

FRANCHISE DISCLOSURE DOCUMENT



Hi Tech Deck Franchise, LLC
A Florida Limited Liability Company
9293 Whippoorwill Trail, Ste 1
Jupiter, FL 33458
(561) 900-5174
<https://www.hitechdeck.com/>

As a Hi-Tech Deck franchisee, you will operate a business offering sales and mobile installation of our proprietary marine flooring product, with an office and fabrication location. Our boat decking product is made of PE/EVA cross-linked closed cell foam and offers safety, comfort and aesthetic value for boat passengers. Franchisees will operate the franchised business under the “Hi-Tech Deck” name and trademark.

The total investment necessary to begin operation of a Hi-Tech Deck franchise is \$393,300 to \$451,000. This includes \$339,500 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Robert Litzenberger at 9293 Whippoorwill Trail, Ste 1, Jupiter, FL 33458, info@hitechdeck.com and (561) 900-5174.

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

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

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

Issuance date: June 2, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.
2. **Turnover Rate.** In the last year, 2 out of 5 franchised outlets were terminated or ceased operations less than 12 months after opening. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

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 protection 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 sub-franchisor.
- (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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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:

State of Michigan Department of Attorney General
 G. Mennen Williams Building, 7th Floor
 525 W. Ottawa Street
 Lansing, Michigan 48909
 Telephone Number: (517) 373 7117

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES ...	1
Item 2 BUSINESS EXPERIENCE	2
Item 3 LITIGATION	3
Item 4 BANKRUPTCY	3
Item 5 INITIAL FEES	4
Item 6 OTHER FEES.....	4
Item 7 ESTIMATED INITIAL INVESTMENT	8
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	12
Item 9 FRANCHISEE’S OBLIGATIONS	15
Item 10 FINANCING	17
Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	17
Item 12 TERRITORY.....	24
Item 13 TRADEMARKS.....	26
Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	27
Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	28
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	29
Item 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	30
Item 18 PUBLIC FIGURES	35
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS	35
Item 20 OUTLETS AND FRANCHISEE INFORMATION	37
Item 21 FINANCIAL STATEMENTS.....	40
Item 22 CONTRACTS	40
Item 23 RECEIPTS.....	40

Exhibits

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Exhibits)
- C. Form of General Release
- D. Financial Statements
- E. Manual Table of Contents
- F. Current and Former Franchisees
- G. State Addenda to Disclosure Document

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, “we”, “us,” or “our” refers to Hi Tech Deck Franchise, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is Hi Tech Deck Franchise, LLC. Our principal business address is 9293 Whippoorwill Trail, Ste. 1, Jupiter, Florida 33458, and our telephone number is (561) 900-5174. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business. We do not have any affiliates that offer franchises in any line of business or that provide products or services to our franchisees.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names “Hi Tech Deck Franchise, LLC” and “Hi-Tech Deck.” We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Florida is Robert S. Litzenberger, and the agent’s principal business address is 9293 Whippoorwill Trail, Ste. 1, Jupiter, FL 33458. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Florida Limited Liability Company. We were formed on December 9, 2024.

Information About Our Business and the Franchise Offered

We do not operate businesses of the type being franchised, but our affiliate, Hi Teck Deck, LLC, does.

We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us, you will develop and operate a business (the “Franchised Business”) offering sales and mobile installation services of our proprietary marine decking product under our designated “Hi-Tech Deck” trade name and trademark, and other commercial symbols, insignias, trademarks, service marks, logos, and designs we may designate

in the future (“Proprietary Marks”) and within a designated territory. The business model also incorporates the fabrication and the cutting of the marine decking product for installation purposes. Our boat decking product is made of PE/EVA cross-linked closed cell foam and offers safety, comfort and aesthetic value for boat passengers, under the Proprietary Marks.

The Hi-Tech Deck franchise model will be a mobile business providing convenience for customers/boat owners. However, Franchisees will lease an industrial shop with warehouse space, with all of the machines, tools and parts available for each technician to complete the job. Initial inventory and much of the ongoing supply of products will be purchased from us or an affiliate.

Market Conditions and Competition

We operate in the marine boat decking market that is, generally, not mature and may not be highly competitive in certain markets. Our marine decking products and installation services are offered year-round, although the majority of the demand for marine products is in warmer weather climates and spring or summer months. You will compete for customers with independent owners, national chains, regional chains, and franchised businesses, offering sales and installation, or removal and installation, of marine flooring/boat decking.

Laws and Regulations

Operation of the Franchised Business will require you to be aware of federal, state and local regulations that are common to all businesses including federal, state, and local employment, immigration, discrimination, and tax laws and regulations, including, but not limited to, minimum wage and wage requirements. We are not aware of any laws or regulations specific to the industry in which the Franchise Business will operate. You must also investigate local zoning rules because they may limit where you can locate the Franchised Business.

Prior Business Experience

We have offered franchises since January 2025. None of our affiliates has offered franchises in other lines of business. We do require that you purchase the marine decking inventory and supplies from us directly.

Our affiliate, Destin Sign Company, LLC DBA Hi-Tech Deck, a Florida limited liability company, has operated a Hi-Tech Deck business in Jupiter, Florida since 2021 to 2024, which served Palm Beach County to Volusia County on the east coast of Florida, and Collier County to Pinellas County of the west coast of Florida. This affiliate has the same business address as us and was formed on September 11, 2018. We transferred the ownership of this Hi-Tech Deck business, which we consider a company-owned outlet (the “Company-Owned Outlet”), from Destin Sign Company, LLC to Hi Tech Deck, LLC, a Florida limited liability company that was formed on December 11, 2024 and is located at the same address as us.

Item 2
BUSINESS EXPERIENCE

Robert Litzenberger - Member. Robert Litzenberger has been our Member in Jupiter, Florida, since December 2024. From December 2024 to the present, Mr. Litzenberger has been the Managing Member of Hi-Tech Deck, LLC in Jupiter, Florida. From September 2018 to the present, Mr. Litzenberger has also been the Member of Destin Sign Company, LLC in Jupiter, Florida.

Jason Mannellino – VP of Finance and Operations. Jason Mannellino has been our VP of Finance and Operations since April 2025 to the present. From November 2020 to November 2024, Mr. Mannellino was the Senior Manager of Finance of The Adecco Group in Jacksonville, Florida. From January 2020 to November 2020, Mr. Mannellino was the Controller, Pricing and Analysis for AutoNation in Fort Lauderdale, Florida.

Item 3
LITIGATION

Pending Actions

Vaughn Life, LLC v. Hi Tech Deck Franchise, LLC and Robert Litzenberger; Case No.: 01-26-0000-4728; American Arbitration Association; filed January 29, 2026.

A former franchisee filed suit against us and our principal, Mr. Litzenberger, alleging breach of the franchise agreement, breach of an asset purchase agreement, unjust enrichment, breach of implied covenant of good faith and fair dealing, fraudulent inducement, fraud, violation of the Florida Franchise Act, and violation of Florida’s Deceptive and Unfair Trade Practices Act against us, and alleging aiding and abetting fraud against Mr. Litzenberger, relating to the sale of the franchise to the former franchisee. As of the issuance date of this disclosure document, a final hearing has not yet been scheduled.

Robert Litzenberger v. Vaughn life, LLC; Case No.: 50 2026 CA 004100; Filed April 10, 2026 in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

Our principal, Mr. Litzenberger, filed a lawsuit against the above former franchisee and the American Arbitration Association (AAA) for declaratory and injunctive relief to declare that the AAA does not have jurisdiction over Mr. Litzenberger, personally, in regards to the above-disclosed arbitration and enjoining the defendants from prosecuting the claims against Mr. Litzenberger in the above-disclosed arbitration proceeding.

Other than the 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

Initial Franchise Fee. When you sign your franchise agreement, you must pay us \$50,000 as the initial franchise fee. This fee is uniform and is not refundable.

When you purchase the Franchised Business, you will be required to pay us for the following:

Tools and Equipment. You must pay us \$197,000 for the marine decking installation and fabrication tools and equipment you are required to purchase from us, which includes two (2) CNC Machines, two (2) Proliner's, an Inverter, a Hurricane Vacuum Pump, a Compressor and two (2) Tooling Kits (for the CNC Machines).

Inventory. You must pay us \$65,000 for your initial marine decking inventory that you must purchase from us, which includes 260 sheets of marine decking material.

Delivery and Set Up Costs. The total fee for the delivery and set up of the equipment and inventory to be shipped and installed, calibrated and programmed at your location is \$25,000.

CAD Software. You must pay us a fee of \$2,500 for your use of our required Rhino CAD software.

All of these costs are uniform and are non-refundable.

You are not required to pay us or our affiliates any other fees or payments for goods or services before your Franchised Business opens.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of your Gross Revenue	Monthly, on the 15th of the following month	See Note 1 and Note 2.
Software subscription	Currently, \$450 to \$600 per month	Monthly	We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us.

Type of Fee	Amount	Due Date	Remarks
Local Advertising Requirement	10% of your Gross Revenue	Monthly	You will not pay this local advertising amount to us, but you will be required to spend this amount each month on advertising and promoting your business in your market. We will provide you with the recommended advertising strategies and lead generation mechanisms for promoting your business.
Marketing Fund Fee	If established, not greater than 2% of your Gross Revenue	Monthly	If we establish a marketing fund, you will be required to pay us a marketing fund fee of not more than 2% of your Gross Revenue.
Optional Monthly Marketing Management Fee	\$3,500 per month	Monthly	At your option, you may elect to use us to manage your local marketing (i.e. social media ads and content). This fee does not include the cost of the ad spend and is for our management services only.
Renewal Fee	\$10,000	Upon renewal (if any)	
Transfer Fee	\$25,000	Upon any transfer	Payable if you transfer or assign your Franchised Business or ownership interest in the franchisee (if an entity), or the assets of the Franchised Business.
Re-Training Fee	Not to exceed \$1,000 per person, per day, plus our expenses incurred, including, but not limited to, travel, transportation, meals, lodging and other living expenses, as well as the expenses of your trainees.	Prior to re-training	If we reasonably conclude that you (or your Operating Partner, if an entity) and/or your Manager failed to successfully complete the Initial Training Program and must re-enroll, we will charge a fee of no more than \$1,000 per person, per day.

Type of Fee	Amount	Due Date	Remarks
Additional On-Site Training Fee	Not to exceed \$750 per day, plus our expenses, including, but not limited to, travel, transportation, meals, lodging and other living expenses.	Prior to training	We will not be obligated to provide any additional on-site training or assistance beyond the Initial Training Program, but if we elect to do so, we will charge you our then-current fees for each day of additional on-site training or assistance we agree to provide, which fee will not exceed \$750 per day.
Refresher or additional training programs	Not to exceed \$750 per person, per day, plus your and your trainees' expenses, including, but not limited to, travel, transportation, meals, lodging and other living expenses.	On demand	We may require you and/or your Manager to attend mandatory refresher or additional training programs at our corporate headquarters (or other location designated by us) on an annual basis, and may, from time to time, require you and/or your Manager to attend webinars or other online, web-based training or courses. We will charge you our then-current fees for this training (unless a webinar or online training or course), which will not exceed \$750.00 per person, per day.
Training Replacement Operating Partners, Managers or other Employees	Not more than \$5,000 per person, plus your trainees' expenses, including, but not limited to, travel, transportation, meals, lodging and other living expenses.	Prior to training.	You are responsible for training all replacement Operating Partners, Managers and all other employees. However, if you cannot, for some reason, train a replacement Operating Partner or Manager and such new Operating Partner or Manager must attend the Initial Training Program, or if we otherwise require, in our discretion, a new Operating Partner or Manager to attend the Initial Training Program, then we will charge you this fee.
Late fee; Interest	\$100, plus interest on the unpaid amount at a rate equal to 18% per year, or, the maximum allowed by law, whichever is lower)	On demand	We may charge a late fee plus interest if you fail to make a required payment when due.

Type of Fee	Amount	Due Date	Remarks
Charge for returned check or nonpayment due to “Insufficient Funds” or otherwise.	\$50.00	As incurred.	Paid only if bank payment is refused for any check or pre-authorized draft.
Records audit	Our actual cost, if audit reveals greater than a 2% discrepancy of amounts reported.	On demand	We may choose at our sole discretion to conduct an audit of your Franchised Business.
Indemnity	Our costs and losses from any legal action related to the operation or ownership of your Franchised Business, including attorney’s fees, costs and expenses.	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation or ownership of your Franchised Business.
Damages, Costs and Attorneys’ Fees	Actual amount of damages, reasonable attorneys’ fees, costs and expenses incurred by us	On demand	You must pay for our damages, expenses, costs and attorney’s fees if we are successful in enforcing any term of the Franchise Agreement, or any other rights that we may have as a matter of law arising out of the franchise relationship. You must also pay our reasonable attorney’s fees, expert fees and court costs if we become a party to any action or proceeding concerning the franchise agreement, the Franchised Business, acts by you, or in any bankruptcy proceeding regarding you or the Franchised Business.
Management Fee	Up to \$1,000 per week	Weekly.	If there is a death or disability and there is not a fully trained and qualified Operating Partner or Manager to take full-time operational control of the Franchised Business, we may assume full control of and operate the Franchised Business, but will have no obligation to do so. If we do, you must pay us this fee.

All fees are payable only to us (other than local marketing spend and software subscription charges). All fees are imposed by us and collected by us (other than local marketing spend and software subscription charges). All fees are non-refundable. Unless this disclosure document

specifically provides otherwise, all fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. “Gross Revenue” is defined in our franchise agreement as all revenues and income from whatever source derived or received by you from, through, by or on account of the operation of the Franchised Business, whether received in cash, in services, in kind, on credit (whether or not payment is received), bartering, or otherwise. There will be deducted from Gross Revenues, to the extent they have been included: (i) all sales tax receipts or similar tax receipts which, by law, are chargeable to buyers, if you separately state the taxes when the buyer is charged and if you pay the taxes to the appropriate taxing authority; and (ii) any documented refunds, chargebacks, credits and allowances given in good faith to buyers by you (such deductions will not include any credit card user fees, returned checks or reserves for bad credit or doubtful accounts). Your use of any coupons or other discounts, waivers, or any bartering or exchange transactions, or the sale of any unapproved products or services bearing the Proprietary Marks without prior written approval by us is prohibited and the amount of the discount, unapproved exchange or unauthorized sale offered by you in such case shall also be included in the definition of Gross Revenues.

2. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

Item 7 ESTIMATED INITIAL INVESTMENT YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	\$50,000 - \$50,000	Lump sum	Upon signing the franchise agreement	Us
Real Estate/Rent Deposit (see Note 2)	\$8,000 - \$12,000	Lump sum	Prior to opening; upon execution of lease	Your Landlord
Utilities (see Note 3)	\$100 - \$500	Lump sum	As incurred or when billed prior to opening	Suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Leasehold Improvements (see Note 4)	\$500 - \$5,000	Lump sum or financed	As incurred or when billed	Vendors and suppliers
Market Introduction Program (see Note 5)	\$5,000 - \$10,000	Lump sum	As incurred or when billed	Approved Advertising and Media Sources
Tools and Equipment (see Note 6)	\$197,000 - \$197,000	Lump sum	Prior to opening	Us
Computer Systems (see Note 7)	\$5,000 - \$7,500	Lump sum	Prior to opening	Vendors
CAD Software (see Note 7)	\$2,500 - \$2,500	Lump sum	Prior to opening	Us
Insurance (see Note 8)	\$1,500 - \$2,500	Insurance company terms	Per insurance carrier	Insurance company
Vehicle (see Note 9)	\$3,500 - \$6,000	Lump sum or financed	Upon lease prior to opening	Vendors
Signage (see Note 10)	\$500 - \$5,000	Vendor terms	Upon ordering prior to opening	Vendor
Office Expenses (see Note 11)	\$500 - \$1,000	Vendor terms	As incurred	Vendors
Inventory (see Note 12)	\$65,000 - \$65,000	Lump sum	Prior to opening	Us
Licenses and Permits (see Note 13)	\$500 - \$1,000	Lump sum	As incurred prior to opening	Government
Dues and Subscriptions (see Note 14)	\$200 - \$1,000	Lump sum	As incurred	Vendors, trade organizations

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Professional Fees (lawyer, accountant, etc.) (see Note 15)	\$1,000 - \$5,000	Lump sum	As incurred or when billed	Professional service firms
Delivery and Set Up Fee (see Note 16)	\$25,000 - \$25,000	Lump sum	Prior to opening	Us
Travel, lodging and meals for initial training (see Note 17)	\$2,000 - \$4,000	As incurred	As incurred prior to opening	Airlines, hotels, and restaurants
Uniforms	\$500 - \$1,000	As incurred	Prior to opening	Designated Vendor
Additional funds (for first 3 months) (see Note 18)	\$25,000 - \$50,000	As incurred	As incurred	Employees, suppliers
Total	\$393,300 - \$451,000			

Notes

1. The Franchise Fee is due and payable at the time of executing the Franchise Agreement. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. Our estimates in this table assume you pay one month rent plus a security deposit before you open for business. For this to occur, you would need to negotiate a “free rent” period for the time it takes to build out your business. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3. Your utility deposit will depend on your market, credit score and other factors related to your location. This range accounts for your opening payment to the gas, water and electric company.

4. The leasehold improvements are the cost of construction to build out the unit in your market. This range of investment will vary greatly depending on your location and the cost of construction in your market. The locations are based on an estimate of approximately 2,000 square feet in size and will typically be a flex-use, warehouse/office location which the business will be operated from. We recommend you lease flex-use space that is at least 2,000 square feet.

5. The Market Introduction Program is the advertising and expense associated with advertising and promoting the Franchised Business's launch/opening. You spend a minimum of \$5,000 and pay this expense entirely on social media ad accounts to promote your Franchised Business. These costs are primarily advertising costs, but may include costs paid to a marketing agency to execute the advertising campaign.
6. The Tools and Equipment amount includes the equipment and tools you will need to manage the fabrication and installation of the marine decking, which is paid to us. The cost includes 2 CNC Machines, 2 Proliner's, an Inverter, a Hurricane Pump, Compressor and 2 Tooling Kits (for CNC Machines).
7. The cost of computer systems is an estimate of the cost of the hardware and software needed to operate the Franchised Business. You will pay us for the primary software to be used for CAD designs and installing the marine decking product, but will purchase the other software, hardware, computer equipment if needed from a vendor or supplier. These items are detailed in Item 11.
8. The Insurance estimate includes the cost of insurance necessary to operate the Franchised Business. The Insurance coverage amounts of types of insurance are included in Item 8.
9. You must use a vehicle appropriate for your Franchised Business with our branded logo/wrap. The above estimates include the approximately \$3,000 - \$5,000 to get your vehicle logo wrapped. The vehicle you use must be in excellent or better condition, clean, dent-free, and otherwise presenting a professional appearance. The low-end estimate assumes you already have a personal vehicle for the Franchised Business. The high-end estimate assumes you lease a new vehicle, with certain fees and costs payable upon signing the lease.
10. The Signage estimate includes both exterior and interior signage for promoting the Hi Tech Deck brand and the Franchised Business. The cost of signage will vary depending on how much signage you have available at your location and the cost of installation in your market.
11. This estimate includes the cost of basic office supplies and expenses needed to operate the business such as pens, paper and other basic office supplies.
12. The inventory of marine decking product you will use to operate the Franchised Business will be purchased through us directly. The cost is based on 260 sheets of material.
13. The Licenses and Permits estimates the cost of the licensing and permitting needed to operate the Franchised Business in your market.
14. Dues and Subscriptions includes an estimate of the cost of associations and networking groups in your market. The costs are the estimated cost to sign up for associations such as the Chamber of Commerce.
15. The Professional Fees estimate include the cost of your attorney and CPA and any other professional service providers' fees who will help support you in opening and establishing your Franchised Business. We also recommend that you have a franchise attorney review the Franchise Agreement prior to making your investment and these estimated costs are all included in this

investment range. These fees may vary from location to location depending upon the prevailing rate of attorneys', accountants' and consultants' fees and the scope of services requested.

16. The Delivery and Set Up Fee is the cost of shipping the tools, equipment and inventory and installing the equipment at your location. These costs will vary depending on where you are located and or the country which will impact shipping costs. ***This fee is due upon delivery and set-up of your equipment and location and is not included in your initial fee(s).**

17. The cost of training is included in your Initial Franchise Fee, but you will be responsible for your and your trainees' cost of travel, transportation, food and lodging needed to attend our training. This estimate will vary depending on where you are located and the type of accommodations you choose, and how many people attend the training. This estimate is for 5 days for 1 to 2 people.

18. This is an estimate of the minimum funds needed only for opening expenses and working capital to operate the Store for a period of 3 months after opening. In formulating the estimated amount of additional funds for the first 3 months of operation, we relied on our affiliate's experience in operating a Hi Tech Deck business in South Florida and our general knowledge of the industry. The estimate of additional funds also includes salaries and benefits for employees, but does not include any allowance for an owner's draw. The actual amount of additional funds you will need depends on a variety of factors, including: how closely you follow methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for marine decking services; prevailing wage rate; and the sales levels achieved during the initial period. Additional working capital may be needed beyond the initial 3-month period. These figures should be reviewed with an accountant and a business advisor before making a decision to purchase a franchise.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your Franchised Business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

We may offer to sell you these or other products and services (directly or through a designee). If we do, and if you decide to purchase these products or services from us, or if we require you to purchase them from us, you must pay the prices we (or our designee) charge at that time (which will include a profit to us or our designee). Your costs for these products are usually non-refundable.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an “occurrence” policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000, and (iii) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days’ prior written notice of cancellation.

B. Computer software and hardware. You must purchase and use the computer software and hardware that we specify. You must pay us \$2,500 for your CAD Software subscription.

C. Vehicle and Vehicle Wrap; Signage. You must use a vehicle appropriate for the Franchised Business with our branded vehicle wrap. It must be in excellent or better condition, clean, dent-free, and otherwise presenting a professional appearance. The vehicle wrap and signage must meet our specifications.

D. Inventory, Tools and Equipment. You will be required to purchase all of the inventory, tools and equipment needed to manage the fabrication and installation of the marine decking products for your Franchised Business. These items will be purchased through us directly and include:

2 CNC Machines

1 Compressor

1 Inverter

2 Tooling Kits (for CNC Machines)

1 Hurricane Vacuum Pump

CAD Software

2 Proliners (Digitizers)

Inventory of Sheet Material

E. Uniforms

You must use our designated vendor to purchase your uniforms.

F. Marketing

You must obtain marketing from approved media sources and use only approved advertising.

Us or our Affiliates as Supplier; Approved Suppliers

You will be required to purchase inventory, equipment, software and tools from us directly. We are your only source for these items. We have the right to require you to purchase any additional items or services necessary to operate your location from us or from a supplier that we approve or designate (“Approved Supplier”), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Manual or otherwise in writing, and we may update or modify this list as we deem appropriate.

Ownership of Suppliers

Outside of your requirement to purchase inventory, tools through us, none of our officers own an interest in a supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, or another brand or product, you must request our approval in writing. We will grant or revoke approvals of suppliers or products based on criteria appropriate to the situation, which may include evaluations of the supplier’s capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. If requested by us, you must submit samples and any other information as we may require for testing or to otherwise determine whether the product, material or supplies, or the proposed supplier meets our specifications and quality standards. You will be responsible for all costs associated with such testing. If we do not communicate to you our written approval of the proposed supplier or product within sixty (60) days following our receipt of all the information and samples we request, the proposed supplier or product will be deemed unapproved. The supplier may be required to sign a supplier agreement. We may revoke approval of a previously approved item, service or supplier at any time and in our sole discretion, upon written notice. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our

Manual and/or issuing new written directives (which may be communicated to you by any method we choose).

Revenue to Us and Our Affiliates

We will derive revenue from the required purchases and leases by franchisees. The decking materials and sheets we sell to you are sold to you at up to a 25% profit margin. During fiscal year 2025, we received \$1,740,960 in revenue from the sale of all required purchases of equipment, tools and decking material to our franchisees, or approximately 80% of our total revenue of \$2,173,853.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 70% to 90% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 60% to 80% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees, but we and our affiliates reserve the right to receive such payments, rebates or benefits based on purchases by franchisees in the future, which we may retain for ourselves and/or themselves and for our and/or their benefit alone, in our sole discretion.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. However, we may do so in the future.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 3.1, 3.4	Item 11
b. Pre-opening purchase/leases	§§ 3.3, 4.3, 4.4, 4.5, 4.7,	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 3	Items 5, 7, 8 and 11
d. Initial and ongoing training	Article 6	Items 5, 6, 8 and 11
e. Opening	§ 3.7	Items 7, 8 and 11
f. Fees	Article 7, §§ 1.5, 2.1, 3.9, 4.2, 6.1 – 6.4, 8.4, 9.4, 13.4, 15.2, 23.1 – 23.2	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Articles 4, 5, § 8.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Articles 11 and 14	Items 13 and 14
i. Restrictions on products/services offered	§ 4.4	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 4.19, 4.20	Item 8
k. Territorial development and sales quotas	§ 1.2, 1.3	Item 12
l. Ongoing product/service purchases	§ 4.5	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 1.5, 4.8, 13.4	Items 6, 7 and 8
n. Insurance	Article 10	Items 6, 7 and 8
o. Advertising	Article 8	Items 6, 7, 8 and 11
p. Indemnification	§§ 3.9, 13.4, 14.5, 15.2	Items 6 and 8
q. Owner's participation/management/staffing	Article 5	Items 15
r. Records and reports	Article 9	Item 11
s. Inspections and audits	§§ 4.9, 4.20, 9.4	Items 6 and 11
t. Transfer	Article 13	Items 6 and 17
u. Renewal	§ 1.5	Item 17
v. Post-termination obligations	Article 11, 12, 17	Item 17
w. Non-competition covenants	Article 12	Item 17
x. Dispute resolution	Article 23	Items 6 and 17

Item 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

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

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

Our Pre-Opening Obligations

Before you open your Franchised Business:

A. *Your site; Territory.* We will designate your Territory. (Section 1.2) We will approve or disapprove of the location for your Franchised Business ("Location"). If we do not communicate to you our consent or disapproval of the proposed site for the Location within 20 business days following our receipt of all information we request to evaluate the site, the proposed site for the Location will be deemed approved by us as the Location for the Franchised Business. (Section 3.1) We do not assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises. The general site selection criteria that we recommend for you to consider includes traffic patterns, site visibility, area demographics, lease rates, access, and competitors, at the proposed location. The location must also be at least 2,500 square feet, typically flex space, have an office, climate controlled, and storage for inventory and equipment. The final decision as to the selection of the site for your Location is your sole responsibility regardless of our consent to the Location. The lease for the Location shall be subject to our approval.

B. *Hiring and training employees.* You are solely responsible for hiring your employees. We will provide the initial training program described below for you (or if Franchisee is an entity, the Operating Partner) and your designated Manager. You are responsible for training your other employees. (Section 6.1)

C. *Necessary equipment, opening inventory, and supplies.* We will sell you the equipment, tools and opening inventory of decking material necessary to open your Franchised Business. (Section 3.3) We provide these items directly. We deliver and install these items.

D. *Operations Manual.* We will give you access to our confidential Operations Manual. (Section 4.2)

E. *Initial Training Program.* We will conduct our initial training program. (Section 6.1). The current initial training program is described below.

F. *On-site opening support.* We will have a representative provide on-site support for approximately 5 days in connection with your business opening. (Section 6.2).

G. *Advertising.* We will approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 15 days of receipt. If we do not respond in 15 days, the material is not approved. (Section 8.2)

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 120 to 180 days. The primary factor in this timeline from signing to opening will be the timing of leasing a location, and shipping and installing the fabricating equipment you will use to operate the Franchised Business. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, schedule initial training, and hire employees.

Our Post-Opening Obligations

After you open your Franchised Business:

- A. We will provide updates to our approved supplier's list as necessary. (Section 4.5).
- B. We will sell and deliver to you and/or cause our affiliate(s) to sell and deliver to you the products and services we require you to purchase from us and/or our affiliate(s). Neither we nor our affiliates shall have any obligation to sell any products, supplies and equipment to you, if you are in default under the Franchise Agreement. (Section 4.5)
- C. We will approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 15 days of receipt. If we do not respond in 15 days, the material is not approved. (Section 8.2)
- D. Upon your request, we will provide recommended prices for products and services. We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law).
- E. We may furnish you with assistance in connection with the operation of the Franchised Business as we may from time to time deem appropriate in our sole discretion. We may, but are not required to, provide this assistance in person, by telephone, e-mail or through other means as we deem appropriate. Timing will depend on the availability of our personnel. (Section 6.3).
- F. At our sole option and where legally permitted, we may, from time to time, establish minimum and/or maximum prices below or above which you may not offer and sell products and/or services under the Franchise Agreement (and we shall likewise have the right from time to time to revise or eliminate any such minimum or maximum prices at our sole option). In addition, or alternatively, we may, from time to time, suggest prices for products or services offered and sold by the Franchised Business. (Section 4.21)

Advertising

Our obligation. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located, including in your Territory. We will maintain the brand website. Except for administering the national marketing fund (the “Fund”), if established, we have no other obligation to conduct advertising.

