to you, except for intentional misstatements made to the assignee. Any such information we furnish to proposed assignees is for the sole purpose of permitting the assignees to evaluate your Business and proposed transfer and must not be construed in any manner or form whatsoever as an earnings claim or claims of success or failure.

D. Death, Disability or Incapacity. If any individual franchisee dies or becomes disabled or incapacitated and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as a franchisee hereunder, the person or entity must apply for our consent, successfully complete our training program and pay the applicable transfer fee, all in accordance with this Paragraph 14 as in any other case of a proposed transfer. If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us.

E. Right of First Refusal. If you propose to transfer or assign this Agreement or your interest herein or in your Business, in whole or in part, to any third party, you first must offer to sell to us your interest as provided herein. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer. In the event of (i) a transfer or assignment of stock or similar ownership interests in you or (ii) your or a Personal Guarantor's insolvency or the filing of any petition by or against you or a Personal Guarantor under any provisions of any bankruptcy or insolvency law, our offer will be to purchase your interest in this Agreement and your Business. An amount and terms of purchase must be established by a qualified appraiser selected by you and us. If the parties cannot agree upon the selection of an appraiser, one will be appointed by the American Arbitration Association upon petition of either you or us to appoint an appraiser to establish such price in accordance with the rules and procedures of the Association. You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report.

We will have 30 days from our receipt of the statement setting forth the third-party offer or the appraiser's report to accept the offer by delivering written notice of acceptance to you. The acceptance will be on the same price and terms set forth in the statement delivered to us; provided, however, we will have the right to substitute equivalent cash for any noncash consideration included in the offer. If we fail to accept the offer within the 30 day period, you will be free for 4 months from the date the offer was submitted to us to effect the disposition described in the statement delivered to us; provided the transfer is not at a lower price or with more favorable terms than have been offered to us and is otherwise in accordance with this Paragraph 14. If the disposition is not closed within the 4-month period with the proposed assignee, then you must reoffer to sell to us prior to the sale to a third party. You may effect no other sale or assignment of you, this Agreement or your Business without first offering the same to us in accordance with this Subparagraph 14.E.

15. ASSIGNMENT BY FRANCHISOR.

Our obligations under this Agreement are not personal, and we have the right to unconditionally assign and transfer this Agreement to another person or business entity at any time. We do not need your permission for the transfer or assignment, and may transfer or assign free of any responsibility or liability whatsoever to you. We may also sell or issue our stock, other ownership interests, or assets, whether privately or publicly; merge with, acquire, or be acquired by another entity, including an entity that competes directly with you; and undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring. Any such sale or assignment will inure to the benefit of any assignee or other legal successor.

16. GENERAL PROVISIONS.

The parties hereby agree to the following provisions:

A. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement will be deemed to be valid and in full force and effect and the terms of this Agreement will be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding hereunder will, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration. Except as set forth in Subparagraph 13.C, no waiver by either party of any breach by the other party, nor any delay or failure by either party to enforce any provision of this Agreement, will be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce the non-breaching party's rights with respect to that or any other or subsequent breach. Subject to our rights to modify Appendices and/or System standards and requirements and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with any addenda and appendices hereto constitute the sole agreement between you and us with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to your Business authorized hereunder. However, nothing in this Agreement or any related agreement is intended to disclaim the Franchisor's representations made in the Franchise Disclosure Document. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your Business. There are no representations or warranties of any kind, express or implied, except as contained herein.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by

registered or certified mail, and forwarded to the address specified on page 1 of this Agreement or to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this Subparagraph.

D. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President or any other duly authorized representative. You must neither create any obligation on behalf of us, nor agree to any other term, condition, or covenant that is inconsistent with any provision of this Agreement.

E. References. If a franchisee consists of two or more individuals, such individuals will be jointly and severally liable, and references to the franchisee in this Agreement include all such individuals. Headings and captions contained herein are for convenience of reference and must not be taken into account in construing or interpreting this Agreement.

F. Guarantee. All principal owners of a franchisee that is a corporation, partnership or other entity must execute the form of undertaking and guarantee at the end of this Agreement. Each such person is considered a Personal Guarantor of the franchisee's obligations as noted in the undertaking and guarantee. Any person or entity that at any time after the date of this Agreement becomes a principal owner of the franchisee must, as a condition of becoming a principal owner, execute the form of undertaking and guarantee at the end of this Agreement.

G. Relationship of Parties. You are and will be considered an independent contractor with control and direction of your Business and operations, subject to the conditions and obligations established by this Agreement. No agency, employment, or fiduciary relationship is created by this Agreement. Your Business is separate and apart from any that we may operate. Neither party to this Agreement may make any representations tending to create apparent agency, employment, or partnership.

H. Successors/Assigns. Subject to the terms of Paragraphs 14 and 15, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

I. Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law. Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1051 et seq.), this Agreement and the relationship between the parties are governed by and interpreted in accordance with the laws of the State of Missouri, although you expressly and affirmatively acknowledge and agree that any Missouri franchise or business opportunity law will not apply, unless you or a principal owner is a Missouri resident or your Business is located in Missouri. You expressly waive any rights or protections you have or may have under any statute or law of any other state to the fullest extent permitted by law. This Agreement may be deemed to be amended from time to time as may be

necessary to bring any of its provisions into conformity with valid applicable laws or regulations. Subject to Subparagraph 13.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Federal District Court for the Eastern District of Missouri or in St. Louis County Circuit Court, St. Louis, Missouri. Both parties hereto irrevocably admit themselves to, and consent to, the exclusive jurisdiction of said courts. The provisions of this Subparagraph will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Subparagraph, and with a complete understanding thereof, agree to be bound in the manner set forth.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve or are deemed to have reserved discretion in a particular area or where we agree or are deemed to be required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. A decision or action by us will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes a financial or other individual interest of us. Examples of items that will promote or benefit the System include enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System.

J. Attorneys' Fees. The prevailing party in any legal proceeding before a court, arbitrators or other tribunal to enforce the terms and provisions of this Agreement will be entitled to recover its reasonable attorneys' fees and costs. This Subparagraph 16.J will survive termination or expiration of this Agreement under any circumstances.

K. **JURY WAIVER. THE PARTIES (AND THEIR RESPECTIVE OWNERS AND PERSONAL GUARANTORS, IF APPLICABLE) HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT.**

L. **WAIVER OF PUNITIVE DAMAGES. THE PARTIES (AND THEIR RESPECTIVE OWNERS AND PERSONAL GUARANTORS, IF APPLICABLE) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT**

TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.

M. Acts Beyond Control of Parties. In the event of any failure of performance of this Agreement according to its terms by any party the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of the party. Such causes include strikes, wars, riots, and acts of government except as may be specifically provided for elsewhere in this Agreement.

N. Notice of Potential Franchisor Profit. We hereby advise you that (i) we and/or our affiliates may from time to time make available to you goods, products and/or services for use in your Business on the sale of which we and/or our affiliates may make a profit, and (ii) we and/or our affiliates may from time to time receive consideration from suppliers and/or vendors in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You will pay the then current price in effect for all items you purchase from us or our affiliates. You agree that we and/or our affiliates are entitled to said profits and/or consideration.

O. Effective Date. This Agreement is deemed made when signed by our President or other duly authorized representative.

P. Survival. All terms of this Agreement which by their nature survive the termination or expiration of this Agreement, including but not limited to Paragraphs 8.G, 8.H, 10, 12, 13 and 16.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement on the date first noted above.

WE:	YOU:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Print Name:_____	Print Name:_____
Its _____	Its _____

PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement by Fish Window Cleaning Services, Inc., and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Franchise Agreement, to be paid, kept and performed by the Franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement and agree that this Personal Guarantee should be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against you or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or the amendment or extension of the Franchise Agreement with or without notice to the undersigned.

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

FRANCHISEE: _____

PERSONAL GUARANTORS

_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

Appendix A to the Franchise Agreement

Trademarks

You have the right to use the following Trademarks in accordance with the attached Franchise Agreement:

Principal Register of the United States Patent and Trademark Office:

Service Mark:	FISH WINDOW CLEANING
Registration No.:	2,244,693
Registration Date:	May 11, 1999

Service Mark:	FISH WINDOW CLEANING & Design
Registration No.:	2,631,518
Registration Date:	October 8, 2002

Service Mark:	FISH FOAM
Registration No.:	3,176,523
Registration Date:	November 28, 2006

Service Mark:	BRIGHTEN YOUR WORLD
Registration No.:	3,584,078
Registration Date:	March 3, 2009

We may change, modify or cease the use of any of the foregoing Trademarks from time to time by written notice to you. You agree to use only those Trademarks that are then currently authorized.

The Trademarks must be used only in the manner that we specify. No deviations will be permitted.

Initials: _____ _____
You Us

Appendix B to the Franchise Agreement

The Initial Franchise Fee

As stated in Section 8.A of the Franchise Agreement, the Initial Franchise Fee is $_____.

The Territory

As stated in Subparagraph 2.A of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, the Territory in which you will conduct the Business shall be defined as follows: _____

_____

_____

_____

_____

The Territory shall be considered fixed as of the date of the Franchise Agreement.

Minimum Performance Standards

Your rights under the Franchise Agreement are conditioned upon your active and continuous development of the Business in the Territory. As further set forth in Subparagraph 2.C of the Franchise Agreement, one measure of your development of the Business is meeting the Minimum Performance Standards each week that are set forth below. The Minimum Performance Standards are measured by weekly Gross Sales and are based on the population of your Territory, as of the Effective Date of this Agreement, and are established for each year of the Term as follows:

	Small	Standard	Executive
Each Week Year One	$1,000	$1,200	$1,300
Each Week Year Two	$1,600	$1,900	$2,100
Each Week Year Three	$2,200	$2,600	$2,900
Each Week Year Four	$2,800	$3,300	$3,700
Each Week Year Five	$3,400	$4,000	$4,500
Each Week Year Six	$3,800	$4,500	$5,100
Each Week Year Seven	$4,200	$5,000	$5,700
Each Week Year Eight	$4,600	$5,500	$6,300
Each Week Year Nine	$5,000	$6,000	$6,900
Each Week Year Ten	$5,400	$6,500	$7,500

You acknowledge and agree that your failure to meet the Minimum Performance Standard is subject to the Royalty Fee provision of subparagraph 8.B and the Default and Termination provisions of paragraph 11.