National Marketing Fund. If the Fund is established, you will be required to pay a monthly Marketing Fund Fee of no more than 2% of your Franchised Business’s prior month’s Gross Revenues.

If established, we will administer the Fund and will at, our sole discretion, direct all advertising programs with sole control over the strategic direction, creative concepts, materials and media used in the programs, and the geographic, market and media placement and allocation of advertising. We need not make expenditures for advertising or promotions for you which are equivalent or proportionate to your pro rata contributions. We need not attempt to or are required to ensure that you benefit directly or proportionately from the Fund. The Fund is not a trust and we are not a fiduciary in any capacity.

The Fund may, but is not required to, be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or localized advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns and other public relations activities) and employing advertising agencies to assist in these activities; paying interest on monies borrowed by the Fund from third parties unaffiliated with us; and, sponsorship of sporting, charitable or other special promotional events, if we choose to do so at our sole discretion. We may expend monies for any reasonable administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees including, without limitation, conducting market research; preparing marketing, advertising and promotional materials; working with advertising agencies, advertising placement services and creative talent; and, collecting and accounting for assessments for the Fund; and, other costs and overhead we incur. We need not maintain the money paid by you to the Fund and income earned by the Fund in a separate account. But we may not use this money for any purposes other than those provided for in the Franchise Agreement.

We do not intend for the Fund to be used on advertising that is principally for the solicitation of the sale of franchises, but we may reference on any materials paid by the Fund that franchising information is available or include information regarding acquiring a franchise. We will have no obligation to prepare or distribute audited or unaudited statements detailing Fund income and expenses to you. If you send us a written request, we will provide you with an accounting of the income and expenditures of the Fund during our last fiscal year within a reasonable time after we receive your request, but never earlier than 45 days from when such information is made available.

We expect to spend most contributions to the Fund for advertising purposes during the fiscal year in which the contributions are made. If we spend more than the amount the Fund collects in any fiscal year (not including any money we had to spend because we did not spend all the money in the

Fund during the year before), then we can reimburse ourselves from the Fund during the next fiscal year or thereafter for all excess expenditures during the preceding fiscal year. If we spend less than the total in the Fund during any fiscal year, we can either spend the unused money during the next fiscal year, or roll it over to be used at the appropriate time as determined by us. We reserve the right to contribute or loan additional funds to the Fund on any terms we deem reasonable.

We have no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contributions, or to ensure that you benefit directly or proportionately from the placement of advertising, or to ensure that such advertising impacts or penetrates your Territory or surrounding area at any level. If we receive any promotional allowances with respect to your purchases of goods or services from vendors other than us, then we will be under no obligation to contribute the promotional allowances to the Fund.

Although we intend the Fund to be perpetual, we have the right to terminate the Fund at any time upon 30 days' notice from us. We will not terminate the Fund until we have spent all money in the Fund for advertising and promotional purposes.

We have not created a franchisee advertising council but reserve the right to do so. If established, we will receive suggestions and recommendations from the franchisee advertising council, which will be composed of franchisee representatives selected by us. We will have veto power at all times as to all Fund decisions and are not required to follow the suggestions or recommendations of such council. We will have the right to change or dissolve the franchisee advertising council at any time in our sole discretion.

The marketing fund was not yet established in 2025.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 15 days prior to use. If we do not respond in 15 days, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

You may not, without our prior written consent, operate—or advertise, market, or otherwise promote—your Franchised Business on the Internet. We have the sole right to advertise on the Internet, create or operate a Web site or sites, and use “Hi Tech Deck” or other Proprietary Marks as part of any domain name. In addition, if we consent to your establishment of a social media account on any social media site (including, YouTube, Twitter, Instagram, Facebook, Blogger, LinkedIn, Flickr, Wikipedia, Yelp or other communication or social media platforms) to advertise and promote the Franchised Business, then you must operate and maintain the account and site in accordance with our standards and procedures as stated in the Manual or as stated elsewhere in writing. You must add us as an account administrator with full and unlimited access to control the content displayed, published or posted on such sites and, upon request, shall provide us with your current account IDs, usernames and passwords. Upon the expiration or termination of the Franchise Agreement, we have the right to permanently close, delete, take exclusive control over, or transfer any social media accounts that you establish to market, advertise and promote your former Franchised Business.

Advertising council. We do not have an advertising council composed of franchisees. We have the option of forming regional cooperatives in the future.

Market introduction program. Beginning one month before the commencement of the operation of your Franchised Business, and continuing for two months thereafter, you must expend at least \$5,000 for the Market Introduction Program, which is currently social media advertising accounts that we set up. You must make these expenditures using approved media sources and the advertising and promotional material, media, special events and other public relations activities that we require or approve, in the Manual or otherwise.

Local Marketing Requirement. Commencing the month after the opening of the Franchised Business, you must expend each month on Local Marketing at least \$10,000. “Local Marketing” means the local or regional advertising, marketing and promotional activities that we specify in the Manual or otherwise, or approve in advance.

Optional Monthly Marketing Management Fee. At your option, you may elect to use us to manage your local marketing (i.e. social media ads and content) for a monthly fee of \$3,500. This fee does not include the cost of the advertising spend and is for our management services only.

Computer Systems

We require you to purchase, lease and maintain such computer hardware and software, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), speakers, and other computer-related accessories or peripheral equipment as we may specify, for the purpose of, among other functions, recording sales, scheduling, and other functions that we require. You must provide such assistance as may be required to connect your computer system with a computer system used by us. We will have the right, on an occasional or regular basis, to retrieve such data and information from your computer system as we, in our sole and exclusive discretion, consistent with consumer privacy laws, deem necessary. You must operate your computer system in compliance with certain security standards specified and modified by us. In view of the interconnection of computer systems and the necessity that such systems be compatible with each other, you expressly agree that you will strictly comply with our System Standards for all item(s) associated with your computer system and will otherwise operate your computer system in accordance with our System Standards.

To ensure full operational efficiency and optimal communication capability between and among computer systems installed by you, us, and other franchisees, you agree, at your expense, to keep your computer system in good maintenance and repair, and following our determination that it will be economical or otherwise beneficial to the System to promptly install such additions, changes, modifications, substitutions and/or replacement to your computer hardware, software, communications equipment and services, telephone and power lines, and other computer-related facilities, as we direct.

We may require you to update or upgrade any computer hardware or software during the term of the Franchise. There is no contractual limit on the frequency or cost of this obligation.

Computer System as follows:

Software:

Keap – CRM (As required by us)

Rhino - CAD Renderings Software (Or currently required Software)

QuickBooks Online – accounting software

Hardware:

Desktop computer and/or laptop/tablet(s)

Camera systems

Printer

Shredder

The system will include our currently required POS/CRM system, credit card processing system, and accounting platform, such as QuickBooks. These systems will generate or store data such as inventory/product details, sales transactions, client, employee/team member, scheduling, reporting, and accounting information.

We estimate that these systems will cost between \$5,000 and \$7,500 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you enter into any such contract with a third party.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be \$4,800 to \$7,200 per year which includes the software subscription fees.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Brand Standards Manual

See Exhibit E for the table of contents of our Manual as of the date of this disclosure document, with the number of pages devoted to each subject. The Manual has 204 pages.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Opening and Starting the Marine Decking Business	3	-	Our Location, Jupiter, FL, or Virtual
Approaching Your Market - Competition - Customer Profile - Types of Boats - Value Proposition - Creating a Plan for your Market	4	-	Our Location, Jupiter, FL, or Virtual
Administrative - Establishing Banking - Insurance - Office Set Up	2	-	Our Location, Jupiter, FL, or Virtual
Equipment, Materials and Overview	2	40	Our Location, Jupiter, FL, or Virtual
Installation Process	2	40	Our Location, Jupiter, FL, or Virtual
Lead Generation and Advertising - Brand - Lead Flow - Sales Process - Quoting - Closing	4	20	Our Location, Jupiter, FL, or Virtual
Staffing and Personnel	-	3	Our Location, Jupiter, FL, or Virtual
Maintenance	-	3	Our Location, Jupiter, FL, or Virtual
Execution and Launch	-	4	Our Location, Jupiter, FL, or Virtual
TOTALS:	17	110	Our Location, Jupiter, FL, or Virtual

Training classes will be scheduled in accordance with the needs of new franchisees. You (or your Operating Partner if franchisee is an entity) and your Manager must attend the initial

training program. We anticipate holding training classes three to six times per year. Training will be held at our location in Jupiter, Florida. We may offer CAD training via zoom or other virtual training platforms. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Brand Standards Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led by our owners. Their experience is described in Item 2. They have experience in our industry and with us or our affiliates.

There is no fee for the franchisee to attend training. We reserve the right to allow additional authorized personnel to attend this training. You must pay the travel and living expenses of people attending training.

You must attend training. You may send any additional people to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business.

We do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12 TERRITORY

Your Location

We anticipate that you will manage from your home or from a small office setting. Your primary office must be located in your territory.

Grant of Territory

Your franchise agreement will specify a territory, which will have a population of approximately 500,000 people. The boundaries of your territory will be specified by zip codes, county or city lines, or some other limit.

Relocation; Establishment of Additional Outlets

You may not relocate your business, unless we approve and it is still within your territory.

You do not have the right to establish additional franchised outlets or expand into additional territory. If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Exclusivity

We grant you an exclusive territory. In your territory, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a Hi-Tech Deck outlet. Continuation of your territorial exclusivity does not depend on any contingency. There are no circumstances that permit us to modify your territorial rights.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

We (on behalf of ourselves and our affiliates) retain all rights with respect to the System, the Proprietary Marks, the sale of products and services, anywhere in the world, including, without limitation, the right to: (a) own, operate, situate and/or license others to operate Hi-Tech Deck businesses anywhere outside your territory, including within close proximity to your territory's boundaries; (b) offer and sell products and services that are not part of the System through any distribution method, or are different from the products and services provided by you, within or outside your territory; (c) serve (or authorize other franchisees to serve) customers in your territory if you are in default of the franchise agreement (or any other agreement between you and us), or if you are incapable of meeting customer demand in your territory (in our reasonable opinion); (d) serve (or authorize other franchisees to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer; and (e) sell and license others to sell Hi-Tech Deck products and services to customers in your territory through other channels of distribution (including the internet) so long as such products and services are not provided through a Hi-Tech Deck outlet in your territory. We and our affiliates may engage in such wholesale or retail sales activities from, at, to, or through any wholesale or retail entities or facilities whatsoever. We do not grant you any rights with respect to such sales whether conducted now or in the future.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory and which incidentally reach potential customers outside of the territory. You cannot serve customers outside of your territory without our prior written permission. We may withdraw permission at any time.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

Item 13 TRADEMARKS

Principal Trademark

The following is the principal trademark that we license to you. This trademark is owned by Hi Tech Deck, LLC and licensed exclusively to us. We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. An application to register the following Proprietary Mark on the Principal Register of the United States Patent and Trademark Office has been filed:

Trademark	Application Date	Identification Number
	Dec. 18, 2024	98909569

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise. However, under a license agreement between Hi Tech Deck, LLC and us, Hi Tech Deck, LLC licenses us the right to use the Proprietary Marks and authorizes us to grant our franchisees rights to use of the Proprietary Marks in accordance with the terms of the Franchise Agreement. The license agreement remains in full force and effect so long as Hi Tech Deck, LLC's management and control remain the same as that of us, and will terminate if we make any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct our business or affairs, or it is adjudged in any legal proceeding that we or our business is bankrupt or insolvent.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for reasonable expenses and your actual damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Brand Standards Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for

expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Operations Manual and related materials that include guidelines, standards and policies for the development and operation of Hi Tech Deck franchise businesses. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, equipment, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Manual and other proprietary information, and you must use our confidential information only for your Franchised Business. We require your managers and employees to sign confidentiality and non-compete agreements. See Exhibit B to the franchise agreement.

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

Your Participation

You are required to participate personally in the direct operation of your Franchised Business and must devote substantial time and attention to the business.

If you are the sole owner of the Franchised Business, then you are deemed the “Operating Partner”. If the business is owned through a corporation or limited liability company, you must designate one person as your “Operating Partner”. The Operating Partner is the executive primarily responsible for your Franchised Business and has decision-making authority on behalf of the business. The Operating Partner and any Manager must complete our initial training program. The Operating Partner and/or Manager must complete any post-opening training programs that we develop in the future. The Operating Partner and Manager must attend all required in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, refresher or additional trainings that we may require.

If your business is owned by an entity, all owners of the business must sign our Guaranty (see Exhibit D to the franchise agreement).

“On-Premises” Supervision

When your business performs services for a customer, you are not required to personally conduct “on-premises” supervision of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the manager own any equity in the entity.

Restrictions on Your Manager

You must have your manager and employees sign a confidentiality and non-compete agreement.

Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell, only and all goods and services, Approved Products and Approved Services, and deal only with those Approved Suppliers, that we authorize or require. Failure to comply with our purchasing restrictions may result in the termination of your Franchise Agreement. We may supplement, revise and/or modify the types of authorized goods or services, our Approved Products and/or Approved Services as we deem appropriate, as well as our System Standards associated with the provision of these products/services. These changes will be outlined in our Manual or otherwise in writing, and there are no contractual limitations on our right to make these types of changes.

You must ensure that only employees who have completed all required training are those that provide the Approved Services at your Location. This is strictly enforced due to safety concerns in operating the machines and we may terminate the franchise agreement if you allow an employee or other person to operate the machines who are not properly trained. If we discontinue any Approved Product or Approved Service offered by the location, then you must cease offering or selling such product/service within a reasonable time, unless such product/service represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us). You may not use the Location for any other business purpose other than the operation of your Franchised Business. You may not advertise, offer for sale or sell, any products and/or services that we have not authorized. We may change the types of authorized products and services at any time in our discretion. You agree to promptly undertake all changes as we periodically require, without limit. You will not make any material alterations to your location, or its appearance as originally approved by us without our prior written approval.