Initials: _____ _____

You Us

Appendix C to the Franchise Agreement

Electronic Transfer of Funds Authorization

Franchisee:_____
Location:_____
Date:_____

NEW	CHANGE

Attention: Bookkeeping Department

The undersigned hereby authorizes Fish Window Cleaning Services, Inc., or any affiliated entity (collectively, the "**Company**"), to initiate weekly ACH debit entries against the account of the undersigned with you in payment of amounts for Royalty Fees, Advertising Fees or other amounts which become payable by the undersigned to the Company. The dollar amount to be debited per payment will vary.

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by the Company.

This authorization shall be binding and remain in full force and effect until 90 days prior written notice has been given to you by the undersigned. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries.

Sincerely yours,

*** We also need a VOIDED Check***

_____
Bank Name

_____
Branch

_____
Street Address

_____
City State Zip Code

_____
Bank Telephone Number

_____
Bank's Account Number

_____
Customer's Account Number

_____
Account Name

_____
Street Address

_____
City State Zip Code

_____
Telephone Number

By_____

Its_____

Date_____

Direct Deposit Authorization

Direct Deposit Authorization

Franchisee:_____
Location:_____
Date:_____

NEW	CHANGE

Attention: Bookkeeping Department

The undersigned hereby authorizes Fish Window Cleaning Services, Inc. or any affiliated entity (collectively, the "**Company**") to initiate a direct deposit for sales reimbursements. The dollar amount to be deposited will vary.

In the event the Company deposits funds erroneously into my account, I authorize the Company to debit my account for an amount not to exceed the original amount of the credit entry. This authority is to remain in full force and effect until Company has received written notification from me of its termination in such time and in such manner to afford my employer a reasonable opportunity to act on it.

Sincerely yours,

*** We also need a VOIDED Check*** or Deposit Slip

_____
Bank Name

_____
Branch

_____
Street Address

_____
City State Zip Code

_____
Bank Telephone Number

_____
Bank's Account Number

_____
Customer's Account Number

_____
Social Security # or Fed. Tax ID #

_____
Account Name

_____
Street Address

_____
City State Zip Code

_____
Telephone Number

By_____

Its_____

Date_____

Appendix D to the Franchise Agreement

Assignment of Telephone Numbers

Date: _____

This assignment is effective as of the date of termination of the Franchise Agreement entered into between Fish Window Cleaning Services, Inc. ("**us**") and _____ ("**you**"). You hereby irrevocably assign to us or our designee the telephone number or numbers and listings issued to you with respect to each and all of your FISH WINDOW CLEANING® businesses ("telephone numbers"). This assignment is for collateral purposes only and we have no liability or obligation of any kind whatsoever arising from this assignment, unless we desire to take possession and control over the telephone numbers.

We hereby are authorized and empowered upon termination of the Franchise Agreement and without any further notice to you to notify the telephone company, as well as any other company that publishes telephone directories ("**telephone companies**"), to transfer the telephone numbers to us or such other person or entity as we designate. You hereby grant to us an irrevocable power of attorney and appoint us as your attorney-in-fact to take any necessary actions to assign the telephone numbers, including but not limited to, executing any forms that the telephone companies may require to effectuate the assignment. This assignment is also for the benefit of the telephone companies, and the telephone companies may accept this assignment and our instructions as conclusive evidence of our rights in the telephone numbers and our authority to direct the amendment, termination or transfer of the telephone numbers, as if they had originally been issued to us. In addition, Franchisee agrees to hold the telephone companies harmless from any and all claims against them arising out of any actions or instructions by Fish regarding the telephone numbers.

US:

FISH WINDOW CLEANING SERVICES, INC.

By _____
Print Name: _____
Its _____

YOUR:

_____

By _____
Print Name: _____
Its _____

Notary for Franchisee's Signature

Subscribed and sworn to before me
this ____ day of _____, _____.

_____
Notary Public

Appendix E to the Franchise Agreement

Lease Addendum and Collateral Assignment of Lease

LEASE ADDENDUM

This Addendum to Lease, dated _____, 20___, is entered into by and between _____ ("**Lessor**"), and _____ ("**Lessee**").

A. The parties hereto have entered into a certain Lease Agreement, dated _____, 20___, and pertaining to the premises located at _____ ("**Lease**").

B. Lessor acknowledges that Lessee intends to operate a Fish Window Cleaning franchise from the leased premises ("**Premises**") pursuant to a Franchise Agreement ("Franchise Agreement") with Fish Window Cleaning Services, Inc. ("**Franchisor**") under the name "Fish Window Cleaning®" or other name designated by Franchisor (herein referred to as "**Franchised Business**").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

1. Remodeling and Decor. Lessor agrees that Lessee shall have the right to remodel, equip, paint and decorate the interior of the Premises and to display the proprietary marks and signs on the interior and exterior of the Premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a Franchised Business on the Premises.

2. Assignment. Lessee shall have the right to assign all of its right, title and interest in the Lease to Franchisor or Franchisor's parent, subsidiary, or affiliate, (including another franchisee) at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent in accordance with the Collateral Assignment of Lease attached hereto as Appendix E-1. However, no assignment shall be effective until such time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor or its designated subsidiary or affiliate a party to the Lease, or guarantor thereof, and shall not create any liability or obligation of Franchisor or Franchisor's parent unless and until the Lease is assigned to, and accepted in writing by, Franchisor or Franchisor's parent, subsidiary or affiliate. In the event of any assignment, Lessee shall remain liable under the terms of the Lease. Franchisor shall have the right to reassign the Lease to another franchisee without the Landlord's consent in accordance with Section 4(a).

3. Default and Notice.

(a) In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Franchisor written notice of the default or violation within a

reasonable time after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice. Franchisor shall have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee's interest as provided in Paragraph 4(a). Franchisor will have an additional fifteen (15) days from the expiration of Lessee's cure period in which it may exercise the option, but it is not obligated to cure the default or violation.

(b) All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, or by a recognized overnight courier or delivery services to the following address:

Fish Window Cleaning Services, Inc.
200 Enchanted Parkway
Manchester, Missouri 63021
Attention: President

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

(c) Following Franchisor's approval of the Lease, Lessee agrees not to terminate, or in any way alter or amend the same during the Term of the Franchise Agreement or any Interim Period thereof without Franchisor's prior written consent, which shall be granted or denied in Franchisor's sole discretion, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

4. Termination or Expiration.

(a) Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest and at any time thereafter to re-assign the Lease to a new franchisee without Landlord's consent and to be fully released from any and all liability to Landlord upon the reassignment, provided the franchisee agrees to assume Lessee's obligations and the Lease.

(b) Upon the expiration or termination of either the Lease or the Franchise Agreement, Landlord will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Fish Window Cleaning marks and system, and to distinguish the Premises from a Franchised Business. In the event Franchisor exercises its option to purchase assets of Lessee, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor.

5. Consideration; No Liability.

(a) Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its business and Lessee would not lease the Premises without this Addendum. Lessor also hereby consents to the Collateral Assignment of Lease from Lessee to Franchisor as evidenced by Appendix E-1.

(b) Lessor further acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor.

6. Amendments. No amendment or variation of the terms of the Lease or this Addendum to the Lease shall be valid unless made in writing and signed by the parties hereto.

7. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full.

8. Beneficiary. Lessor and Lessee expressly agree that Franchisor is a third party beneficiary of this Addendum.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and year first written above.

LESSOR:	**LESSEE:**
_____	_____
By _____	By _____
Name: _____	Name: _____
Title _____	Title _____

Appendix E-1 to Franchise Agreement

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the _____ day of _____, 20___ ("**Effective Date**"), the undersigned, _____ ("**Assignor**"), hereby assigns, transfers and sets over unto **Fish Window Cleaning Services, Inc.** ("**Assignee**") all of Assignor's right, title and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit A** ("**Lease**") with respect to the premises located at _____. This **Collateral Assignment of Lease** ("**Assignment**") is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a Fish Window Cleaning Franchised Business between Assignee and Assignor ("**Franchise Agreement**"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in the event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the Initial Term of the Franchise Agreement and any Interim Period thereof, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written.

ASSIGNEE:	ASSIGNOR:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Print Name: _____	Print Name: _____
Its _____	Its _____

Appendix F to Franchise Agreement

RENEWAL ADDENDUM

This Addendum, to the Fish Window Cleaning® Franchise Agreement, is made this _____ day of _____, 20____, by and between Fish Window Cleaning Services, Inc., a Missouri corporation with its principal business address at 200 Enchanted Parkway, Manchester, Missouri 63021 ("**we**" or "**us**"), and _____, a(n) _____ whose principal business address is _____ ("**Franchisee**" or "**you**"). This Renewal Addendum is for a(n) _____ Package franchise.

RECITALS

A. On or about _____, _____, you entered into a Franchise Agreement ("**Original Franchise Agreement**") with us pursuant to with you have operated a Fish Window Cleaning® Business in the Territory described in the Original Franchise Agreement.

B. You wish to obtain the right to continue to use the System and Trademarks in the operation of a Fish Window Cleaning Business.

C. Pursuant to the rights granted in the Original Franchise Agreement, you are willing to enter into a new franchise agreement with us on the terms and conditions of our current form of franchise agreement, as modified by this Addendum ("**Renewal Franchise Agreement**").

D. You have had a full and adequate opportunity to be advised thoroughly of the terms and conditions of this Agreement, including this Addendum, by legal counsel or other advisors, and have had sufficient opportunity to evaluate and investigate the System, the financial investment requirements and the business risks associated with owning and operating a Fish Window Cleaning Business.

In consideration of the foregoing and the covenants and consideration below, you and we agree as follows:

1. **Renewal Term**. Section 4 of the Renewal Franchise Agreement is deleted and replaced with the following:

> 4. The term of the license granted in this Agreement is for a period of 10 years from the date of this Agreement. You have the right to renew your license for continuing 10-year terms, provided that as to each renewal you have met the following conditions:
>
> (i) You must give written notice to us not less than 6 months prior to the end of the expiring term of your intent to renew the license. You must execute the then-current form of franchise agreement and all other agreements, legal instruments and documents then customarily used by us in the renewal of our franchises. These agreements, legal instruments and documents may vary

materially from those agreements, legal instruments and documents currently in use by us, including the payment of higher fees. There will not be, however, another initial franchise fee charged for renewal of the license. Your failure to give us written notice of your intent to renew, or your failure or refusal to execute such agreements, instruments and documents within 30 days after their delivery to you will be deemed an election by you not to renew the license;

(ii) You are, and have been, in compliance with all of the terms and conditions of this Agreement and are in compliance with our operating and quality standards and requirements. We have the right to refuse to renew the license granted under this Agreement if we have given you written notice 3 or more times for failure to comply with the terms of this Agreement, whether or not such failure is subsequently cured;

(iii) You have satisfied, prior to renewal, all monetary obligations owed by you to us, our affiliates or your suppliers or creditors, whether pursuant to this Agreement or otherwise;

(iv) Prior to the end of the expiring term, you have made such reasonable expenditures necessary to modernize your Business and all items displaying the Trademarks so that your Business will conform to our then-current standards;

(v) You attend any training program, at your expense, that we deem necessary for you to operate your Business in accordance with our then-current standards;

(vi) You have continuously and actively operated the Business, which includes meeting your Minimum Performance Standards, and you are able to maintain possession of the premises of the Business or you are able to secure and develop suitable substitute premises approved by us;

(vii) You pay to us a Renewal Fee of $_____; and

(viii) You execute and deliver to us a general release and waiver, in form satisfactory to us, of any claims of any nature whatsoever against us, our subsidiaries, or affiliates (if applicable) and their officers, directors, attorneys, shareholders, agents and employees, successors, assigns and personal representatives, in their corporate and individual capacities.