You must refrain from any merchandising, advertising, or promotional practice that is unethical or may be injurious to your Franchised Business, our brand/business and/or other Hi-Tech Deck locations/businesses, or to the goodwill associated with the Proprietary Marks.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 1.4	10 years from date of franchise agreement.
b. Renewal or extension of the term	§ 1.5	If you satisfy the renewal requirements and pay the renewal fee, you may renew the franchise for 2 additional terms of 5 years each.
c. Requirements for franchisee to renew or extend	§ 3.2	You must have substantially complied with all of the provisions of the Franchise Agreement during its initial term. You must maintain possession of the Location and before the expiration date, bring the Location into full compliance with the specifications and standards then applicable for new Hi Tech Deck businesses. You must give us notice of your intent to acquire a successor franchise at least 9 months, but no more than 180 days, prior to the expiration of the Initial Term. You must have satisfied all monetary obligations owed to us and our affiliates and have timely met these obligations throughout the term of the Franchise Agreement. You must execute our then-current form of the Franchise Agreement (with appropriate modifications to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which Franchise Agreement shall supersede in all respect the initial agreement and the terms of which may materially differ from the terms of the initial Franchise Agreement including, without limitation, different percentages for Continuing Royalty Fees and Marketing Fund Fees, changes to the Territory size, as well as other material financial and non-

Provision	Section in franchise or other agreement	Summary
		financial terms and conditions. You must comply with our then-current qualification and training requirements. You must execute a general release, in a form prescribed by us, of any and all claims having arisen or that could have arisen against us, our subsidiaries, affiliates, predecessors and our respective officers, directors, attorneys, agents, shareholders and employees.
d. Termination by franchisee	Not Applicable	
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§§ 16.1 – 16.3	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity.
g. “Cause” defined--curable defaults	§ 16.3	Non-payment by you (7 days to cure); violate franchise agreement other than non-curable default (15 days to cure).
h. “Cause” defined--non-curable defaults	§ 16.1, 16.2	Non-curable defaults: bankruptcy or insolvency; you do not commence operations within 120 days following the date of the franchise agreement; abandonment; omission or misrepresentation of a material fact in the information you furnish to us; we and you agree in writing to terminate the franchise agreement; loss of possession of the Location; you engage in an act that constitutes a crime or offense, which has the potential of impairing your reputation or ours or may impair the goodwill of the brand or us; you purport to transfer any rights or obligations under the franchise agreement, the franchisee (if a legal entity), or the Franchised Business to any third party in violation of the terms of the franchise agreement; you conceal revenues; knowingly maintain false books or records; falsify information or otherwise defrauds or makes false representation to us or any

Provision	Section in franchise or other agreement	Summary
		federal, state, or local taxing authorities, knowingly submit any substantially false report to us; you engage in any conduct or practice that is a fraud upon consumers, or is an unfair, unethical, or deceptive trade, act or practice; you are found to have understated by 5% or more for any calendar year, your Gross Revenue; you interfere or attempt to interfere with our contractual relations with other franchisees, customers, employees, advertising agencies or any third parties; you interfere or attempt to interfere with our ability or right to franchise or license others to use and employ our Proprietary Marks and System or you make any use of the Proprietary Marks not authorized under the franchise agreement; you fail to carry the required insurance; you receive 3 notices of default within any 365-day period; you offer or sell unapproved products or operate another business at the Location; you operate the Franchised Business in an unsafe manner fail to correct within 48 hours; we terminate any other agreement with you due to your breach; you violate your confidentiality or non-compete obligations; or you allow an employee or other person who is not properly trained to operate a CNC machine..
i. Franchisee's obligations on termination/non-renewal	§ 17.1	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us; cancel fictitious name filing; de-identify and cease using Proprietary Marks; provide social media account information.
j. Assignment of agreement by franchisor	§ 13.1	Unlimited
k. "Transfer" by franchisee - defined	§ 13.2	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or

Provision	Section in franchise or other agreement	Summary
		dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§§ 13.2 – 13.4	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	§ 13.4	Buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); provide right of first refusal to us; made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; buyer signs guaranty; you pay us a \$25,000 transfer fee; the Franchised Business complies with then-current system specifications.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 13.6	If you want to transfer your business (other than to your co-owner or to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	§ 17.1	Upon termination or expiration, we have the right, but not the obligation, to purchase the assets of the Franchised Business.
p. Death or disability of franchisee	§ 13.5	If you die or become incapacitated, a new operating partner acceptable to us must be designated to operate the Franchised Business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	§ 12.1	Neither you, any owner of the Franchised Business, or any spouse of an owner may, directly or indirectly, have ownership interest in, lend money or provide financial assistance to, provide services to, consult for, or be employed by, any competitor.

Provision	Section in franchise or other agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	§ 12.1	For two years, neither you, any owner of the Franchised Business, or any spouse of an owner may, directly or indirectly, have ownership interest in, lend money or provide financial assistance to, provide services to, consult for, or be employed by a competitor operating in your former territory or the territory of any other Hi-Tech Deck business operating on the date of termination.
s. Modification of the agreement	Article 20	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	Article 20	Only the terms of the franchise agreement and other written agreements are binding (subject to state law). <i>Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.</i>
u. Dispute resolution by arbitration or mediation	§ 23.4	All disputes are resolved by arbitration in Jupiter, Florida (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 23.4, 23.6	Arbitration will take place where our headquarters is located (currently, Jupiter, Florida) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 23.3	Florida (subject to applicable state law)

For additional disclosures required by certain states, refer to Exhibit G - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Financial Results

The following chart contains historical financial performance representations of Gross Sales for one Hi Tech Deck business owned by our affiliates for the periods of January 2024 through December 2024 and January 2025 through December 2025. This location is in South Florida.

1/01/2024 through 12/31/2024

Affiliate Company: Destin Sign Company, LLC, DBA Hi-Tech Deck

Gross Sales: \$1,065,695.07

1/01/2025 through 12/31/2025

Affiliate Company: Hi Tech Deck, LLC, DBA Hi-Tech Deck (This affiliate started operating the Company-Owned Outlet in January 2025).

Gross Sales: \$505,410

Notes:

1. The foregoing data are historic financial performance representations. The Company-Owned Outlet serves Palm Beach County to Volusia County on the east coast of Florida, and Collier County to Pinellas County of the west coast of Florida and covers essentially what would be considered two (2) Territories and has been in operation since 2021. It also, however, services boats located in Monroe County, Florida, and occasionally on the West Coast of Florida, as far north as Tampa, Florida, and as far northeast as Volusia County,

Florida. There are no other material and/or operational characteristics of the company-owned outlets that are reasonably anticipated to differ materially from future operational franchise outlets.

2. “Gross Sales” means the total revenue derived from the sale of goods or services less sales tax, discounts, and returns.

The Group Measured and Number of Outlets Measured:

For 2024, no franchisee businesses were not included in the above financial performance representation, because there were no franchised businesses in operation during the entire 12-month period.

For 2025, 5 franchisee businesses were not included in the above financial performance representation, because they opened during 2025 and were not open during the entire 12-month period. 2 of these franchisee businesses that opened in 2025 closed after being open less than 12 months.

Distinguishing Characteristics:

Your Franchised Business may differ from the Company-Owned Outlet included in the preceding financial performance representation based on characteristics such as, but not limited to, the geographic area in which the Company-Owned Outlet is located and operates, the length of time operating, and size of the territory. The Company-Owned Outlet included in the above financial performance representation is located in South Florida, and specifically Palm Beach County, Florida. This Company-Owned Outlet serves Palm Beach County to Volusia County on the east coast of Florida, and Collier County to Pinellas County of the west coast of Florida and covers essentially what would be considered two (2) Territories and has been in operation since 2021. It also services boats located in Monroe County, Florida, and occasionally on the West Coast of Florida, as far north as Tampa, Florida, and as far northeast as Volusia County, Florida. The demographics and number of boats in South Florida may differ from the area where your Franchised Business will be located.

Some outlets have sold and earned this amount. Your individual results may differ. There is no assurance that you’ll sell or earn as much.

Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Except for what is included in this Item 19, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employee/team members, team members 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, Robert Litzenberger, 9293

Whippoorwill Trail, Ste 1, Jupiter, FL 33458, and (561) 900-5174, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	3	+3
Company-Owned	2023	1	1	0
	2024	1	1	0
	2025	1	1	0
Total Outlets	2023	1	1	0
	2024	1	1	0
	2025	1	4	+3

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table 3
Status of Franchised Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Florida	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	3	1	0	0	1	1
Michigan	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
South Carolina	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Totals	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	5	1	0	0	1	3

Table 4
Status of Company-Owned Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Florida	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

Table 5
Projected Openings for 2026 As Of December 31, 2025

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company- Owned Outlets in the Next Fiscal Year
Florida	0	1	0
Georgia	0	1	0
North Carolina	1	1	0
South Carolina	0	1	1
Totals	1	4	1

Current Franchisees

Exhibit H contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit F contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

Franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Hi-Tech Deck system. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit D contains our audited financial statements as of December 31, 2025, and our audited opening balance sheet as of April 30, 2025, as well as our unaudited interim financial statements as of May 31, 2026. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

- Exhibit B. Franchise Agreement
 - A. Territory
 - B. Confidentiality/Non-Competition Agreement
 - C. Electronic Funds Transfer Authorization
 - D. Guaranty
 - E. Security Agreement
- Exhibit C. Form of General Release
- Exhibit G. State Addenda to disclosure document

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Same Address
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street 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 Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	Director, Rhode Island Department of Business Regulation Same address
South Dakota	Division of Insurance 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

Franchisee: _____

Date: _____

Franchise Territory: _____

TABLE OF CONTENTS

1.	GRANT AND RENEWAL OF FRANCHISE	1
1.1	Grant of Franchise	1
1.2	Territory.....	1
1.3	Rights Reserved by Franchisor	2
1.4	Initial Term	2
1.5	Renewal Term	2
2.	INITIAL FRANCHISE FEE	3
2.1	Initial Franchise Fee	3
3.	COMMENCEMENT OF OPERATIONS.....	4
3.1	Location	4
3.2	Development.....	4
3.3	Initial Purchase of Inventory, Tools and Equipment	4
3.4	Lease	5
3.5	Government Approvals, Consents, Licenses and Registrations	6
3.6	No Guaranty of Success.....	6
3.7	Commencement of Operations.....	6
3.8	Vehicles	7
3.9	Indemnification of Franchisor.....	7
4.	OPERATIONS STANDARDS AND REQUIREMENTS	7
4.1	Manner of Operation.....	7
4.2	Confidential Operating Manual	7
4.3	Signage.....	8
4.4	Authorized Products and Services	8
4.5	Approved Supplies and Suppliers	8
4.6	Product Recalls.....	9
4.7	Computerized Software Systems	9
4.8	Maintenance and Repair; Periodic Renovation	11
4.9	Inspection and Operational Audit	11
4.10	Modifications to the System.....	11
4.11	Variance of Standards and Terms	11
4.12	Compliance with Laws, Rules and Regulations.....	12
4.13	Best Efforts; Cooperation with Franchisor	12
4.14	Products, Services, Equipment and Programs Developed by Franchisee.....	12
4.15	Business Practices	12
4.16	Legal Actions and Investigations	12
4.17	Franchisor's Right to Cure	13
4.18	Business Data.....	13
4.19	Customer Complaints	13
4.20	Evaluation and Compliance Programs	13
5.	FRANCHISEE PARTICIPATION AND SUPERVISION.....	14
5.1	Franchisee Participation and Supervision	14
5.2	Staffing Requirements	14
6.	TRAINING, PERSONNEL AND SUPERVISION STANDARDS.....	15
6.1	Initial Training Program.....	15
6.2	On-Site Training.....	15
6.3	Ongoing Training and Operating Assistance.....	16
6.4	Attendance at Meetings.....	16
6.5	No Statements by Franchisee	16
7.	PAYMENTS TO FRANCHISOR	16
7.1	Continuing Royalty Fees.....	16
7.2	Marketing Fund Fee.....	17
7.3	Gross Revenues	17
7.4	Payments to Franchisor.....	17

7.5	Interest on Late Payments and Related Fees	17
7.6	Application of Funds	18
7.7	Franchisee May Not Withhold.....	18
7.8	Automated Bank Draft	18
7.9	Security Agreement	18
8.	ADVERTISING	18
8.1	Advertising Standards.....	18
8.2	Submission of Proposed Advertisements, Identifications and Promotional Materials.....	19
8.3	Internet Advertising.....	19
8.4	Market Introduction Program; Local Marketing, Advertising and Promotion; Optional Marketing Management.....	19
8.5	Local Listing Internet Search Engine.....	20
8.6	Administration of the National Marketing Fund.....	20
9.	RECORDS, AUDITS AND REPORTING REQUIREMENTS.....	21
9.1	Bookkeeping and Accounting	21
9.2	Submission of Non-Financial Reports	21
9.3	Financial Statements	21
9.4	Financial Records and Audit.....	22
9.5	Corporate and Partnership Franchisee Requirements; Records	23
9.6	Trade Accounts.....	24
10.	INSURANCE	24
10.1	Required Insurance Coverage.....	24
10.2	No Undertaking or Representation	25
10.3	Certificates of Insurance	25
10.4	Notice of Claims and Demands	25
11.	CONFIDENTIAL INFORMATION	25
11.1	Restriction on Use of Confidential Information	25
12.	COVENANTS NOT TO COMPETE AND NOT TO SOLICIT	26
12.1	In-Term and Post-Term Covenants Not to Compete and Not to Solicit	26
12.2	Lesser Included Covenants Enforceable at Law	27
12.3	Enforcement of Covenants Not to Compete.....	27
12.3	Independent Covenants.....	27
13.	ASSIGNMENT; RIGHT OF FIRST REFUSAL	28
13.1	Assignment by Franchisor	28
13.2	Assignment by Franchisee - General	28
13.3	Assignment by Franchisee - To a Corporation Formed by Franchisee.....	29
13.4	Assignment by Franchisee - Sale to Third Party	29
13.5	Assignment by Franchisee - Transfer Upon Death or Disability.....	31
13.6	Right of First Refusal	32
13.7	No Encumbrance	33
14.	PROPRIETARY MARKS.....	33
14.1	Franchisee's Non-Ownership of Proprietary Marks	33
14.2	Acts in Derogation of the Proprietary Marks.....	33
14.3	Use and Display of Proprietary Marks	34
14.4	Required Means of Identification	34
14.5	Defense of Proprietary Marks by Franchisor	34
14.6	Prosecution of Infringers.....	35
14.7	Discontinuance or Substitution of Proprietary Marks	35
15.	RELATIONSHIP OF THE PARTIES	35
15.1	Independent Contractor	35
15.2	Indemnification.....	35
16.	DEFAULT AND TERMINATION	35
16.1	Termination by Franchisor - Automatic Termination Without Notice	35
16.2	Termination by Franchisor Upon Notice - No Opportunity to Cure.....	36
16.3	Termination by Franchisor – Fifteen and Seven Days to Cure	37
16.4	Franchisee's Failure to Pay	38

16.5	Cross Default	38
16.6	Notice Required by Law.....	38
17.	FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES	38
	ON TERMINATION OR EXPIRATION.....	38
17.1	Post-Termination Obligations	38
18.	WAIVER AND DELAY.....	41
19.	FRANCHISOR'S WITHHOLDING OF CONSENT;.....	41
	FRANCHISEE'S EXCLUSIVE REMEDY	41
20.	INTEGRATION OF AGREEMENT	41
21.	NOTICES	42
22.	MISCELLANEOUS.....	42
22.1	Construction and Interpretation; Further Acts.....	42
22.2	Severability	43
23.	COSTS OF ENFORCEMENT; ATTORNEYS' FEES; GOVERNING LAW;	43
	VENUE; ARBITRATION.....	43
23.1	Costs of Enforcement	43
23.2	Attorneys' Fees.....	43
23.3	Governing Law.....	43
23.4	Arbitration.....	43
23.5	Injunctive Relief	44
23.6	Venue.....	44
23.7	Waiver of Jury Trial.....	44
23.8	Punitive Damages.....	44
23.9	Time Limitations.....	45
24.	SURVIVAL	45
25.	SUBMISSION OF AGREEMENT	45

ADDENDA

Ownership and Management Addendum

State Addenda

EXHIBITS

Exhibit A – Territory

Exhibit B – Confidentiality/Non-Competition Agreement

Exhibit C – Electronic Funds Transfer Authorization

Exhibit D – Guaranty

Exhibit E – Security Agreement

HI-TECH DECK FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, between HI TECH DECK FRANCHISE, LLC, a Florida limited liability company, with its principal office at 9293 Whippoorwill Trail, Suite 1, Jupiter, Florida 33458 ("Franchisor," "we" or "us") and _____, a _____, whose principal address is _____ ("Franchisee" or "you").

RECITALS

WHEREAS, Franchisor (and its affiliates) has developed a system for the development and operation of a business offering sales and mobile installation of Franchisor's proprietary marine flooring product that offers safety, comfort and aesthetic value for boat owners (the "System"), under the Proprietary Marks (as defined below).

WHEREAS, the System also consists of specified signage specifications, advertising, trade practices, operating methods and procedures, various business forms, training materials, manuals, including the Hi-Tech Deck Confidential Operating Manual (the "Manual"), sales and business techniques, management control systems, and proprietary software as specified by Franchisor from time to time for use in connection with the operation of a Hi-Tech Deck business.

WHEREAS, Franchisor has acquired and owns the trade name and service mark and certain designs, commercial symbols, trade dress, phrases, logos, insignias, designs, trademarks, service marks, copyrights and other items now or hereafter owned, used or provided by Franchisor and designated in writing by Franchisor, including, "HI-TECH DECK" (the "Proprietary Marks"), for the continued use in connection with the operation of Hi-Tech Deck businesses under the System pursuant to the terms of this Agreement.

WHEREAS, Franchisee wishes to obtain the right from Franchisor to operate a Hi-Tech Deck business, and understands and accepts the terms, conditions and covenants set forth herein as those which are reasonably necessary to maintain Franchisor's high and uniform standards of quality and service designed to protect the goodwill and enhance the public image of the Proprietary Marks and recognizes the necessity of operating its Hi-Tech Deck business in strict compliance therewith, and with Franchisor's standards and specifications.

NOW, THEREFORE, the parties in consideration of the undertaking and commitments set forth in this Agreement, agree as follows:

1. GRANT AND RENEWAL OF FRANCHISE

1.1 Grant of Franchise

Subject to the provisions of this Agreement, Franchisor hereby grants to Franchisee the non-exclusive right to operate one Hi-Tech Deck business (the "Franchised Business"), and to use the names and Proprietary Marks and the System during the Term (as defined below).

1.2 Territory

Franchisee shall conduct its Franchised Business only within the defined territory specified in Exhibit A to this Agreement by a map, zip codes or written description (the "Territory"), except as otherwise expressly provided in this Agreement. During the Term of this Agreement, provided that Franchisee is in compliance with this Agreement and any other agreements with Franchisor, and subject to Section 1.3 below, Franchisor and its affiliates shall not operate a Hi-Tech Deck business or grant a franchise for the operation of a Hi-Tech Deck business within the Territory.

Franchisee shall not solicit business, market or advertise to potential customers outside of the Territory, or service customers outside of the Territory, without Franchisor's advance written consent, which Franchisor may give or withhold in its discretion, except for solicitations or marketing which are primarily targeted inside the Territory and which incidentally reach potential customers outside of the Territory. If Franchisor consents to any such activities outside of the Territory, Franchisor may, at any time thereafter, revoke its consent and Franchisee must immediately cease all such activities outside of the Territory. Notwithstanding anything in this Agreement to the contrary, in no event may Franchisee solicit business, market or advertise within another franchisee's designated territory, or service customers within another franchisee's designated territory.

Franchisor may set policies binding on all franchisees regarding soliciting, marketing, and serving customers outside of the Territory, and Franchisor may waive or modify such policies in any circumstance as Franchisor determines. If Franchisee obtains a customer in the territory of another franchisee, then, in addition to all other rights and remedies Franchisor may have, Franchisor may in its discretion (i) require Franchisee to transfer the customer to such other franchisee, or (ii) fashion such other remedy as Franchisor deems appropriate.

Franchisor may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one Hi-Tech Deck business to another. Franchisor may waive or modify such policies in any circumstance as Franchisor determines.

1.3 Rights Reserved by Franchisor

Franchisor (on behalf of itself and its Affiliates) retains all rights with respect to the System, the Proprietary Marks, the sale of products and services, anywhere in the world, including, without limitation, the right to: (a) own, operate, situate and/or license others to operate Hi-Tech Deck businesses anywhere outside the Territory, including within close proximity to the Territory's boundaries; (b) offer and sell products and services that are not part of the System through any distribution method, or are different from the products and services provided by Franchisee, within or outside the Territory; (c) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default of this Agreement (or any other agreement between Franchisor and Franchisee), or if Franchisee is incapable of meeting customer demand in the Territory (in Franchisor's reasonable opinion); (d) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if Franchisor reasonably believes that Franchisee will not properly serve such customer; and (e) sell and license others to sell Hi-Tech Deck products and services to customers in the Territory through other channels of distribution (including the internet) so long as such products and services are not provided through a Hi-Tech Deck outlet in the Territory. Franchisor and its Affiliates may engage in such wholesale or retail sales activities from, at, to, or through any wholesale or retail entities or facilities whatsoever. Franchisee understands and acknowledges that this Agreement does not grant Franchisee any rights with respect to such sales whether conducted now or in the future.

1.4 Initial Term

Unless otherwise terminated as provided for in this Agreement, this Agreement shall be effective and binding from the date of its execution by Franchisor for an initial term (the "Initial Term") of ten (10) years.

1.5 Renewal Term

Franchisee shall have the right, subject to the conditions set forth below, to renew this Agreement for two (2) additional consecutive terms of five (5) years each, upon payment of the Renewal Fee (as defined below and for each renewal term), and only if all of the conditions hereinafter set forth have been fulfilled:

1. Franchisee has fully complied with all of the provisions of this Agreement during its initial or first renewal term;

2. Franchisee, before the expiration date of this Agreement, has brought the Franchised Business into full compliance with the then-current specifications and standards then applicable for new or renewing Hi-Tech Deck businesses;
3. Franchisee has given notice of renewal to Franchisor as provided hereinafter;
4. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor under this Agreement or any other Agreement entered into between Franchisee and Franchisor and any of its affiliates, and has timely met these obligations throughout the term of this Agreement;
5. Franchisee pays the renewal fee equal to Ten Thousand Dollars (\$10,000) ("Renewal Fee");
6. Franchisee has executed, upon renewal, Franchisor's then-current form of the Franchise Agreement (with appropriate modifications to reflect the fact that the Franchise Agreement relates to the grant of the first or second renewal franchise, and therefore either reflects the right to only the second renewal term or excludes the renewal term), which Franchise Agreement shall supersede in all respects this Agreement and the terms of which may materially differ from the terms of this Agreement including, without limitation, higher and/or different or additional fees, a different Territory (which may be smaller in size), as well as other material financial and non-financial terms and conditions;
7. Franchisee has complied with Franchisor's then-current qualifications and criteria as well as training requirements as set forth by the Franchisor; and
8. Franchisee has executed a full general release, in a form prescribed by Franchisor, of any and all claims that have arisen or could have arisen against Franchisor, its subsidiaries, affiliates and their respective officers, directors, agents, shareholders and employees.

If Franchisee desires to renew this Agreement, Franchisee shall give Franchisor written notice of its desire to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the expiration of the initial or first renewal term of this Agreement. Within thirty (30) days after its receipt of such timely notice, Franchisor shall furnish Franchisee with written notice of: (1) reasons which could cause Franchisor not to accept any such renewal notice including, but not limited to, any deficiencies which require correction and a schedule for correction thereof by Franchisee; and (2) Franchisor's then-current requirements for Hi-Tech Deck businesses and a schedule for effecting upgrading or modifications to the Franchised Business in order to bring it into compliance therewith, as a condition of renewal. Renewal of the franchise shall be conditioned upon Franchisee's compliance with such requirements and continued compliance with all the terms and conditions of this Agreement up to the date of expiration of the initial or first renewal term.

Franchisor shall give Franchisee written notice of its election not to renew the franchise at least thirty (30) days prior to the expiration of the initial or first renewal term of this Agreement. Such notice shall specify the reasons for nonrenewal.

2. INITIAL FRANCHISE FEE

2.1 Initial Franchise Fee

In consideration of the execution of this Agreement by Franchisor, Franchisee agrees to pay Franchisor an Initial Franchise Fee of Fifty Thousand Dollars (\$50,000). The Initial Franchise Fee is payable upon Franchisee's execution of this Agreement and shall be paid by wire transfer. The Initial Franchise Fee is deemed fully earned by Franchisor upon receipt and is not refundable under any circumstances.

3. COMMENCEMENT OF OPERATIONS

3.1 Location

Franchisee shall lease or acquire a location that is at least 2,500 square feet for Franchisee's Franchised Business ("Location") that is open to the public. If, at the time this Agreement is executed, a Location is not identified or obtained by Franchisee and approved by Franchisor, Franchisee will lease or acquire a Location within thirty (30) days after the date of this Agreement. The lease for the Location shall be subject to Franchisor's approval. The Location shall be within the Territory and approved by Franchisor. If Franchisor does not communicate its consent or disapproval of the proposed site for the Location to Franchisee within twenty (20) business days following Franchisor's receipt of all information requested by Franchisor to evaluate the site, the proposed site for the Location will be deemed approved by Franchisor as the Location hereunder. You acknowledge that our identification of, consent to, or acceptance of a site for the Franchised Business does not constitute a guarantee, recommendation, assurance or endorsement as to the success, profitability or income, if any, of the site or the Franchised Business.

Franchisor does not select the location of the Franchised Business. Franchisor may assist Franchisee in its efforts to select a suitable Location within the Territory, but Franchisee understands and agrees that it will remain the ultimate responsibility of Franchisee to select and choose the Location. Franchisor strongly suggests that Franchisee seek the advice of a real estate professional familiar with the market in which Franchisee will be located and the relevant laws.

Franchisee cannot relocate the Franchised Business to another location without first obtaining Franchisor's written approval, which may be withheld for any reason. Any relocation will be at Franchisee's sole expense. All leases, subleases or other agreements that Franchisee enters into to relocate the Franchised Business must conform to the provisions of this Agreement.

3.2 Development

Franchisee shall construct (or remodel) and finish the Location in conformity with Franchisor's then-current specifications and standards. The Location must also be climate controlled and have a dedicated office space. Franchisee agrees, at its expense, to make all leasehold improvements and install all fixtures, furniture, signs and equipment at the Location required to comply with Franchisor's current requirements and specifications. If construction work is required at the Location, Franchisee agrees, at its expense, to employ licensed contractors, architects, designers, engineers or others as necessary to complete, adapt or modify the layout, plans and specifications for the Location. Franchisor will have the right, but not the obligation, to conduct a final inspection of the completed Location. Franchisor may require any corrections and modifications it considers necessary to bring the Location into compliance with the plans and specifications approved by Franchisor. Franchisee shall promptly correct any unauthorized variance from the approved plans and specifications.

3.3 Initial Purchase of Inventory, Tools and Equipment

Franchisor will designate, in its Manual or otherwise, the amount and nature of the opening inventory of any products, supplies, equipment, materials and services required to be purchased by Franchisee for the operation of the Franchised Business, which Franchisee shall purchase from Franchisor (or its designee) if Franchisor offers such products. Franchisee agrees to purchase the required opening inventory before the commencement of operations of the Franchised Business.

Franchisee shall purchase the initial package of marine decking installation and fabrication tools and equipment, and marine decking inventory, from Franchisor or its affiliate within thirty (30) days from the date of this Agreement. Franchisee's failure to timely purchase the initial package of marine decking installation and fabrication tools and equipment, and initial marine decking inventory from Franchisor or its affiliate within thirty (30) days from the date of this Agreement shall constitute a default under this Agreement, and Franchisor may, in its discretion, terminate this Agreement without providing Franchisee any opportunity to cure. Franchisee shall pay any and all freight and shipping fees charged by Franchisor

for each shipment.

You acknowledge and agree that we shall not be responsible for any delays in the manufacturing or shipment of the tools, equipment or decking, or any other delays in the delivery of same to you due to circumstances beyond our control.

3.4 Lease

A. If requested by Franchisor, Franchisee must submit the proposed lease to Franchisor for written approval, and the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement. Franchisee shall provide to Franchisor a copy of the signed lease agreement for the Location ("Lease").

B. With regard to any such Lease, Franchisee shall not create any obligations on behalf of Franchisor, grant any rights against Franchisor or agree to any other term, condition, or covenant which is inconsistent with any term of this Agreement.