2. **Premises Standards**. Section 5.A of the Renewal Franchise Agreement, entitled "Location" is deleted and replaced with the following:

A. Location. You must, at your expense, provide the office premises where the Business will be located and operated. If we have not previously consented to the office location, we must consent to the office location. Your office may not be located in your home, and it must be located in the Territory. The office must be constructed, maintained and operated in accordance with our

specifications and standards that we establish periodically. We make no guarantees concerning the success of your Business located at any site consented to by us. You must not use the office premises for any purpose other than the operation of your Business without our prior written approval.

3. **Equipment and Office Package**. Section 6.A of the Renewal Franchise Agreement, entitled "Equipment and Office Packages" is deleted and replaced with the following:

A. Equipment and Office Packages. You must have specified equipment ("**Equipment Package**"), supplies ("**Office Package**") and vehicles to operate your Business. We will provide you with a written list of the items included in the Equipment and Office Packages. You must acquire any items in the Equipment Package and Office Package that you do not have within thirty days after the execution of the Renewal Franchise Agreement. You must maintain and operate a vehicle in accordance with our standards and specifications for the entire term of this Agreement.

4. **Training**: Section 7.B of the Renewal Franchise Agreement, entitled "Initial Training" is deleted and replaced with the following:

[CHOOSE ONE AND DELETE THE OTHERS]

Use this version if Franchisee is required to attend the entire new franchisee initial training program:

B. Initial Training. Within ninety (90) days after the execution of the Renewal Franchise Agreement, you must, at your expense for room, board and travel, attend and successfully complete our FISH WINDOW CLEANING training program. The training program is for 12 days, divided up into two sessions. The first session, which is for no less than 10 business days, is held at our headquarters in St. Louis, Missouri. The second session is for 2 business days or for a maximum of 16 hours, whichever comes first, and is conducted at your Business location or another location as we determine. You understand that this Renewal Franchise Agreement will not become effective unless you successfully complete the FISH WINDOW CLEANING training program. In the event that you are given notice of default as set forth in Subparagraph 11.A and the default relates, in whole or in part, to your failure to meet any operational standards, we may require as a condition of curing the default that you again attend and successfully complete our training program at a place we designate at your expense. Although it is not mandatory, you may invite one additional person to attend the training at no extra cost.

Use this version if Franchisee is required to attend a special renewal franchisee re-training program:

B. Initial Training. Within ninety (90) days after the execution of the Renewal Franchise Agreement, you must, at your expense for room, board and

travel, attend and successfully complete a renewal training program. The training program is for _____ business days, divided up into _____ sessions. The first session, which is for no less than _____ business days, is held at our headquarters in St. Louis, Missouri. The second session is for _____ business days or for a maximum of _____ hours, whichever comes first, and is conducted at your Business location or another location as we determine. You understand that this Renewal Franchise Agreement will not become effective unless you successfully complete the renewal training program. In the event that you are given notice of default as set forth in Subparagraph 11.A and the default relates, in whole or in part, to your failure to meet any operational standards, we may require as a condition of curing the default that you again attend and successfully complete a training program at a place we designate at your expense. Although it is not mandatory, you may invite _____ additional person(s) to attend the training at no extra cost.

Use this version if Franchisee is not required to attend a re-training program:

B. Initial Training. You are not required to attend a renewal training program. Notwithstanding the foregoing, in the event that you are given notice of default as set forth in Subparagraph 11.A and the default relates, in whole or in part, to your failure to meet any operational standards, we may require as a condition of curing the default that you again attend and successfully complete a training program at a place we designate at your expense.

5. **Initial Franchise Fee**. Section 8.A of the Renewal Franchise Agreement, entitled "Initial Franchise Fee" is deleted and replaced with the following:

A. Renewal Franchise Fee. You must pay to us as a Renewal Franchise Fee of $_____, payable upon execution of this Agreement. The Renewal Franchise Fee is non-refundable.

6. **Royalty Fee**. Section 8.B of the Renewal Franchise Agreement, entitled "Royalty Fee" is deleted and replaced with the following royalty structure from the Original Franchise Agreement:

B. Royalty Fee. In addition to the Initial Franchise Fee, Franchisee must pay a royalty fee ("**Royalty Fee**") to Franchisor based on Gross Sales each week ("**Performance Period**") during the Term. Franchisee must pay the Royalty Fee based on the following applicable percentage rate ("**Applicable Percentage Rate**"): (i) _____ percent (___%) of Gross Sales from $_____ to $_____ each calendar year; (ii) _____ percent (___%) of Gross Sales from $_____ to $_____ each calendar year; and (iii) _____ percent (___%) of Gross Sales above $_____ each calendar year.

Franchisee must pay the Royalty Fee to Franchisor in an amount equal to the greater of (i) the Applicable Percentage Rate of Gross Sales for the Performance Period, or (ii) the Applicable Percentage Rate of the applicable

Minimum Performance Standard, as set forth in Appendix B. The applicable Minimum Performance Standard in Appendix B shall be determined based on the year of your Term and the type of your Package.

7. **Technology Fee**. Section 8.C of the Renewal Franchise Agreement, entitled "Technology Fee" is deleted and replaced with the following:

C. Technology Fee. You must pay to us a Technology Fee of $_____ per week. We will use these fees to fund new and ongoing franchisee support and business development activities that we deem necessary to grow the FISH WINDOW CLEANING system. These activities include technical support and database administration, internet marketing and various corporate services. The fee will be paid in the same manner as the Royalty Fee. We reserve the right to increase the Technology Fee by an amount of no more than 10% per calendar year in order to recover in part any increase in our costs for such services. The monies will be administered by us.

8. **Computer Systems**: Section 8.F of the Renewal Franchise Agreement, entitled "Computer System" is deleted and replaced with the following:

F. Computer System. We require you to install and use a computer in the operation of your Business. You must use any computer system that we develop and/or select for your Business, including all future updates, supplements and modifications ("**Computer System**"). The Computer System has a cost of $3,000, which you are not required to pay. You may be required in the future to pay a software licensing fee or user fee in connection with your use of this or any other proprietary software developed in the future by us, an affiliate or a third party. You also may be required to sign any applicable software license agreement. All right, title and interest in the software will remain with us or the third party licensor of the software. The computer hardware component of the Computer System must conform to specifications we develop and must be configured in a package unit as we designate. If we are requested to configure your computer hardware component to conform to the designated computer software component of the Computer System, we may provide such assistance for additional agreed upon compensation. You acknowledge and agree that we will have full and complete access to information and data produced by the Computer System. Your office location must have internet access with a form of high speed connection as we require and you must maintain an email account as we specify. You may not use or download any software on your computer unless it has been authorized by us in writing. In the event that you use or download any unauthorized software, you will be liable for all damages and problems caused by the unauthorized software in addition to the other remedies provided under this Agreement.

9. **Brand Building**: Section 9.A of the Renewal Franchise Agreement, entitled "Brand Building Fee; Business Development Package." is deleted and replaced with the following:

A. Brand Building Fee; Business Development Package. You must pay us a weekly Brand Building Fee or equivalent marketing fee in an amount equal to the greater of (i) ___% of your Gross Sales for that week, or (ii) ___% of the applicable Minimum Performance Standard, as set forth in Appendix B. The applicable Minimum Performance Standard in Appendix B shall be determined based on the year of your Term and the type of your Package. We reserve the right to increase the minimum weekly fee by an amount of no more than 10% per calendar year in order to recover any increases in our costs for such services. The Brand Building Fee or equivalent marketing fee will be placed in a Brand Building Fund that we will manage. You may also be required to pay to us a one-time $_____ fee for a Business Development Package. The Package covers business development and marketing activities incurred during your re-opening and initial ramp-up period, defined as weeks 1-12 following the execution of your Renewal Franchise Agreement. The Business Development Package Fee is due to us when you sign the Renewal Franchise Agreement. The Brand Building Fee or equivalent marketing fee is due weekly and will be payable in the same manner as the Royalty Fee. We administer the monies collected and have the right to determine the methods of marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs. We have no fiduciary obligation to franchisees with respect to the monies collected. Reasonable disbursements will be paid for the payment of expenses incurred in connection with the cost of formulating, developing and implementing marketing, advertising and promotional campaigns; and the reasonable cost of administering the monies, including accounting expenses and the actual cost of salaries and fringe benefits paid to our employees or designees engaged in administration of the fees collected.

10. **Minimum Performance Standards**: You acknowledge and agree that the Minimum Performance Standards, as set forth in Appendix B of the Renewal Franchise Agreement, are different from the Minimum Performance Standards, as set forth in Appendix B of the Original Franchise Agreement.

11. **Release of Claims**. Franchisee, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the "**Franchisee Parties**"), hereby releases and forever discharges Franchisor, for itself, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "**Franchisor Parties**") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Original Franchise Agreement (collectively, "**Claims**"), including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Original Franchise Agreement or any other related agreement between Franchisee Parties and Franchisor Parties.

12. **Warranties and Representations of Franchisee**. Franchisee warrants and represents as follows:

a. You gave written notice to us not less than 6 months prior to the end of the expiring term of your intent to renew the license. You will execute this Renewal Franchise Agreement and all other agreements, legal instruments and documents then customarily used by us in the renewal of our franchises, which agreements, legal instruments and documents may vary materially from those agreements, legal instruments and documents you have previously executed with us, including, but not limited to the payment of higher fees and that the Territory set forth on Appendix B to the Renewal Franchise Agreement is or may be different from the Territory described in the Original Franchise Agreement;

b. You are, and have been, in compliance with all of the terms and conditions of this Agreement and are in compliance with our operating and quality standards and requirements;

c. You have satisfied, prior to renewal, all monetary obligations owed by you to us, our affiliates or your suppliers or creditors, whether pursuant to this Agreement or otherwise;

d. You have made such reasonable expenditures necessary to modernize your Business and all items displaying the Trademarks so that your Business will conform to our then-current standards;

e. You will attend any training program, at your expense, that we deem necessary for you to operate your Business in accordance with our then-current standards;

f. You have continuously and actively operated the Business, which includes meeting your Minimum Performance Standards, and you are able to maintain possession of the premises of the Business or you are able to secure and develop suitable substitute premises approved by us;

g. You will pay to us a Renewal Fee of $_____; and

h. You will execute and deliver to us a general release and waiver, in form satisfactory to us, of any claims of any nature whatsoever against us, our subsidiaries, or affiliates (if applicable) and their officers, directors, attorneys, shareholders, agents and employees, successors, assigns and personal representatives, in their corporate and individual capacities.