C. The Lease, if applicable, must provide that:

(i) After the expiration or termination of the Franchise Agreement for any reason, Franchisor shall have the option for thirty (30) days to cure any defaults; at Franchisor's election, either to assume the obligations of and replace Franchisee as the lessee under the Lease, or to have another franchisee assume the obligations of and replace Franchisee as the lessee under the Lease; and, if Franchisor has assumed the obligations of and replaced Franchisee as the lessee under the Lease, to reassign the Lease to another franchisee, all of which have been previously consented to by the lessor or sublessor;

(ii) The lessor or sublessor will furnish to Franchisor written notice specifying any default by the Franchisee and the method of curing the default; allow Franchisor thirty (30) days after receipt of the notice to cure the defaults (except that if the default is the non-payment of rent, Franchisor will have only fifteen (15) days from receipt of notice to cure the default); and, allow Franchisor to exercise its option for Franchisor or another franchisee to succeed to Franchisee's interest in the Lease;

(iii) The lessor or sublessor will accept Franchisor or another franchisee designated by Franchisor as a substitute tenant under the Lease upon notice from Franchisor that it is exercising its option for Franchisor or another franchisee to succeed to Franchisee's interest in the Lease and/or to reassign the Lease to another franchisee following Franchisor's assumption of obligations under the Lease;

(iv) The lessor or sublessor acknowledges that Franchisee alone is responsible for all debts, payments and performances under the Lease before Franchisor or another franchisee takes actual possession of the premises and lessor or sublessor shall not require Franchisor to satisfy any past-due obligations of Franchisee as a condition of assignment to Franchisor;

(v) The lessor will promptly provide Franchisor with copies of all proposed modifications or amendments as to a change in the permitted use or tradename and true and correct copies of the executed modifications and amendments; and

(vi) Following the expiration or termination of the Franchise Agreement for any reason, Franchisor may enter the premises to remove its Proprietary Marks and other proprietary property or property containing the Proprietary Marks.

D. Franchisee's failure to pay rent when due under the Lease shall be deemed a material breach of this Agreement.

3.5 Government Approvals, Consents, Licenses and Registrations

It will be Franchisee's sole responsibility to promptly seek and obtain all governmental and quasi-governmental approvals, consents, licenses and registrations required to open and operate the Franchised Business. Franchisee undertakes to use all possible efforts to obtain all required approvals, consents, licenses and registrations. Franchisor makes no representation or warranty of any kind that Franchisee will be able to obtain all required approvals, consents, licenses and registrations.

3.6 No Guaranty of Success

Franchisee acknowledges that any advice or assistance by Franchisor regarding site selection of the Location, its identification, proposal or suggestion of any location are not meant to be relied on or construed in any way as a representation, express or implied warranty, or any other indicia of the prospective profitability, success, viability or merit of any Location, the Territory or the Franchised Business. Franchisor makes no representations about the merits, practicality or feasibility of the Location or the Territory whatsoever.

3.7 Commencement of Operations

A. Franchisee shall commence operation of the Franchised Business within 120 days from the date of this Agreement.

B. Before commencing operations, Franchisee agrees to fulfill all the pre-opening obligations called for by this Agreement including (but not limited to) its obligations to:

1. Purchase the initial package of marine decking installation and fabrication tools and equipment, and marine decking inventory from Franchisor or its affiliate within 30 days from the date of this Agreement, and purchase such other products and supplies as required by Franchisor;
2. Have Franchisee or its designated Manager attend and satisfactorily complete the initial training requirements Franchisor prescribes for the Franchised Business under this Agreement;
3. Procure a lease (if Franchisee elects) for the Franchised Business and build out and equip in accordance with Franchisor's standards and specifications;
4. Have a service vehicle approved for use in the operation of the Franchised Business wrapped or graphics package applied in accordance with Franchisor's specifications;
5. Purchase and install all required software and computer systems;
6. Obtain all required zoning and other permits, licenses and registrations required for the Franchised Business;
7. Employ and train the Manager, if applicable, and any other staff required to operate the Franchised Business;
8. Pay all amounts then due to Franchisor;
9. Provide Franchisor with the evidences of insurance coverage required under this Agreement;
10. Do all other acts necessary to make the Franchised Business ready to begin operations; and

11. Obtain Franchisor's written approval to open, which will not be unreasonably withheld.

3.8 Vehicles

Franchisee must use one or more vehicles for the Franchised Business. Franchisee shall ensure that all vehicles comply with Franchisor's specifications, including without limitation, required equipment and exterior wrap or graphics package. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that the vehicles present a first-class image appropriate to the System.

3.9 Indemnification of Franchisor

Franchisee will be solely responsible for the acts, errors or omissions of itself, its general contractor, its architects, designers, engineers and others regarding the construction and buildout of the Location (if any). Franchisor will have no responsibility or liability for the acts, errors or omissions of Franchisee, its general contractors, architects, designers, or engineers. Franchisor will not be liable for any loss or damage arising from the construction, design or plan of the Location, whether because of its approval of plans and specifications or for any other reason. Franchisee agrees to indemnify Franchisor for any loss, cost or expense, including attorneys' and experts' fees, which Franchisor sustains because of the acts, errors or omissions of Franchisee, its contractors, architects, designers, or engineers arising out of or related to the design, construction or outfitting of the Location, whether or not approved by Franchisor.

4. OPERATIONS STANDARDS AND REQUIREMENTS

4.1 Manner of Operation

Franchisee agrees that it will operate the Franchised Business at all times in strict compliance with the System, including all standards, procedures and policies Franchisor from time to time establishes in its Manual or otherwise, as though specifically set forth in this Agreement. Franchisee agrees to offer and sell all products, services and programs, and disseminate to the public all promotional and other materials, which are specified by Franchisor and made part of the System.

4.2 Confidential Operating Manual

During the term of this Agreement, Franchisor shall loan Franchisee one (1) copy of its confidential operating manual (the "Manual"), which may consist of multiple volumes of printed text, electronic access, e-mails, and other hand-outs. At Franchisor's option, the Manual may be provided by the Internet or by other electronic means. The Manual contains Franchisor's mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by Franchisor for Hi-Tech Deck businesses. Franchisee agrees to operate its Franchised Business in strict compliance with the operational systems, procedures, policies, methods and requirements prescribed from time to time in the Manual. Franchisor shall have the right to add to and otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor for Hi-Tech Deck businesses. All additions to, deletions from or revisions of the Manual, will be deemed a part of the Manual, and will become binding on Franchisee as if originally set forth in the Manual, upon being delivered to Franchisee. Franchisee agrees to immediately adopt and use the products, services, programs, materials, standards, specifications, policies, methods, procedures and techniques set forth in modifications or supplements to the Manual.

The Manual shall at all times remain the sole property of Franchisor and shall promptly be returned upon expiration or termination of this Agreement. Franchisee agrees that it, its agents, independent contractors, and employees will treat the Manual and the information contained in it as confidential; use all reasonable efforts to maintain this information as secret and confidential; at no time copy, duplicate, record

or otherwise reproduce the Manual or supplements to the Manual, in whole or in part; and, not otherwise make the Manual, supplements to the Manual or information in them available to any unauthorized person. Franchisee shall have its employees who have access to the Manual or any other confidential information of Franchisor, to sign, at the time of employment, a Confidentiality/Non-Compete Agreement in a form substantially the same as the one attached hereto as Exhibit B.

Franchisee agrees to ensure at all times that its copy of the Manual is current and up-to-date. If there is any dispute as to Franchisee's compliance with the provisions of the Manual and any supplements to the Manual, the master copy of the Manual maintained by Franchisor (including its additions, deletions, or revisions) shall control.

4.3 Signage

All signage identifying the Franchised Business shall conform to Franchisor's criteria as to type, color, size, design and location as specified in the Manual or otherwise. All signage must be approved in writing by Franchisor before they are displayed.

4.4 Authorized Products and Services

Franchisee shall not offer or sell any product or service from or through the Franchised Business except those that Franchisor authorizes. Franchisee shall offer all products and services, from time to time prescribed by Franchisor in the Manual or otherwise in writing. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable standards and specifications. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Franchisor may require.

4.5 Approved Supplies and Suppliers

We require you to purchase certain equipment, supplies and other products and services from us and third party vendors we approve or designate, which may include our affiliates. We require you to purchase other products, equipment and services by brand name or specification, from vendors of your choice. These products, vendors and specifications are identified periodically in the Manual, or in notices from us, but may be changed or modified from time to time as we deem necessary.

We will furnish you with a list of approved and/or designated manufacturers, suppliers and distributors and approved products, equipment, signs, stationary, supplies and other items or services necessary to operate the Franchised Business. You must only use approved products, services, inventory, equipment, signs, advertising materials, trademarked items and novelties, and other items or services (collectively, "approved supplies") in connection with the operation of the Franchised Business as set forth in the approved supplies and approved suppliers lists, as we may amend from time to time as we deem necessary.

You acknowledge and agree that in purchasing or leasing products, supplies, equipment, materials, services or other approved items (including, without limitation, any required tools, equipment and decking) from us or suppliers approved or designated by us, including our affiliates, **WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF SAME, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR ANY INTENDED PURPOSE. YOU AGREE TO LOOK SOLELY TO THE MANUFACTURER OR SUPPLIER OF SAME IN THE EVENT OF ANY DEFECTS THEREIN.** Franchisor shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any approved or required vendor, including without limitation defects, delays, or unavailability of products or services. In addition, we disclaim any liability arising out of or in connection with the services rendered or products furnished by any supplier approved or designated by us. Our approval or consent to any services, goods, suppliers, or any other individual, entity or any item shall not create any liability to us.

You acknowledge and agree that we and/or our affiliates will be the only supplier of the decking and may be the only supplier of the tools and equipment, as well as other items, and that the cost of such items may be higher than the cost of the same or similar items that may be purchased elsewhere. You further acknowledge and agree that certain other approved supplies, products or services may only be available from one source, and we or our affiliates may be that source, and that the cost of such supplies, products and/or services may be higher than the cost of the same or similar supplies, products and/or services that may be purchased elsewhere. You also acknowledge that we and/or our affiliates will make a profit on the sale of the decking, tools and equipment, and such other supplies, products and/or services to you. You further understand and agree that we and/or our affiliates may from time to time receive consideration from manufacturers, suppliers, vendors and/or other third parties with respect to the sale of products or services to you. You agree that we and/or our affiliates shall be entitled to any such consideration and/or profits. We may implement a centralized purchasing system.

We agree that we will use our reasonable efforts to fulfill or to cause our affiliates to fulfill your orders for supplies, products and/or services you are required to purchase from us or our affiliates. However, neither we nor our affiliates shall be liable to you in the event that we or our affiliates are not able to fulfill an order for supplies, products and/or services placed by you.

The cost of any supplies, products and/or services purchased from us or our affiliates shall be based on the price then in effect, as set forth and identified from time to time in our confidential published price lists, in the Manual, or through other written communications.

You must notify us in writing if you want to offer for sale through the Franchised Business any brand of product or any services, or to use in the operation of the Franchised Business any brand of material, item or supply that is not then approved by us, or to purchase any product from a supplier that is not then designated by us as an approved supplier, for our review and written approval. If requested by us, you must submit samples and any other information as we may require for testing or to otherwise determine whether the product, material or supplies, or the proposed supplier meets our specifications and quality standards. You will be responsible for all costs associated with such testing. If we do not communicate to you our written approval of the proposed supplier or product within sixty (60) days following our receipt of all the information and samples we request, the proposed supplier or product will be deemed unapproved. The supplier may be required to sign a supplier agreement. We may revoke approval of a previously approved item, service or supplier at any time and in our sole discretion, upon written notice.

Along with a number of other general approval criteria, in approving a proposed supplier we consider the proposed supplier's ability to provide quality product and/or services in conformity with our specifications, prices, terms, ability to provide product and/or services to all Hi-Tech Deck businesses, reputation, years in business, financial strength as well as other factors, in making our decision as to whether to approve or not approve a supplier.

4.6 Product Recalls

If Franchisor or any vendor, supplier, or manufacturer of an item used or sold in the Franchised Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Franchisor or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

4.7 Computerized Software Systems

Prior to the commencement of operations of the Franchised Business, Franchisee agrees to purchase and install, at Franchisee's expense, the computerized software programs and systems required by Franchisor ("Software Systems"), associated computer hardware, required dedicated telephone and power lines, modem(s), printer(s), and other related accessories or peripheral equipment which Franchisor specifies in its Manual or otherwise.

Franchisee agrees to provide any assistance required by Franchisor to bring its Software Systems on line with Franchisor's system at the earliest possible time. Franchisee expressly affirms and agrees that Franchisor will thereafter have the free and unfettered right to retrieve such data and information from Franchisee's Software Systems as Franchisor, in its sole and exclusive judgment, deems necessary, desirable or appropriate, at such intervals as Franchisor determines in its sole and exclusive judgment. Franchisee agrees to accurately, consistently and completely record, structure, capture and provide through the computerized Software Systems all information concerning the operation of the Franchised Business as Franchisor requires, in the form and at the intervals that Franchisor requires (in its Manual or otherwise). Franchisor shall not be responsible or liable to Franchisee for any interruptions, errors, worms, viruses, or program limitations that may occur with the Software Systems.

Franchisee agrees to bear the sole cost of the foregoing items to be installed or purchased and activities to be accomplished by Franchisee, and the delivery and installation costs of all hardware and software.

To ensure full operational efficiency and communication capability between Franchisor's system and Franchisee's Software Systems, Franchisee agrees, at its expense, to keep its system in good maintenance and repair. Franchisee further agrees to use, at its expense, only Franchisor's designated vendors that are specified in the Manual or otherwise to perform any such maintenance and repairs.

Franchisee understands that as technology and/or software is developed in the future, Franchisor may, in its sole discretion, mandate that Franchisee add memory, ports, accessories, peripheral equipment and/or additional, new or substitute software. Franchisee also understands and agrees that, as designs and functions change periodically, Franchisor may be required to make substantial modifications to its specifications, or to require installation of entirely different systems (during the term of this Agreement or upon renewal thereof). Franchisee agrees to install at its own expense such additions, changes, modifications, substitutions and/or replacements to its hardware, software, telephone lines and power lines and other related facilities as Franchisor directs, on those dates and within those times specified by Franchisor in its sole discretion, as set forth in its Manual or otherwise. Franchisee shall pay the service or maintenance fees charged by Franchisor or its designated vendor in connection with the Software Systems required by Franchisor, as stated in the Manual or otherwise.

If Franchisor designates certain computer software that is owned or licensed by Franchisor (an affiliate or a designee) to be used in the operation of the Franchised Business ("Proprietary Software"), Franchisee shall, at Franchisor's request, license or sublicense such software from Franchisor or its designee and enter into a software (sub) license agreement on Franchisor's or such designee's then-current form of software (sub) license agreement. Franchisee shall also pay to Franchisor or its designee an initial and/or continuing fee for the use of such Proprietary Software, in an amount determined by Franchisor or Franchisor's designated third-party vendor. Franchisee shall purchase any upgrades, enhancements or replacements to the Proprietary Software as required by Franchisor. Franchisee must incorporate any required modifications or additions upon written notice by Franchisor and within such time period as stated in the notice.