13. **Capitalized Terms**. Capitalized terms not otherwise defined in this Renewal Addendum shall have the same meaning as in the Renewal Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Franchise Agreement on the date first noted above.

US:

FISH WINDOW CLEANING SERVICES, INC.

By _____
Name: _____
Its _____

YOUR:

_____

By _____
Name: _____
Its _____

Appendix B to the Renewal Franchise Agreement

The Territory

As stated in Subparagraph 2.A of the Renewal Franchise Agreement, subject to the terms and conditions of the Renewal Franchise Agreement, the Territory in which you will conduct the Business shall be defined as follows: _____

_____

_____

_____

The Territory shall be considered fixed as of the date of the Renewal Franchise Agreement.

Minimum Performance Standards

Your rights under the Franchise Agreement are conditioned upon your active and continuous development of the Business in the Territory. As further set forth in Subparagraph 2.C of the Franchise Agreement, one measure of your development of the Business is meeting the Minimum Performance Standards each week that are set forth below. The Minimum Performance Standards are measured by weekly Gross Sales and are based on the population of your Territory, as of the Effective Date of this Agreement, and are established for each year of the Term as follows:

	Small	Standard	Executive
Each Week Year One			
Each Week Year Two			
Each Week Year Three			
Each Week Year Four			
Each Week Year Five			
Each Week Year Six			
Each Week Year Seven			
Each Week Year Eight			
Each Week Year Nine			
Each Week Year Ten			

You acknowledge and agree that your failure to meet the Minimum Performance Standard is subject to the Royalty Fee provision of subparagraph 8.B and the Default and Termination provisions of paragraph 11.

Initials: _____ _____

You Us

Appendix G to Franchise Agreement

TERMINATION AND RELEASE AGREEMENT (RESALES)

This Termination and Release Agreement ("**Agreement**") is entered into this ___ day of _____ ("**Effective Date**"), between Fish Window Cleaning Services, Inc. ("Franchisor"), and _____ ("**Franchisee**"). Franchisor and Franchisee shall be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on or about _____, 20__, the Parties entered into a Fish Window Cleaning Franchise Agreement ("**Franchise Agreement**") under which Franchisor granted Franchisee a Fish Window Cleaning business franchise ("**Business**") and the Parties assumed certain rights and obligations relating to the franchise and Business;

WHEREAS, Franchisee now desires to sell the Business and terminate its rights and obligations, except as provided herein, under the Franchise Agreement for the Business ("**Requested Termination**"), and Franchisor is willing to consent to the sale of the Business and Requested Termination upon the terms and conditions contained in this Agreement;

WHEREAS, the Parties desire to enter into this Agreement for the purpose of documenting such termination of those rights and obligations for the Business, and, except as provided herein, to fully and finally resolve all legal and equitable claims existing between them that were or could have been asserted in any action and any and all claims, known or unknown, between the Parties in any way related to the Franchise Agreement or the franchise relationship created thereby and related to the Business, except as specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the Parties hereto hereby covenant, promise and agree as follows:

AGREEMENT

1. Termination of Franchise. Upon execution of this Agreement, the rights and duties of Franchisor and Franchisee under the Franchise Agreement shall terminate, except that Franchisee's obligations to comply with all of the post-termination covenants and obligations contained in Article 6 (F), Article 6 (G), Article 12, Article 13, Article 16 (I)(1), (J), (K), and (L) of the Franchise Agreement and all other provisions of the Franchise Agreement which expressly survive the termination of the Franchise Agreement ("**Survival Provisions**") shall continue to apply and be enforceable from and after the Effective Date of this Agreement. Franchisor shall also be entitled to retain all fees and rebates it may have received with respect to the Business. This Agreement shall not be deemed in any way to modify or alter Franchisee's obligation to pay Franchisor royalties and other amounts accrued, due and owing through the termination of Franchisee's right to operate the Business as of the Effective Date.

2. Waiver of Right of First Refusal. Franchisor, by execution of this Agreement, waives its right to exercise its right of first refusal pursuant to the Franchise Agreement in connection with the sale of the Business.

3. Payment by Franchisee and Transfer Fee. Franchisee agrees that it will pay Franchisor the following amounts:

a. All monies owed under the Franchise Agreement accruing through the Effective Date. Franchisor will provide Franchisee with a summary of the total amounts owned. The total amounts owed are estimated at $_____, and

b. A Transfer Fee in the amount of $_____, plus any applicable broker/referral fee.

4. Release by Franchisee. For and in consideration of the sale of the Business and the termination of Franchisee's obligations under the Franchise Agreement (except post termination covenants and obligations set forth in the Survival Provisions of the Franchise Agreement) Franchisee, its successors, assigns, agents, representatives, officers and directors (collectively "**Franchisee Releasing Parties**"), hereby fully and forever unconditionally release and discharge Franchisor, and its past, present, and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns, and affiliates (collectively referred to as "**Franchisor Released Parties**"), for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with the Franchise Agreement or the franchise relationship created thereby, Franchisor's consent to the Requested Termination, or any other contractual relation between Franchisee and the Franchisor and/or any affiliate of the Franchisor, which the Franchisee Releasing Parties may have had or may now have directly or indirectly against any or all of the Franchisor Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the Effective Date. The Franchisee Releasing Parties further covenant and agree never to institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of the Franchisor Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury either to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the Effective Date.

5. Release of Franchisee by Franchisor. For and in consideration of Franchisee's consent to the sale of the Business and Requested Termination, Franchisor, its successors, assigns, agents, representatives, officers and directors ("**Franchisor Releasing Parties**"), hereby fully and forever unconditionally releases and discharges Franchisee and its successors, assigns, agents, representatives, officers, directors and shareholders (collectively referred to as "**Franchisee Released Parties**") for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever ("**Claims**"), at common law, statutory or otherwise, whether now known or not, whether

contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with, as a result of, or in any way arising from or related to the Franchise Agreement or the franchise relationship created thereby, which the Franchisor Releasing Parties may have had or may now have directly or indirectly against any or all of the Franchisee Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the Effective Date. Franchisor's release shall not apply to any Claims resulting from fraud, gross negligence or underreporting of Gross Sales of Franchisee or to Franchisee's obligations to comply with the Survival Provisions, which obligations and covenants continue in full force and effect, or to any other rights, obligations, and covenants contained in any other agreement between Franchisor and Franchisee. Except as set forth in the previous sentence, the Franchisor Releasing Parties further covenant and agree never to institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of the Franchisee Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the Effective Date.

6. Confidentiality. The Parties agree to hold in strictest confidence and not to disclose, publish, or use the existence of, or any details of relating to, this Agreement to any third party without the non-disclosing party's express written consent, except as required by law..

7. Non-Disparagement. Except as required by law, each of the Parties to this Agreement agrees to refrain from making any negative or derogatory remarks about any of the other Parties or their principals, officers, directors, and/or agents.

8. No Reliance or Coercion. The Parties each acknowledge that, in entering this Agreement, neither of the Parties has relied on any representations from the other Party. The Parties further acknowledge that they are freely and voluntarily entering into this Agreement, uncoerced by any person, and that they have sought and obtained the advice of legal counsel of their choice with regard to this Agreement.

9. Construction. The Parties agree that neither of the Parties were the sole drafters of this Agreement and, in the event of any dispute over interpretation of this Agreement, there shall be no bias or presumption against the position or interpretation offered by any Party. Any capitalized terms not otherwise defined in this Agreement shall have the same meaning as in the Franchise Agreement.

10. Warranty of Non-Assignment. Each of the Parties warrants and represents that there has been no assignment of any of the claims being released hereby.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12. Amendments. This Agreement may not be changed or modified except by writing signed by all of the Parties.

13. Dispute Resolution and Jurisdiction. Any disputes involving this Agreement shall be resolved in accordance with Article 13 of the Franchise Agreement. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties not subject to arbitration pursuant to Article 13 of the Franchise Agreement, must be brought in the Federal District Court for the Eastern District of Missouri or in St. Louis County District Court, St. Louis, Missouri. Both parties hereto irrevocably admit themselves to, and consent to, the exclusive jurisdiction of said courts.

14. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri

15. Fees and Costs. In any action to enforce, interpret or seek damages for violation of this Agreement, the prevailing party shall recover all attorney's fees and expenses.

16. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

17. Authorization. Each Party warrants that each individual executing this Agreement on behalf of the respective Parties is fully authorized to do so by each of the respective Parties and each individual executing this Agreement warrants that he or she is acting within the scope of his or her employment and authority in executing this Agreement.

18. Counterparts and Telecopies. This Agreement may be executed in counterparts or by copies transmitted by telecopier, all of which shall be given the same force and effect as the original. This Agreement shall be effective when the signatures of all Parties have been affixed to counterparts or copies.

19. Entirety. This Agreement contains the entire agreement between the Parties related to the subject matter hereof, and in entering into this Agreement, each Party represents that he, she, or it is doing so voluntarily and of his, her or its own free will, and have executed this Agreement below acknowledging that each Party has completely read and fully understands the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
FISH WINDOW CLEANING SERVICES, INC.	
By _____	By _____
Name: _____	Name: _____
Title _____	Title _____

Appendix H to Franchise Agreement

RESALE AMENDMENT TO FISH WINDOW CLEANING® FRANCHISE AGREEMENT

THIS AMENDMENT to the Fish Window Cleaning Services Franchise Agreement ("Agreement") between Fish Window Cleaning Services, Inc. ("**we**" or "**us**"), and _____ ("**franchisee**" or "**you**") is executed on the same date as the Agreement and is effective as of the date of the Agreement. We and you may sometimes be referred to in the singular as a "Party" or jointly as the "Parties."

RECITALS

1. We and you entered into the Agreement on or about _____ ___, 20__ pursuant to which you will acquire the right to use the System and in association therewith, the right to use the Trademarks, to operate a Fish Window Cleaning Business pursuant to the provisions specified in the Agreement.

2. In addition, you will be purchasing certain assets used in the operation of existing Fish Window Cleaning Business from [INSERT SELLER'S NAME] to operate your Fish Window Cleaning Business in the Territory.

3. We and you desire to amend the Franchise Agreement to modify those terms of the Agreement that are applicable to the sale of an existing Fish Window Cleaning Business to a new franchisee and supersede the terms of the Agreement with the terms of this Amendment.

AGREEMENT

Operations Standards and Requirements. Section 6.A, "Operations Standards and Requirements", is replaced with the following new Section:

> A. Equipment and Office Packages. You must have specified supplies ("**Office Package**") and vehicles to operate your Business. We will provide you with a written list of the items included in the Office Package. You must acquire any items in the Office Package that you do not acquire from the previous owner of your Fish Window Cleaning Business within thirty days after the your execution of the Renewal Franchise Agreement. You must maintain and operate a vehicle in accordance with our standards and specifications for the entire term of this Agreement. You must purchase specified equipment ("**Equipment Package**") before you open your Business. We will provide you with a written list of the items included in the Equipment Package prior to the opening of your Business.

Initial Franchise Fee. Section 8.A, "Initial Franchise Fee", is replaced with the following new Section:

> A. Transfer Franchise Fee. You or the previous owner of the Fish Window Cleaning Business must pay to us as a Transfer Franchise Fee in the

amount set forth on Appendix B on execution of this Agreement. The Transfer Franchise Fee is non-refundable.

Computer System. The third sentence of Section 8.F, "Computer System", is replaced with the following new sentence:

You must purchase from us the current computer software package developed for use in your Business.

Capitalized Terms. All capitalized terms not defined in this Amendment shall have the same meaning as in the Agreement.

Amendment Binding. This Amendment will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns.

No Further Changes. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Franchise Agreement on the date first noted above.

WE:	YOU:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Print Name: _____	Print Name: _____
Its _____	Its _____

Appendix A To Resale Amendment to Franchise Agreement

Transfer Franchise Fee

As stated in Section 8.A of the Franchise Agreement, the Transfer Fee is $_____.

The Territory

As stated in Subparagraph 2.A of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, the Territory in which you will conduct the Business shall be defined as follows: _____

_____

_____

_____

_____

The Territory shall be considered fixed as of the date of the Franchise Agreement.

Minimum Performance Standards

Your rights under the Franchise Agreement are conditioned upon your active and continuous development of the Business in the Territory. As further set forth in Subparagraph 2.C of the Franchise Agreement, one measure of your development of the Business is meeting the Minimum Performance Standards each week that are set forth below. The Minimum Performance Standards are measured by weekly Gross Sales and are based on the population of your Territory, as of the Effective Date of this Agreement, and are established for each year of the Term as set forth below. Unless otherwise agreed to by the Franchisor, when you purchase the Fish Window Cleaning Business from the previous owner, you will assume the year of the Franchise Agreement Term of the previous owner. For example, if at the time of transfer, the previous owner was in year 3 of its Franchise Agreement Term, you will assume the previous owner's obligation to meet Minimum Performance Standards for year 3 when you start operations.

	Small	Standard	Executive
Each Week Year One	$1,000	$1,200	$1,300
Each Week Year Two	$1,600	$1,900	$2,100
Each Week Year Three	$2,200	$2,600	$2,900
Each Week Year Four	$2,800	$3,300	$3,700
Each Week Year Five	$3,400	$4,000	$4,500
Each Week Year Six	$3,800	$4,500	$5,100
Each Week Year Seven	$4,200	$5,000	$5,700
Each Week Year Eight	$4,600	$5,500	$6,300
Each Week Year Nine	$5,000	$6,000	$6,900
Each Week Year Ten	$5,400	$6,500	$7,500

You acknowledge and agree that your failure to meet the Minimum Performance Standard is subject to the Royalty Fee provision of subparagraph 8.B and the Default and Termination provisions of paragraph 11.

Initials: _____ _____
You Us

Appendix I to Franchise Agreement

ADDENDUM TO
FISH WINDOW CLEANING SERVICES, INC.
FRANCHISE AGREEMENT

THIS ADDENDUM (Addendum) is made and entered into on _____, 20____,by Fish Window Cleaning Services, Inc., located at 200 Enchanted Parkway, Manchester, Missouri 63021 ("**Franchisor**"), and _____, located at _____ ("**Franchisee**").

WHEREAS, Franchisor and Franchisee entered into a Franchise Agreement on _____, 20__, ("**Franchise Agreement**") pursuant to which Franchisee agreed among other things to operate and maintain a franchise located at _____ ("**Franchised Business**").

WHEREAS, Franchisee has obtained from a lender a loan ("**Loan**") in which funding is provided with the assistance of the United States Small Business Administration ("**SBA**"); and, in connection therewith, SBA requires the execution of this Addendum as a condition for obtaining the Loan.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Notwithstanding the language in Section 6.N of the Franchise Agreement, Franchisor cannot establish maximum, minimum or other pricing requirements with respect to the goods and services sold by Franchisee unless the pricing requirements have been established in a franchise agreement that has been reviewed and approved by the SBA and listed on the Franchise Registry.

2. If the franchisor must operate the business under Section 10.E.1 of the Franchise Agreement, Franchisor will operate the business for a 90 day renewable term, renewable as necessary for up to one year and the Franchisor will periodically discuss the status with the Franchisee or its heirs.

3. To the extent that Section 12.D.2 requires the franchisor's option or right to purchase real estate owned by the Franchisee and used for the Franchised Business be recorded against real property records is deleted.

4. If the Franchise Agreement is terminated and the Franchised Business or its contents are to be sold to Franchisor under Section 12.D.2 of the Franchise Agreement and the parties are unable to agree as to a purchase price and terms, the fair market value of the Franchised Business and its contents will be determined by three appraisers chosen in the following manner: Franchisee will select one appraiser and Franchisor will select one appraiser, and the two appraisers so chosen will select a third appraiser. The decision of the majority of the appraisers so chosen will be conclusive. Each party will bear the

cost of the appraiser that they select and the cost of the third appraiser will be shared equally by the parties.

5. In the event that Franchisor exercises its right of first refusal under Section 14.A. of the Franchise Agreement, The terms and conditions of payment must be determined by both parties.

6. Franchisor will not unreasonably withhold its consent under Section 14.B. of the Franchise Agreement if Franchisee pledges an interest in the Franchise Business for the Loan.

7. Franchisor will not unreasonably withhold, delay or condition its consent under Section 14.B. of the Franchise Agreement to any proposed transfer or assignment by Franchisee which requires Franchisor's consent.

8. Under Section 14.B. of the Franchise Agreement, Franchisor hereby consents to a lien on the Franchised Business and the business assets Franchisee being granted to any SBA lender in connection with the Loan.

9. Under Section 14.C.j. of the Franchise Agreement, Franchisee, upon transfer, will not be bound by the terms of the new franchise agreement and guarantee performance of the transferee.

10. If the Franchisee becomes disabled under Section 14.D. of the Franchise Agreement and the parties are unable to agree as to whether the franchisee is permanently disabled, the disability will be determined by three physicians chosen in the following manner: Franchisee will select one physician and the Franchisor will select one physician, and the two physicians so chosen will select a third physician. The decision of the majority of the physicians so chosen will be conclusive.

11. Section 14.E of the Franchise Agreement, which provides that the Franchisor (or its assignee) may elect pursuant to its Right of First Refusal to exercise said option when Franchisee decides to sell a partial interest in the Franchised Business, is hereby amended to reflect that the Franchisor (or its assignee) will not exercise the option for any partial sale of Franchisee's interest in the Franchised Business and Franchisor (or its assignee) may not become a partial owner of the Franchised Business.

12. Notwithstanding anything to the contrary in Section 14.E, in the event that Franchisor exercises its right of first refusal, Franchisor will not offer to Franchisee anything less than the terms set forth in a bona fide offer from a 3rd party.

13. Section 12.D of the Franchise Agreement is amended so that Franchisee is given the right to decide, or the option, in its sole discretion, to sell its real estate to Franchisor or any of its affiliates, as the case may be, upon termination or expiration of the Franchise Agreement. Franchisor may have the option to lease for the remainder of the term of the Franchise Agreement (excluding additional renewals) for fair market value.

14. Section 16.I.3 is amended so that Franchisor's exercise of its reasonable business judgment in connection with its approval of any sale, assignment or transfer of interest by Franchisee where consent of Franchisor is required will not be unreasonably withheld.

15. The Collateral Assignment of Lease may not be recorded against the real estate and, if done so, must be subordinated to the Loan and may not include any attornment language.

16. This Addendum automatically terminates on the earliest to occur of the following: (i) a termination of the Franchise Agreement; (ii) the Loan is paid; or, (iii) SBA no longer has any interest in the Loan.

17. Franchisor and Franchisee represent that:

a. The Franchise Agreement and all documents have been signed and are in effect as of the date of this Addendum; and

b. The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

18. All capitalized terms not defined in this Amendment will have the same meaning as in the Franchise Agreement.

19. This Amendment will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns.

20. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Print Name: _____	Print Name: _____
Its _____	Its _____

ACKNOWLEDGMENT ADDENDUM TO FISH WINDOW CLEANING® FRANCHISE AGREEMENT

As you know, you and we are entering into a Franchise Agreement for the operation of a FISH WINDOW CLEANING® franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 days prior to signing the Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment: _____

1A. For New York residents or those wishing to locate their franchise in New York, did you receive a copy of our Disclosure Document (and all exhibits and attachments) at our first personal meeting to discuss the franchise? ___

Check one: (__) Yes (__) No. If no, please comment:

2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement? Check one: _____ (__) Yes (__) No. If no, please comment: _____

3. Did you receive a copy of the Franchise Agreement with all blanks filled in at least seven days prior to the date on which the Franchise Agreement was executed? Check one: (__) Yes (__) No. If no, please comment: _____

4. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one (__) Yes (__) No. If no, please comment: _____

5. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: (__) Yes (__) No. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Except as stated in Item 19 of our Disclosure Document, did any employee or other person speaking on behalf of Fish Window Cleaning Services, Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any FISH WINDOW CLEANING® location or business, or the likelihood of success at your franchised business? Check one: (__) Yes (__) No. If yes, please state in detail the oral, written or visual claim or representation: ___

7. Were you allowed view the operational, marketing, and personnel materials on our intranet site prior to your purchase of the franchise and have you kept all such materials and information confidential? Check one: (__) Yes (__) No. If no, please explain: _____

8. Do you understand that that the franchise granted is for the right to operate the Business in the Territory, as stated in Subparagraph 2.A, and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, outside of your Territory using any trademarks and inside your Territory (for non-window cleaning businesses) using any trademarks other than the Fish Window Cleaning® Trademark, as described in Subparagraph 2.B? Check one: (__) Yes (__) No. If no, please comment:_____

_____

9. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Business, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding? Check one: (__) Yes (__) No. If no, please comment:_____

_____

10. Do you understand that the success or failure of your Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the FISH WINDOW CLEANING® trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Business may change? Check one (__) Yes (__) No. If no, please comment:_____

_____

11. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Subparagraphs 10.D and 12.B and that an injunction is an appropriate remedy to protect the interests of the Fish Window Cleaning® system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants in defined broadly in subparagraphs 10.D and 12.B, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? (__) Yes (__) No. If no, please comment:_____

_____

12. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise, including information available through the Fishing Hole, are for the purpose of protecting the FISH WINDOW CLEANING® brand and trademarks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters? Check one (__) Yes (__) No. If no, please comment: _____

_____

_____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed:_____

Print Name:_____

Date:_____

Signed:_____

Print Name:_____

Date:_____

APPROVED ON BEHALF OF FISH WINDOW CLEANING SERVICES, INC.