Franchisor will provide Franchisee with, or require Franchisee to use Franchisor's designated vendor to obtain, e-mail addresses with the hitechdeck.com domain name for Franchisee's use solely in connection with the operation of the Franchised Business only, and for no other purpose. Franchisee acknowledges and agrees that it will not own these e-mail addresses or domain name and its rights to use such e-mail addresses will immediately cease upon the expiration or termination of this Agreement. Franchisee agrees to pay Franchisor the then-current fees charged by Franchisor's designated vendor, as set forth in the Manual or otherwise, for each e-mail address assigned to Franchisee.

Franchisee further agrees to use, at its expense, such internet, telephone/cell phone and e-mail services as Franchisor may require in connection with the operation of the Franchised Business and to use only those vendors designated by Franchisor, as set forth in the Manual or otherwise. Franchisee shall pay

the service or maintenance fees charged by Franchisor or its designated vendor for such internet, telephone/cell phone and/or e-mail services, as stated in the Manual or otherwise.

4.8 Maintenance and Repair; Periodic Renovation

At all times during the term of this Agreement, Franchisee agrees that it shall maintain the interior and exterior of its Location, and to keep and maintain all products, premises, equipment, furniture, decorations, signs and appurtenances in or at the Location in the highest degree of cleanliness, maintenance, condition and repair. Franchisee may make no material alteration, addition, replacement or improvement in or to the interior or exterior of the Location without the prior written consent of Franchisor.

Franchisor shall have the right to require Franchisee to periodically renovate, refurbish and update the Location to ensure that it is in substantial conformity with Franchisor's then-current storefront design (if any). Franchisee agrees that it shall renovate, refurbish and update the Location in accordance with any such standards and specifications then prescribed by Franchisor, from time to time as Franchisor deems necessary.

4.9 Inspection and Operational Audit

Franchisee agrees that Franchisor, or any of Franchisor's authorized agents or representatives, may at any time during normal business hours conduct an operational audit of the Franchised Business, either at Franchisee's offices or other location where its business records relating to the Franchised Business are located, and may inspect at any time the Location, to determine compliance with this Agreement and with Franchisor's policies, procedures, programs, standards, specifications and techniques as set forth in its Manual or elsewhere.

The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Franchisor may videotape and/or take photographs of the evaluation. Franchisor may set a minimum score requirement for evaluations, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting Franchisor's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If Franchisor conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any standards by Franchisee (including following up a previous failed evaluation), then Franchisor may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

4.10 Modifications to the System

Franchisee understands and agrees that the System must not remain static if it is to meet presently unforeseen changes in services, technology, competitive circumstances, market conditions and customer needs and to best serve the interests of Franchisor, Franchisee, and the System. Franchisee, therefore, agrees that Franchisor may from time to time change the components of the System, including, but not limited to, altering the products, services, programs, methods, standards, forms, policies and procedures of the System; adding to, deleting from or modifying those products, services and programs which Franchisee's Franchised Business is authorized to offer or provide; and, changing, improving, modifying, adding to or deleting from the Proprietary Marks. Subject to the other provisions of this Agreement, Franchisee agrees to abide by any of these modifications, changes, additions, deletions and alterations at Franchisee's own expense.

4.11 Variance of Standards and Terms

Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right, as it may consider in the best interests of all concerned, to vary standards for any franchisee based on any condition which Franchisor considers important to the successful operation of any franchisee's Hi-Tech Deck business. Franchisee will

have no right to require Franchisor to disclose any such variation to Franchisee or to grant Franchisee the same or a similar variation under this Agreement. Franchisee shall have no recourse against Franchisor on account of any variation from standard specifications and practices granted to any franchisee and shall not be entitled to require Franchisor to grant Franchisee a like or similar variation under this Agreement.

4.12 Compliance with Laws, Rules and Regulations

Franchisee agrees to operate the Franchised Business in strict compliance with all applicable laws, rules, regulations and ordinances of all governmental authorities; comply with all applicable wage, hour and other laws and regulations of federal, state and local governments; prepare and file all necessary tax returns; and, pay all taxes imposed on or required to be paid by Franchisee related to the Franchised Business. Franchisee agrees that it will be responsible for compliance with all applicable laws, rules and regulations, including, without limitation, the Americans with Disabilities Act, federal, state and local tax codes as well as all applicable United States immigration laws.

Franchisee shall obtain all required licenses, certificates, permits and other required forms of governmental approval relating to the operation of your Franchised Business; shall maintain such licenses, certificates and permits in full force and effect and good standing throughout the term of this Agreement. Franchisee shall take prompt and effective action to correct any violation set forth in a notice issued by any governmental or municipal authority concerning such licenses and permits.

4.13 Best Efforts; Cooperation with Franchisor

Franchisee agrees to use its best efforts to develop and expand the market for the services offered by the Franchised Business and to cooperate fully with Franchisor in accomplishing the purposes of this Agreement.

4.14 Products, Services, Equipment and Programs Developed by Franchisee

Franchisee irrevocably and permanently licenses to Franchisor for incorporation in the System and use by Franchisor, its affiliates and (if Franchisor determines) other franchisees, all of the following if developed by or on behalf of Franchisee in conjunction with or related to the Franchised Business: products, equipment and programs; related products and services (including, without limitation, any computer software); sales, marketing and promotional programs and campaigns; and any techniques and procedures relating to or regarding the operation of a Hi-Tech Deck business. Franchisee agrees that Franchisor, its affiliates and franchisees will not be liable to Franchisee in any manner, whether for compensation or otherwise, as a consequence of this license.

4.15 Business Practices

Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Franchisor. Franchisee shall not take any action which may injure the goodwill associated with the Proprietary Marks.

4.16 Legal Actions and Investigations

Franchisee shall promptly notify Franchisor of any legal actions or threatened legal action by any customer, governmental authority, or other third party against Franchisee or the Franchised Business, or otherwise involving the Franchisee or the Franchised Business. Franchisee shall provide such documents and information related to any such legal action or claims as Franchisor may request.

4.17 Franchisor's Right to Cure

If Franchisee breaches or defaults under any provision of this Agreement, Franchisor may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Franchisor Franchise for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

4.18 Business Data

All customer data and other non-public data generated by the Franchised Business is Confidential Information and is exclusively owned by Franchisor. Franchisor hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Franchised Business for the term of this Agreement. Upon termination or expiration of this Agreement, Franchisee shall provide all such data to Franchisor.

4.19 Customer Complaints

Franchisee shall use its best efforts to promptly resolve any customer complaints. Franchisor may take any action it deems appropriate to resolve a customer complaint regarding the Franchised Business.

4.20 Evaluation and Compliance Programs

Franchisee shall participate at its own expense in programs required from time to time by Franchisor for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Franchisor shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Franchisor for such programs. Franchisor may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

4.21 Minimum and Maximum Pricing

Franchisor may, at its sole option, and where legally permitted, from time to time establish minimum and/or maximum prices below or above which Franchisee may not offer and sell products and/or services under this Agreement (and Franchisor shall likewise have the right from time to time to revise or eliminate any such minimum or maximum prices at its sole option). Franchisee agrees to adhere to any such price requirement imposed by Franchisor. Franchisor may, at its sole option, advertise specific products or services as for sale throughout the System at such maximum prices "or less."

In addition, or alternatively, Franchisor may from time to time suggest prices for products or services offered and sold by Franchisee at the Franchised Business. Franchisor and Franchisee agree that any list or schedule of such prices suggested by Franchisor will be recommendations only and shall not be mandatory on Franchisee unless Franchisor expressly labels any or all of such prices as a minimum or maximum price (as provided above). Franchisee understands and agrees that Franchisor's suggested or minimum or maximum prices, fees, discounts, markups or margins may or may not increase or optimize the revenues or profitability of the Franchised Business.

Franchisee agrees to inform Franchisor of all prices charged for products and services sold by Franchisee and promptly inform Franchisor of any new prices it establishes.

Franchisee may not perform, render or offer any products, services or programs, or sell, dispense, give away or provide any products bearing the Proprietary Marks, except by sales by and through the Franchised Business, without Franchisor's prior written consent. Franchisee may not engage in any barter or exchange transactions.

5. FRANCHISEE PARTICIPATION AND SUPERVISION

5.1 Franchisee Participation and Supervision

A. If Franchisee is an entity, you must have an Operating Partner who has the authority to, and does, in fact, actively direct your business affairs in regard to the Franchised Business. The Operating Partner must have a minimum 5% equity interest in the franchise. If Franchisee will not be overseeing the day-to-day business affairs of the Franchised Business, then Franchisee must have a competent Manager to manage the Franchised Business at all times during the term of this Agreement.

B. Franchisee shall inform Franchisor in writing as to the identity of its Operating Partner and, if applicable, the Manager and any successors on the Ownership and Management Addendum attached to this Agreement. Franchisor must approve in writing the Operating Partner, which approval Franchisor may withhold for any reason whatsoever. The Operating Partner and Manager must be readily and continuously available to Franchisor and must attend and successfully complete the Initial Training Program to Franchisor's satisfaction.

C. Should any actions (or inactions) of your Manager or Operating Partner cause the individual to fail to meet our standards and qualifications or should the action (or inaction) bring or tend to bring any of the Proprietary Marks into disrepute or impair or tend to impair your or your Franchised Business's reputation or the goodwill of the Proprietary Marks, your Franchised Business or the System, we have the right to require that you replace the Operating Partner or Manager with an individual who meets our standards and qualifications within thirty (30) days. The Manager and Operating Partner must ensure that the Franchised Business is operated in accordance with the terms and conditions of this Agreement, although this in no way relieves you of your responsibilities to do so.

D. If Franchisee is licensed to operate more than one Hi-Tech Deck business, it agrees to devote the amount of its time and attention to the performance of its duties under this Agreement that is necessary for the proper and effective operation of the Franchised Business.

E. Upon the death, disability or termination of employment of Franchisee's designated Operating Partner or Manager, Franchisee agrees to immediately notify Franchisor in writing. Franchisee agrees to designate a successor or acting Operating Partner or Manager no later than ten (10) days following the death, disability or termination of the predecessor Operating Partner or Manager. Each successor Operating Partner must be approved by Franchisor, and may be required to attend and successfully complete reasonable training at the times Franchisor specifies. This training will be at Franchisee's sole expense.

5.2 Staffing Requirements

Franchisee agrees to employ a sufficient number of competent and trained employees to ensure efficient operation of the Franchised Business. No employee of Franchisee will be deemed to be an employee of Franchisor for any purpose whatsoever. Franchisee shall wear, or cause its Manager or other staff to wear, while operating the Franchised Business any uniforms or other attire required by Franchisor to maintain the standards of appearance established by Franchisor in its Manual or otherwise.

Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Franchisor are not joint employers, and no employee of Franchisee will be an agent or employee of Franchisor. Within seven (7) days of Franchisor's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not Franchisor) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Proprietary Marks on any of these documents.

Franchisee shall ensure that at all times only employees who have completed all required training are those that provide the services of the Franchised Business. This is strictly enforced due to safety concerns in operating the machines. Franchisor may terminate the Franchise Agreement without opportunity to cure if an employee who is not properly trained to operate the machines does so.

6. TRAINING, PERSONNEL AND SUPERVISION STANDARDS

6.1 Initial Training Program

You must, at your expense, comply with all of the training requirements we prescribe for the Franchised Business. We will make an Initial Training Program available to Franchisee (or, if Franchisee is an entity, the Operating Partner) and your designated Manager (if any) at Franchisor's headquarters and/or a Hi-Tech Deck business designated by Franchisor. Franchisee (or, if Franchisee is an entity, the Operating Partner (defined in Section 5.1 above)) must attend, and if Franchisee has a designated Manager who will manage the day-to-day business affairs of the Franchised Business, then the designated Manager must also attend. Franchisee shall be solely responsible for all expenses and costs incurred, including, without limitation, wages, travel, lodging, and subsistence expenses of those persons attending the training.

The Initial Training Program must be successfully completed by Franchisee (or, if Franchisee is an entity, the Operating Partner) and, if applicable, Franchisee's designated Manager, within sixty (60) days from the date of this Agreement. Franchisor may determine the length or portion of the Initial Training Program that Franchisee, and/or its designated Manager, is required to attend based on such individual's experience and role in the day-to-day operation of the Franchised Business. Franchisor will determine and notify Franchisee of the date of commencement of the Initial Training Program.

If Franchisor reasonably concludes that Franchisee (or, if Franchisee is an entity, the Operating Partner) or Franchisee's designated Manager (if applicable) has failed to attend or successfully complete Franchisor's Initial Training Program, then that person may re-enroll in Franchisor's next scheduled Initial Training Program at an additional charge of no more than \$1,000.00 per person, per day, as then stated in the Manual. Franchisee will be required to pay all expenses incurred by Franchisor in connection with such training, including, but not limited to, travel, transportation, meals, lodging and other living expenses. Franchisee will also be responsible for all expenses and costs incurred, including, without limitation, wages, travel, lodging, and subsistence expenses of those persons attending the training.

Franchisee is responsible for training all replacement Operating Partners, Managers and all other employees. However, if Franchisee cannot, for some reason, train a replacement Operating Partner or Manager and such new Operating Partner or Manager must attend the Initial Training Program, or if Franchisor otherwise requires, in its discretion, a new Operating Partner or Manager to attend the Initial Training Program, then Franchisor will charge Franchisee a fee as then stated in the Manual, but not to exceed \$5,000 per person, and must successfully complete it to Franchisor's satisfaction,

Franchisor reserves the right to determine the duration and subject matter of its training programs.

6.2 On-Site Training

Franchisor will have a representative provide on-site opening training and assistance to Franchisee shortly before and/or after the opening of the Franchised Business for a period of approximately five (5) days. The timing and duration of such training and assistance will be in Franchisor's discretion and based on Franchisor's availability.

Franchisor will not be obligated to provide any additional on-site training or assistance beyond the Initial Training Program, but if it elects to do so, it will charge Franchisee its then-current fees for each day of additional on-site training or assistance it agrees to provide, which fee will not exceed \$750 per day. In addition to the fees imposed by Franchisor, Franchisee shall also pay all expenses incurred by Franchisor in connection with the additional on-site training, including, but not limited to, travel, transportation, meals, lodging and other living expenses.

6.3 Ongoing Training and Operating Assistance

Franchisor may require Franchisee (or, if Franchisee is an entity, the Operating Partner) and/or, if applicable, the designated Manager to attend mandatory refresher or additional training programs at Franchisor's corporate headquarters (or other location designated by Franchisor) on an annual basis, and may, from time to time, require Franchisee (or, if Franchisee is an entity, the Operating Partner) and/or, if applicable, the designated Manager to attend webinars or other online, web-based training or courses. Franchisor will charge Franchisee its then-current fees for this training (unless a webinar or online training or course), which will not exceed \$750.00 per person, per day. Franchisee will also be responsible for and must pay all costs and expenses for Franchisee and Franchisee's employees, including, but not limited to, the salaries, travel, accommodation and related costs for all persons associated with Franchisee who attend these training programs. Franchisor shall, in its sole discretion, provide such training to Franchisee or to Franchisee's personnel at such times and places and for such duration as Franchisor deems necessary.