Signed:_____

Print Name:_____

Date:_____

Signed:_____

Print Name:_____

Date:_____

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO
FISH WINDOW CLEANING®
FRANCHISE AGREEMENT FOR THE
STATE OF CALIFORNIA

This Addendum pertains to franchises sold in the State of California and is for the purpose of complying with California statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Subparagraphs 12.B and 14.C.1(h) of the Franchise Agreement contain a covenant not to compete which extends beyond the term of the franchise. This provision may not be enforceable under California law.

2. California Business and Professions Code Sections 20000 through 20043, the California Franchise Relations Act, provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

3. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

WE:	YOU:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Its _____	Its _____

ADDENDUM TO
FISH WINDOW CLEANING®
FRANCHISE AGREEMENT FOR THE
STATE OF ILLINOIS

This Addendum pertains to franchises sold in the State of Illinois and is for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Subparagraph 16.B of the Agreement is hereby amended to include the following:

> Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

2. Subparagraph 16.B of the Agreement is hereby amended to include the following:

> Nothing in this Subparagraph 16.B, however, may be construed to mean that you may not rely on the FISH WINDOW CLEANING Disclosure Document that we provided to you in connection with the offer and purchase of your FISH WINDOW CLEANING Business. Although the statements in the Disclosure Document do not become part of the Franchise Agreement, nothing in the Disclosure Document may contradict or be inconsistent with the contract terms.

3. The first sentence of Subparagraph 16.I.1 is hereby deleted in its entirety, and the following substituted in lieu thereof:

> Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1051 et seq.), this Agreement and the relationship between the parties are governed by and interpreted in accordance with the laws of the State of Illinois.

4. The fourth and fifth sentences of Subparagraph 16.I.1 are hereby deleted in their entirety, and the following substituted in lieu thereof:

> Subject to Subparagraph 13.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Illinois federal or state court for the Territory in which you are located.

5. The Acknowledgment Addendum attached to the Franchise Agreement (and specifically stating that it is not for use in the State of Illinois) is unenforceable under Illinois law because it may have the effect of forcing a franchisee to waive or release certain rights that you as a franchisee have under the Illinois Franchise Disclosure Act, 815 IL § 705.

6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

WE:	YOU:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Its _____	Its _____

ADDENDUM TO
FISH WINDOW CLEANING®
FRANCHISE AGREEMENT FOR THE
STATE OF MARYLAND

This Addendum pertains to franchises sold in the State of Maryland and is for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. The following sentence is added to the end of Subparagraph 13.C:

> Notwithstanding the preceding sentence, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the date of this Agreement.

2. Subparagraph 14.C.1(g) is hereby deleted in its entirety.

3. The following sentence is hereby added to the end of Subparagraph 14.C.3 regarding transfers:

> Nothing in this Subparagraph 14.C.3, however, will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is hereby added to the end of Subparagraph 16.B:

> Nothing in this Subparagraph 16.B, however, will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Subparagraph 16.I is amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Paragraph 16.I is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

6. The fourth sentence of Subparagraph 16.I.1 is hereby deleted in its entirety, and the following substituted in lieu thereof:

> Subject to Subparagraph 13.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Federal District Court for the Eastern District of Missouri or in St. Louis County Circuit Court, St. Louis, Missouri or the federal or state court of the Territory in which the Franchisee is located.

7. Any provision in the Agreement that requires you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

WE:	YOU:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Its _____	Its _____

RELEASE OF CLAIMS

For and in consideration of the Agreements and covenants described below, Fish Window Cleaning Services, Inc. ("**Fish Window Cleaning**") and _____ ("**Franchisee**") enter into this Release of Claims ("**Agreement**").

RECITALS

A. Fish Window Cleaning and Franchisee entered into an FISH WINDOW CLEANING® Franchise Agreement dated _____, _____.

B. [NOTE: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Fish Window Cleaning and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration**. [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims by Fish Window Cleaning**. Except as noted in this Section 4, and subject to your compliance with the terms and conditions of this Agreement, including the payment of $_____ to Fish Window Cleaning, Fish Window Cleaning, for itself, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "**Franchisor Parties**"), hereby release and forever discharge Franchisee, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the "**Franchisee Parties**") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Franchise Agreement (collectively, "**Claims**"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisor Parties do not release the Franchisee Parties from any obligations arising by virtue of this Agreement and the Franchisee Parties' failure to comply with those obligations. Further, the Franchisor Parties do not release the Franchisee Parties from any Claims related to Franchisee's (i) indemnification obligations under Section ___ of the Franchise Agreement, (ii) non-disclosure obligations under Section ___ of the Franchise Agreement, and (iii) post-termination non-compete obligations under Section __ of the Franchise Agreement, each of which remain in full force and effect and are incorporated by reference in this Agreement.

5. **Release of Claims by Franchisee**. In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Franchisee Parties release and forever discharge the Franchisor Parties of and from any and all Claims, for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisee Parties do not release the Franchisor Parties from any obligations arising by virtue of this Agreement and the Franchisor Parties' failure to comply with those obligations.

6. **Acknowledgement**. The releases of Claims set forth in Section 4 and Section 5 are intended by the Franchisor Parties and the Franchisee Parties (collectively, the "Parties") to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Parties against the other Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Parties further acknowledge and agree that no violation of this Agreement shall void the releases set forth in this Agreement.

7. **Reservation of Claims Against Non-Settling Parties**. Fish Window Cleaning and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

8. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement. However, nothing in this Agreement or any related agreement is intended to disclaim the Franchisor's representations made in the Franchise Disclosure Document.

9. **Voluntary Nature of Agreement**. The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

10. **Governing Law and Jurisdiction**. This Agreement will be construed and enforced in accordance with the law of the state of _____.

11. **Attorneys' Fees**. All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

Dated: _____, _____ FISH WINDOW CLEANING SERVICES, INC.

By_____

Its_____

Dated: _____, _____ FRANCHISEE _____

By_____

Its_____

ADDENDUM TO
FISH WINDOW CLEANING®
FRANCHISE AGREEMENT FOR THE
STATE OF MINNESOTA

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving the FISH WINDOW CLEANING mark, and you will cooperate with the defense in any reasonable manner prescribed by us with any direct cost of such cooperation to be borne by us.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the franchise agreement.

3. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Therefore, the fourth and fifth sentences of Subparagraph 16.I are hereby deleted in their entirety.

4. The first sentence of Subparagraph 13.A of the Agreement is deleted in its entirety and has no further force and effect and the following is substituted in lieu thereof:

> Except as qualified below in Subparagraph 13.B, any dispute between the parties hereto arising under, out of, in connection with or in relation to this Agreement, which the parties are unable to resolve, may be submitted by the mutual agreement of the parties to binding arbitration in accordance with the rules and procedures and under the auspices of the American Arbitration Association.

5. Subparagraph 16.K is hereby deleted in its entirety.

6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

WE:	YOU:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Its _____	Its _____

ADDENDUM TO
FISH WINDOW CLEANING®
FRANCHISE AGREEMENT FOR THE
STATE OF NORTH DAKOTA

This Addendum pertains to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Notwithstanding anything contained in Subparagraph 13.A of the Franchise Agreement, any arbitration proceeding must take place in the city nearest to the your Business in which the American Arbitration Association maintains an office and facility for arbitration, or at such other location as may be mutually agreed upon by the parties.

2. Covenants not to compete such as those mentioned in Subparagraphs 12.B and 14.C.1(g) of the Franchise Agreement may be subject to Section 9-08-06 of the North Dakota Century Code and unenforceable in the State of North Dakota if contrary to Section 9-08-06.

3. The North Dakota Securities Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The fourth and fifth sentences of Subparagraph 16.I are therefore deleted in their entirety, and the following substituted in lieu thereof:

> Subject to Subparagraph 13.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Federal District Court for the Eastern District of Missouri or in St. Louis County Circuit Court, St. Louis, Missouri or the federal or state court of the Territory in which the you are located. Both parties hereto irrevocably admit themselves to, and consent to, the exclusive jurisdiction of said courts.

4. Subparagraph 16.K is hereby deleted from the Franchise Agreement, as a waiver of all rights to a trial by jury is considered unenforceable in the State of North Dakota.

5. Subparagraph 16.L is hereby deleted from the Franchise Agreement, as a waiver of punitive damages is considered unenforceable in the State of North Dakota.

6. Pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, a franchisee may not be required to sign a general release as a condition of renewal under Subparagraph 4(viii) of the Franchise Agreement.

7. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

WE:	YOU:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Its _____	Its _____

ADDENDUM TO
FISH WINDOW CLEANING®
FRANCHISE AGREEMENT FOR THE
STATE OF RHODE ISLAND

This Addendum pertains to franchises sold in the State of Rhode Island and is for the purpose of complying with Rhode Island statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. The following sentence is hereby added to the end of Subparagraph 16.I.1:

> The provisions of this Agreement restricting jurisdiction or venue to a forum outside of the State of Rhode Island or requiring the application of the laws of a state other than the State of Rhode Island are void with respect to claims otherwise enforceable under the Rhode Island Franchise Investment Act.

2. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

WE:	YOU:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Its _____	Its _____

ADDENDUM TO
FISH WINDOW CLEANING®
FRANCHISE AGREEMENT FOR THE
STATE OF WASHINGTON

This Addendum pertains to franchises sold in the State of Washington and is for the purpose of complying with Washington statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

1. Paragraph 11 of the Franchise Agreement is amended by the addition of the following language:

> If any of the provisions in the Franchise Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of R.C.W. 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document and Franchise Agreement with regard to any franchise sold in Washington.

2. The third sentence of Subparagraph 13.A is hereby deleted in its entirety and the following substituted in lieu thereof:

> The arbitration must take place either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

3. Paragraph 16 of the Franchise Agreement is amended by the addition of the following language:

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

4. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

WE:	YOU:
FISH WINDOW CLEANING SERVICES, INC.	_____
By _____	By _____
Its _____	Its _____

EXHIBIT C

List of Franchisees
As of December 31, 2017

Alabama:

Garner Pride
P.O. Box 464
Decatur, AL 35602
(256) 353-8859
Fax: (256) 353-4070

Jennifer Magli
3168 Midtown Park Dr. South
Mobile, AL 36606
(251)378-5800
Fax: (251) 243-0907

Ron Brumbalow
309 River Road
Muscle Shoals, AL 35664
(256) 320-7944
Fax: (256) 320-7943

Arizona:

Jim Brown
3738 W Commonwealth Ave, Suite 12
Chandler, AZ 85226
(480) 962-4688
Fax: (480) 917-1241
2 Territories

Earle Smith
2512 E. Thomas Road, Ste. 8
Phoenix, AZ 85016
(602) 441-2566
Fax: (602) 441-5091
2 Territories

Bill Bracco
213 E. Lincoln St.
Tucson, AZ 85714
(520) 798-3474
Fax: (520) 798-2316

Arkansas

Bill Welsh
3806 Kelley Avenue
Springdale, AR 72762
479-320-2424

California:

Brian Fish
4101 Alken St.
Bakersfield, CA 93308
(661) 412-9107
Fax: (661) 412-9109
2 Territories

Katie Wesselschmidt
1505 Monument Blvd.
Concord, CA 94520
(925) 208-4369

Tom Sandler
1471 Pomona Road, #D
Corona, CA 92882
(951) 479-8777
Fax: (951) 479-1800
2 Territories

Enrique and Ferdinand Quiaoit
747 S. State College, Unit 56
Fullerton, CA 92831
(657) 217-5990

Steven Custer
17525 Alder St., Ste. 48
Hesperia, CA 92345
(760) 956-9606
Fax: (760) 956-9607

Bart Thompson
23151 Verduga Dr., Ste. 109
Laguna Hills, CA 92653
(855) 448-3474
Fax: (949) 234-6615

Anthony Anderson
11321 Iowa St., Ste. #3
Los Angeles, CA 90025
(310) 477-3474

Matt Bailey
4326 Main St., Ste E
Denair, CA 95316
(209) 633-3474

Dean Garson
3460 Marron Rd #103-Box 230
Oceanside, CA 92056
(760) 932-0044

Dominic O'Donovan
360 Village Square
Orinda, CA 94563
(510)-228-4949

Ken Jones
74854 Velle Way, Unit #2
Palm Desert, CA 92260
(951) 769-2205
Fax: (951) 769-8335
2 Territories

Brian Gawick
55 Executive Ave., Ste. A
Rohnert Park, CA 94928
707-584-3474
2 Territories

Eddie Tamodaran
2741 Fruitridge Rd., #88
Sacramento, CA 95820
(916) 454-3474
Fax: (916) 454-3475

Phil Thomas
3654 Ruffin Rd., Ste. A/B
San Diego, CA 92123
(855) 757-3474

Phil Sisneros
4340 Almaden Expressway
Ste. 100
San Jose, CA 95118
(408) 264-3474
Fax: (408) 264-3487
2 Territories

Ryan Romero
9225 Dowdy Dr. Ste. 103
San Diego, CA 92126
(858) 368-9394

Kevin May
1700 E. Garry Ave., Ste. 109
Santa Ana, CA 92705
(949) 270-0948
Fax: (949) 270-0952
2 Territories

Jim Rubin
933 Castillo St.
Santa Barbara, CA 93101
(805) 351-3511

John Gran and Cynthia Julian
17252 Hawthorne Blvd., #101
Torrance, CA 90504
(310) 973-3474
Fax: (310) 921-5989

Joe Nealon
22055 Clarendon St., Ste. 101
Woodland Hills, CA 91367
(818) 574-7445

Colorado:

Myles & Jean Roche
11811 Upham St., C-2
Broomfield, CO 80020
(720) 887-0105
Fax: (720) 887-0106

Mark Phillips
P.O. Box 24189
Denver, CO 80224
(303) 759-9333
Fax: (303) 759-0988
3 Territories

Lori Minter
5900 S. College Ave. Ste. C
Fort Collins, CO 80525
(970) 472-5920
Fax: (970) 472-5563

Pat Wise
190 W. Rafferty Gardens #10
Littleton, CO 80120
(303) 795-9999
Fax: (303) 730-1246
2 Territories

Connecticut:

Ray Proto
2179 Boston Turnpike
Coventry, CT 06238
(860) 498-7155

Robert Tilzer
70 West St.
Danbury, CT 06810
(203) 885-1094
Fax: (203) 297-6315

Kevin O'Rourke
342 Quinnipiac Street
Wallingford, CT 06492
(203) 284-3474
Fax: (203) 284-3470
2 Territories

Ken and Peg Milley
380 S. Center St.
Windsor Locks, CT 06096
(860) 758-7657
2 Territories

Delaware:

Paul Garnett
600 NE Front St.
Milford, DE 19963
(302) 491-6768
Fax: (302) 491-6780

Florida:

Kim Canavan
1600 NW Boca Raton Blvd., #16
Boca Raton, FL 33432
(561) 391-1661
Fax: (561) 391-1651

Lamont Smith
200 Knuth Rd., Unit 118C
Boynton Beach, FL 33436
(561) 210-4499

Mike Carter
4301 32 Street W., Ste. A10
Bradenton, FL 34205
(941) 567-3474
Fax: (941) 782-0746

Steve Kedzior
809 SE 47th Street, #2
Cape Coral, FL 33904
(239) 543-3474

Dan Galloway
755 Main St., Ste. A
Dunedin, FL 34698
(727) 736-9051
Fax: (727) 736-9159

Mike Kenney
621 SW 21st Terrace, Suite 10
Ft. Lauderdale, FL 33312
(954) 749-5377

Richard Zanelly
806 Verona St., Ste. #4
Kissimmee, FL 34741
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Ian Kennedy
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Melbourne, FL 32935
(321) 757-7299
Fax: (321) 757-7331

Ileana Guerrero
7821 Coral Way, Suite 117
Miami, FL 33155
(305) 265-9474

Alex & Alejandra Torres
5086 NW 74th Ave.
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* Company Store

LIST OF SIGNED BUT NOT OPENED FRANCHISEES

Stephen Custer
Nevada

Joseph Farhi
Charlottesville, VA

EXHIBIT D

List of Franchisees Who Have Left the System
As of December 31, 2017

LIST OF TERMINATED FRANCHISEES

NONE

LIST OF FRANCHISEES THAT CEASED OPERATIONS

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Stephen Langford
10014 N. Dale Mabry Hwy
Ste. 101-41
Tampa, FL 33618
(813) 931-3473

Dale Schmitt
14360 James Road
Rogers, MN 55374
(736) 428-8839
2 Territories

Stephen Flack
615 S. Livingston Ave., Ste. 3
Livingston, NJ 07039
973-992-3474

Darrin Parnell
632 Center Dr.
Lincolnton, NC 28092
704-240-4440

Tom Cowell
403 Miller Rd., Ste. F
Greenville, SC 29607
864-520-1414

Mike Whitener
417 S. Buncombe Rd., Ste. 7B
Greer, SC 29650
864-655-4277

Barry McCann
74 East 500 South, Ste. 110
Bountiful, UT 84010
801-309-9000

Kristy Carrithers
21580 Atlantic Blvd.
Sterling, VA 20166
571-665-5615

FRANCHISEES WHO HAVE LEFT THE SYSTEM BY TRANSFER

James Kuegle
80 Mitchell Blvd.
San Rafael, CA 94903
415-306-9393

George Clute
3887 State St., Ste. 107
Santa Barbara, CA 93105
805-351-3511

Mike Vermillion
5086 NW 74th Ave.
Miami, FL 33166
305-599-8421

Tom & Gloria Rokosz
1711 Dean Forest Rd., Ste. G
Savannah, GA 31405
912-349-1195

Blayke Anderson
133 West 61st St.
Westmont, IL 60559
630-964-3474

Sue Smith
726 Hastings St., Ste. A
Traverse City, MI 49686
231-929-9952

Dan & Greg Lohmeier
2516 Harte Dr., Ste. 2516
Brighton, MI 48114
810-220-3474

Eric Silver
2513 Weaver St. Ste. D
Haltom City, TX 76117
(transferred 1 territory)
Still owner in the system with 2 territories

FRANCHISEES WHO DID NOT RENEW

Tony Espeseth
305 Greeley St., South, #102
Stillwater, MN 55082
651-286-0600

FRANCHISEES WHO OPENED AND CLOSED IN THE SAME YEAR

NONE

EXHIBIT F

List of Trademark-Specific Franchisee Organizations

List of Trademark-Specific Franchisee Organizations

The following are the names, addresses, telephone numbers, email addresses, and Web addresses (to the extent known) of each trademark-specific franchisee organization that has been created, sponsored, or endorsed by us, and the relationship between the organization and us:

Franchise Advisory Council: S. Michael Merrick.
Fish Window Cleaning Services, Inc.
200 Enchanted Parkway
Manchester, Missouri 63021
Mike@fishwindowcleaning.com

The following independent franchisee organizations have asked to be included in this Disclosure Document:

NONE

EXHIBIT G

Table of Contents for the Fishing Hole

The Fishing Hole Table of Contents

Fish 3 Training Videos – 1 Web (html) page

Fish 3 Training Videos
Super Tuesday Fish3 Webinars
Fish 3 Training Documents

Contacts – 13 Web (html) pages

FISH Headquarter Staff
Franchise Information
Update Your Franchise Info
FAC
Committees

Hot News – 66 Web (html) pages

Hot News
Franchisee Discussion
Forums Archive
The Weekly Fishing Report
The Most Recent Super Tuesday Call
Archives – eNewsletters and Eagles Calls

Media Center – 543 Web (html) pages

Videos
FISH Desktop Wallpapers
FISH Blog and Google Analytics Archives
Archives – eNewsletters and Eagles Calls
Tuesday Weekly Franchise Call Library
Regional Meetings Audio & Video
Fish Convention Section
Eagles Call Library

Spotlight – 3 pages

Spotlight
Spotlight Archive
FISH in the News Archives

Vendors – 38 pages

Apparel
Business Cards
Cleaning Equipment
Credit Card System
Employee Services
Fish Foam
Forms/Brochures
Insurance
Maps
Marketing Materials
Misc. Services
Office Supplies & Equipment
Plaques & Recognition Pins

Promotional Items
Shoe Covers
Signs
Yellow Pages

The System - 24 of pages

Commercial

Commercial Bidding and Pricing Guide
Commercial Windows
Multi-Level Buildings
Colonial Cut-ups
Mall Glass
Garage Doors
Atrium Glass
Mirrors
Construction Clean-up
Signs
Hard Water Stain Removal
Alarms
Tinted Glass
Lifts
Cold Weather
Awnings
Scratched Glass Waiver
Frequency
Route Work
Buffet Pricing
Bidding Examples
Commercial Customer Survey
Glass Cleaning Authorization & Release
What to Expect Business
Customer Service & Handling Complaints
Release of Liability
Pricing worksheet

Residential

Residential Bidding-Price Guide
Thermo or Single Pane Windows
Garage Door Windows
Patio Doors
Houses with Storm Windows
Storm Windows Pricing Video
Pella Windows
Pella Windows Pricing and Description Video
Colonial Style Doors & Cut-Ups

Colonial Style Cut-Ups Pricing Video
Jalousie Windows
Garden Windows
Window Mullions or Inserts
Screen Cleaning
Dormer Windows
Chandeliers and Light Fixtures
Outside Light Fixtures
Mirrors
Leaded, Stained and Beveled Glass
Skylights
Ceiling Fans
Gutter Cleaning
Scratched Glass Waiver
Residential Scheduling
Residential Do's & Don'ts
Residential Customer Survey
Glass Cleaning Authorization and Release
What to Expect Residential
Residential Work Guidelines
Customer Service and Handling Complaints
Residential Bidding Process

People

People: Introduction
Helpful Links for Employers
Recruitment
Interviewing
New Hire Documents
General Support Documents
Disciplinary Forms
Employee Performance Evaluations
Recommended Window Cleaner Pay Program
Recommended Operations Manager Pay Program
Recommended Sales Person Pay Program
Window Cleaner Training Videos
Employee Training
Employee Recognition
Employee Recognition Certificates
Safety
Insurance
Residential Do's and Don'ts
Public Site Backroom Login

Accounts Receivable and Credit Cards

- Accounts Receivable Introduction
- When does the collection process start?
- Billing and Collecting
- Top Ten List for Managing AR
- How to Handle AR for Billed Customers
- How to Handle Unpaid Invoices On-Account
- Four Types of Invoices
- Best Practices for Invoicing Customers
- Corporate and NMC Billing Procedures
- Billing Contact Information Form
- Vendor Number Request
- W-9
- Monthly Electronic Statements
- Payment at Time of Service
- Direct payment Notice
- Skipped Payment Notice
- Settings for USAePay.com
- Credit Card Processing Tips
- Billing an Existing Customer on FPN Gateway
- Payment Online Information
- Best Practices for Setting up Deposit
- Payment Option Instruction Letter
- Payment Option Letter
- Hard Collection Letter
- Automatic Debit & Credit Card Authorization Form

Industry Standards and Guidelines

- Industry Standards and Guidelines Disclaimer
- Fabrication Standards
- Glass Cleaning and Protection
- Scratched Glass
- Glass Meters

Office and Equipment

- Office Setup
- Office Floor Plan
- FISH Office Location Criteria
- Office Documents
- Mapping and Routing
- Getting the Work Done
- Voicemail Greetings
- Phone Scripts

Email
Window Cleaning Equipment
Water-Fed Pole Manual
Water-Fed Pole Customer Flyer
JRC

Sales & Bidding

Introduction
Appearance and Motivation
Daily Procedure and Tools
Where to Bid
5-Point Starfish at Every Business
Commercial Bidding Script and Process
Overcoming Objections
Call Backs
Circles of Influence
Bidding corporate Accounts
Nick Ogg – Peak Performance Sales
Contract for Services
FISH Follow Up Letter
FISH Intro Regional Letter
General Intro Letter
Commercial Pricing Guide
Terminology and Definitions
General Weekly Sales Schedule
Salesperson Weekly Planner
Salesperson Weekly Planner Example
Quickstart Salesperson Training

Marketing

Marketing and Sales Guide
Fish Window Cleaning Branding Guidelines
Art Request Form
Search Engine Optimization, Pay Per Click, Google, the Internet
Brochures
Brochure Inserts
Sales Flyers
Vehicle Overview
Vehicle Graphics Guide
Vehicle Initiative
The Property Managers Campaign
The Realtor Campaign
Social Media
Direct Mail

Call Center
Expos and Trade Shows
Networking
Yard Signs
Door Hangers
Display, Coupon, Web and other ads
Yellow Pages
FISH Glass Cleaning Products
Spring Repeat Scheduling Reminder Program
PR
Group Buying Sites
FISH Email Signature
Gift Certificates and Coupons

Owner

UFDD 2016
P&L Template
Corporate Account – FMC Guidelines
Expansion Criteria
Tasks
Time Management PowerPoint
FISH Presentation PowerPoint
Equipment & Office Packages
Approved Products & Services
FISH Internet Media Release Agreement
Pre-Training

Sales Tools & Training

Street Bidding Process, Script, Closing Video
Call Backs Process, Script, Closing Video

Corporate Accounts – 187 pages

Frequently Asked Questions
Retail Accounts
Preferred Vendors
Facility Maintenance Companies
Strategic Partners
Corporate Account Updates Archive

Safety – 297 pages

Disclaimer for Safety/High Rise
- Disclaimer

Introduction to Safety Meetings
- Introduction

General Safety
- Beginning and Ending with Safety
- Lifting Carrying
- Hazard Assessment
- Best Practices
- General Safety
- OSHA 10 Study Guide
- Neverlist
- Personal Safety
- Pole Safety
- Pole Video in the System
- Razor Safety
- Release of Liability Waiver
- Water-fed Pole Safety
- When Accidents Happen
- Workplace Safety

Chemicals
- Hazard Communications/SDS

Common Sense
- We Know Better
- WC Fraud
- The Other Guy
- Teamwork
- Alcohol
- Professionalism
- Energy Drinks

Weather Related
- Common Cold
- Prevent Heat Exhaustion

- Cold Weather Cleaning
- Hot Weather Precautions

Personal Protection Equipment

- PPE Types
- PPE
- Hard Hats

Tools/Care

- Dollies/Carts
- Basic Equipment Training

Window cleaning training videos

- Gutter Cleaning
- Skylight Cleaning
- Tool belts
- Second and Third Story
- Water fed Pole Video, Training Videos, etc.

Ladders/Fall Protection

- Ladder Safety
- Scaffolds A
- Scaffolds B
- Fall Protection
- Little Giant Ladder Safety

First Aid

- Bleeding
- Blood borne
- CPR 1
- CPR 2
- Eye Injuries
- First Aid Principles
- First Aid Burns
- First Aid for Amputations
- Injuries
- Lacerations
- First Aid Kit

Vehicle Safety

- Trailer Towing
- Driving Defensively
- Braking and Stopping
- DUI

OSHA

- Introduction to OSHA
- OSHA Top 10 Violations
- OSHA Inspections

Electrical

- Electrical Cords
- Tag out

Inspections

- Inspection Guidelines
- Monthly Inspections
- Daily Inspections

Resources

- Aerial Lift Safety
- OSHA Job Hazard Analysis Info
- OSHA Job Hazard Analysis Form
- OSHA Answer Book
- Safety Violation Form
- Program Safety Evaluation
- Self-Inspection Checklist
- Monthly Checklist Form
- Commitment to Safety Form

Additional Links

- IWCA Webpage
- OSHA Webpage
- CalOSHA Webpage

Other Links

- Chemicals and Air Contaminants
- OSHA Regulations for Scaffolding

Fish Feeds – (Separate Website)

- Introduction to FISH Feeds
- Step-by-Step Guide
- September Flyer 1
- September Flyer 2
- Items to Donate
- Did you know?
- Goal Sheet
- Competition
- Days of Service
- Days of Service Flyer
- Media Relations Tips
- Social Media
- Additional Flyer 1
- Additional Flyer 2
- Top Offices

EXHIBIT H

Receipt

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 Fish Window Cleaning Services, Inc. offers you a franchise, Fish Window Cleaning Services, Inc. must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Fish Window Cleaning Services, Inc. or an affiliate in connection with the proposed franchise sale. Under Iowa or Michigan law, if applicable, Fish Window Cleaning Services, Inc. must provide this disclosure document to you 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. New York law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Fish Window Cleaning Services, Inc. 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, DC 20580, and the appropriate state agency identified on Exhibit A.

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

Broker: _____

Our Representative: John English, 200 Enchanted Pkwy, Manchester, MO 63021, 877-707-3474

Other: _____

See Exhibit A for our registered agents authorized to receive service of process.

Issuance Date: April 2, 2018

I received a disclosure document dated April 2, 2018 that included the following Exhibits:

A. List of State Administrators and Agents to Receive Service of Process
B. Franchise Agreement with Appendices A (Authorized Trademarks), B (Territory & Performance Standards), C (Electronic Transfer of Funds Authorization and Direct Deposit Form), D (Assignment of Telephone Numbers), E (Assignment of Lease); F (Renewal Addendum), G (Termination and Release Agreement), H (Resale Amendment), I (SBA Addendum); State Addendum; and the Acknowledgement Addendum
C. List of Franchisees
D. List of Franchisees Who Have Left the System
E. Financial Statements
F. List of Trademark-Specific Franchisee Organizations
G. Table of Contents for the Fishing Hole
H. Receipt

_____
Date Signature Printed Name

_____
Date Signature Printed Name

Please retain this copy for your records.

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 Fish Window Cleaning Services, Inc. offers you a franchise, Fish Window Cleaning Services, Inc. must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Fish Window Cleaning Services, Inc. or an affiliate in connection with the proposed franchise sale. Under Iowa or Michigan law, if applicable, Fish Window Cleaning Services, Inc. must provide this disclosure document to you 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. New York law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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G. Table of Contents for the Fishing Hole
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_____
Date Signature Printed Name

_____
Date Signature Printed Name

PLEASE SIGN THIS COPY OF THE RECEIPT, DATE YOUR SIGNATURE, AND RETURN IT TO JOHN ENGLISH, DIRECTOR OF FRANCHISE DEVELOPMENT, AT 200 ENCHANTED PARKWAY, MANCHESTER, MO 63021.