If Franchisor decides not to require Franchisee (or, if Franchisee is an entity, the Operating Partner) to attend an additional training or refresher program such decision will not be indicative of Franchisor's approval or disapproval of Franchisee's operational performance.

We may furnish you such assistance in connection with the operation of the Franchised Business as we may from time to time deem appropriate in our sole discretion. This assistance may, but is not required to be provided by us in person, by telephone, e-mail, the internet, or through any other means as we deem appropriate. There is no particular type of assistance that is required to be provided by us at any time or on an ongoing basis.

You understand and agree that all advice and guidance provided by us is gratuitous and is only supportive of the operation of the Franchised Business and that the overall success of the Franchised Business is primarily dependent upon your business abilities and efforts.

6.4 Attendance at Meetings

Franchisee (or, if Franchisee is an entity, the Operating Partner) must attend, at Franchisee's expense, all meetings, conferences, conventions or otherwise that Franchisor may hold or sponsor, including, but not limited to, a mandatory annual franchise conference, and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training, management, sales or sales promotion or any other topics related to the operation of the Franchised Business. Franchisor will charge a fee for the annual franchise conference, which fee will depend on the actual cost of the convention. Franchisee will also be responsible for its travel expenses, including airfare, transportation, lodging and meals.

6.5 No Statements by Franchisee

Franchisee agrees to make no statements or comments without Franchisor's prior written approval to any media representative or any other third party (except for persons considering purchasing a Hi-Tech Deck franchise) relating to the contents of this Agreement, Franchisor or any affiliate.

7. PAYMENTS TO FRANCHISOR

7.1 Continuing Royalty Fees

In consideration of Franchisor's grant to Franchisee of a license to use the Proprietary Marks and System, Franchisee agrees to pay to Franchisor a monthly Continuing Royalty Fee equal to seven percent (7%) of Gross Revenues. The Continuing Royalty Fee for any given month is due on the 15th day of the following month.

7.2 Marketing Fund Fee

Franchisor has the right to establish and administer a national marketing fund (the “National Marketing Fund”) for the marketing (including advertising, promotion, public relations and other marketing tools) of Hi-Tech Deck businesses as Franchisor may deem necessary or appropriate. If Franchisor establishes a National Marketing Fund, Franchisee shall contribute to the National Marketing Fund on a monthly basis an amount not greater than two percent (2%) of Gross Revenues (the “Marketing Fund Fee”). Franchisee shall contribute to the National Marketing Fund at the same time and in the same manner that it makes payment of the Continuing Royalty Fee due under this Agreement.

7.3 Gross Revenues

“Gross Revenues” means all revenues and income from whatever source derived or received by Franchisee from, through, by or on account of the operation of the Franchised Business, whether received in cash, in services, in kind, on credit (whether or not payment is received), bartering, or otherwise. There will be deducted from Gross Revenues, to the extent they have been included: (i) all sales tax receipts or similar tax receipts which, by law, are chargeable to buyers, if Franchisee separately states the taxes when the buyer is charged and if Franchisee pays the taxes to the appropriate taxing authority; and (ii) any documented refunds, chargebacks, credits and allowances given in good faith to buyers by Franchisee (such deductions will not include any credit card user fees, returned checks or reserves for bad credit or doubtful accounts). Franchisee agrees that the use of any coupons or other discounts, waivers, or any bartering or exchange transactions, or the sale of any unapproved products or services bearing the Proprietary Marks without prior written approval by Franchisor is prohibited and the amount of the discount, unapproved exchange or unauthorized sale offered by Franchisee in such case shall also be included in the definition of Gross Revenues.

7.4 Payments to Franchisor

In addition to all other payments under this Agreement, Franchisee agrees to pay to Franchisor immediately upon demand by Franchisor:

A. The amount of all sales taxes, corporate taxes, trademark license taxes and any similar taxes imposed on, required to be collected, or paid by Franchisor on account of services or goods Franchisor has furnished to Franchisee through sale, lease or otherwise, or on account of collection by Franchisor of the Initial Franchise Fee, Continuing Royalties or Marketing Fund Fees or other payments called for by this Agreement.

B. All amounts advanced by Franchisor, or which Franchisor has paid, or for which Franchisor has become obligated to pay, on behalf of Franchisee for any reason.

C. All amounts due to Franchisor (or its Affiliates), for products or services purchased by Franchisee from Franchisor, its Affiliates or designees.

7.5 Interest on Late Payments and Related Fees

Franchisee agrees to pay to Franchisor interest on any amounts due to Franchisor under this Agreement at eighteen percent (18%) interest per annum or the highest contract rate of interest permitted by law, whichever is lower, plus a late fee of \$100.

Franchisee shall pay Franchisor a fee of \$50 if bank payment is refused for any electronic transfer, ACH payment or pre-authorized draft received by Franchisor from Franchisee due to “insufficient funds” or otherwise.

7.6 Application of Funds

If Franchisee is delinquent in the payment of any obligation to Franchisor under this Agreement, or under any other agreement with Franchisor, then Franchisor may apply any payment from Franchisee to the oldest obligation due, whether under this Agreement or otherwise, whether or not there is any contrary designation by Franchisee.

7.7 Franchisee May Not Withhold

Franchisee agrees not to withhold payment of any Continuing Royalty Fee, Marketing Fund Fee or any other amounts due to Franchisor on grounds of the alleged non-performance of any of Franchisor's obligations under this Agreement nor on account of a set-off against potential or actual damages which Franchisee has alleged or plans to allege against Franchisor.

7.8 Automated Bank Draft

Franchisee understands and agrees that Franchisor shall require that all Continuing Royalty Fees, Marketing Fund Fees, and all other fees and costs required to be paid to the Franchisor or an advertising cooperative, if applicable, must be paid by Electronic Funds Transfer (EFT) to ensure that the fees and costs are received on the day due and/or that past due invoices are paid to Franchisor. Franchisee agrees to use Franchisor's required electronic, online invoicing and payment program and to comply with Franchisor's payment instructions, including, but not limited to, selecting the automatic payment option and other selections and options as Franchisor requires. Franchisee shall be responsible for and pay all transaction fees or other administrative fees charged for use of Franchisor's required invoicing and payment program. Franchisee further agrees to sign any and all documents and forms necessary to effectuate the electronic funds transfers, including the Electronic Transfer of Funds Authorization form attached to this Agreement as Exhibit C. Franchisee must at all times maintain a balance in its account sufficient to allow Franchisor to collect the amounts owed when due. Franchisee is responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph.

7.9 Security Agreement

In order to secure the prompt performance by Franchisee of the obligations of this Agreement, Franchisee grants Franchisor a security interest in the franchise granted by this Agreement, all equipment, tools, decking, signs and other appurtenances or property bearing any of the Proprietary Marks used in the operation of the Franchised Business. Franchisee shall execute Franchisor's standard Security Agreement attached hereto as Exhibit E. In order to perfect this security interest, Franchisee shall also execute a standard UCC-1 Financing Statement. Franchisee authorizes Franchisor:

A. To file a copy of the Security Agreement, the UCC-1 Financing Statement and any other documents that may be necessary to perfect the security interest granted herein; and

B. To sign on behalf of Franchisee and to file in any jurisdiction, with or without signature of Franchisee, financing statements with respect to this security interest and Security Agreement.

8. ADVERTISING

8.1 Advertising Standards

Franchisee may only use advertising, identification and promotional materials and programs which Franchisor has either furnished or approved in writing in advance. Neither the fact that Franchisor furnishes the material, approves of the material, nor the material itself, will directly or indirectly require Franchisor to pay for any advertising, identification or promotion.

Franchisee agrees to conduct all advertising which uses the Proprietary Marks or refers in any way to the Franchised Business in a dignified manner. Franchisee agrees to conform all advertising to the standards, specifications and requirements specified in writing by Franchisor, in its Manual, or otherwise.

8.2 Submission of Proposed Advertisements, Identifications and Promotional Materials

Except for advertising, identification and/or promotional materials furnished to Franchisee by Franchisor, Franchisee agrees to submit to Franchisor for approval, before use or dissemination, copies of all proposed local advertising and direct mail materials and all proposed identification and promotional materials or programs, following the required procedures for such submissions set forth by Franchisor in its Manual or otherwise. Franchisor's approval of any materials may be withheld for any or no reason. If Franchisor does not respond in writing within fifteen (15) days following its documented receipt of Franchisee's proposed advertising material, the proposed material will be deemed unapproved.

8.3 Internet Advertising

Franchisee shall not, without obtaining Franchisor's prior written consent: (a) operate—or advertise, market, or otherwise promote—the Franchised Business, or use or display the Proprietary Marks, on any electronic medium (including any Internet web-page, social network or social media site, review site, etc., e-mail address, website, domain name, bulletin board, newsgroup or other Internet-related medium or activity) or (b) register any domain name containing the word “Hi-Tech Deck” or other Proprietary Marks, or any variation thereof, or establish, operate, or participate in a website on which such words appear. With respect to any aspect of the System or the Franchised Business (including the use of the Proprietary Marks), Franchisor retains the sole right to advertise on the Internet, create or operate a website or sites, and use “Hi-Tech Deck” as part of any domain name. Franchisor or its affiliate or licensor of the Proprietary Marks exclusively owns all rights in such domain names and such other domain names as Franchisor designates in the Manual. If Franchisor consents to any Internet or other electronic medium advertising, then Franchisee may only advertise, market and promote the Franchised Business and use or display the Proprietary Marks in the manner and under the standards and procedures set forth by Franchisor in the Manual or as stated elsewhere in writing. In addition, if Franchisor consents to Franchisee's establishment of a social media account on any social media site (including, YouTube, X, Instagram, Facebook, SnapChat, TikTok, LinkedIn, Flickr, Wikipedia, Yelp or other communication or social media platforms) to advertise and promote the Franchised Business, then Franchisee shall operate and maintain the account and site in accordance with Franchisor standards and procedures as set forth in the Manual or as stated elsewhere in writing. Franchisee shall add Franchisor as an account administrator with full and unlimited access to control the content displayed, published or posted on such sites and, upon request, shall provide Franchisor with Franchisee's current account IDs, user names and passwords. Franchisee understands and agrees that upon expiration or termination of this Agreement, Franchisor shall have the absolute and unconditional right, in its sole discretion, to permanently close, delete, take exclusive control over, or transfer any social media accounts that Franchisee established to market, advertise and promote the former Franchised Business.

8.4 Market Introduction Program; Local Marketing, Advertising and Promotion; Optional Marketing Management

Beginning one (1) month before the commencement of the operation of the Franchised Business, and continuing for two (2) months thereafter, Franchisee agrees to expend at least Five Thousand Dollars (\$5,000.00) on advertising and promotion of its Franchised Business (the “Market Introduction Program”). Franchisee agrees to make these expenditures using the advertising and promotional material, media, special events and other public relations activities that Franchisor requires or approves, in its Manual or otherwise.

Commencing the month after the opening of the Franchised Business, Franchisee shall expend each month on Local Marketing at least Ten Thousand Dollars (\$10,000). “Local Marketing” means the local or regional advertising, marketing and promotional activities that Franchisor specifies in its Manual or otherwise, or approves in advance.

At Franchisee's option, Franchisee may elect to use Franchisor to manage Franchisee's local marketing (i.e. social media ads and content). If Franchisee elects this service, it shall pay Franchisor a fee of Three Thousand Five Hundred Dollars (\$3,500) per month. This fee does not include the cost of the advertising spend and is for Franchisor's management services only.

8.5 Local Listing Internet Search Engine

Franchisee agrees to install the number and type of telephone lines and the type of answering or voicemail system (if any) required by Franchisor in its Manual or otherwise. Franchisee further agrees to list its Franchised Business on local internet search engines, alphabetic directories and/or classified directories in the manner designated, prescribed or required by Franchisor in its Manual or otherwise.

8.6 Administration of the National Marketing Fund

Franchisor has the right to establish and administer a National Marketing Fund for the marketing (including advertising, promotion, public relations and other marketing tools) of Hi-Tech Deck business as Franchisor may deem necessary or appropriate. If Franchisor establishes a National Marketing Fund, Franchisor, or its designee, will administer the National Marketing Fund as it deems appropriate as follows:

A. Franchisor will direct all advertising programs with sole control over the strategic direction, creative concepts, materials and media used in the programs, and the geographic, market and media placement and allocation of advertising. Franchisee acknowledges that the National Marketing Fund is intended to further generate public recognition and acceptance of the Proprietary Marks for the benefit of the System. Franchisee further acknowledges that Franchisor and its designees undertake no obligation in administering the National Marketing Fund to make expenditures for advertising or promotions for the benefit of Franchisee which are in anyway equivalent or proportionate to Franchisee's contributions, or to ensure that any particular franchisee benefits directly or on a pro rata basis from the placement of advertising or to insure that any advertising impacts or penetrates Franchisee's Location at any level. The National Marketing Fund is not a trust and Franchisor is not a fiduciary in any capacity.

B. The National Marketing Fund may, but is not required to, be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or localized advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns and other public relations activities) and employing advertising agencies to assist in these activities; paying interest on monies borrowed by the National Marketing Fund from third parties unaffiliated with Franchisor; and, sponsorship of sporting, charitable or other special promotional events, if Franchisor chooses to do so at its sole discretion. Franchisor need not maintain the sums paid by franchisees to the National Marketing Fund or income earned from the National Marketing Fund in a separate account from the other funds of Franchisor, but Franchisor may not use these amounts for any purposes other than those provided for in this Agreement. Franchisor may, however, expend monies for any reasonable administrative costs and overhead that Franchisor may incur in activities reasonably related to the administration or direction of the National Marketing Fund and advertising programs for franchisees including, without limitation, conducting market research; preparing marketing, advertising and promotional materials; working with advertising agencies, advertising placement services and creative talent; and, collecting and accounting for assessments for the National Marketing Fund. Franchisor will have no obligation to prepare or distribute to Franchisee any audited (or unaudited) statements detailing National Marketing Fund income and expenses. If Franchisee sends Franchisor a written request, Franchisor will provide Franchisee with an accounting of the income and expenditures of the Fund during the last fiscal year within a reasonable time after Franchisor receives Franchisee's request, but never earlier than forty-five (45) days from when such information is made available.

C. Franchisor expects to expend most contributions to the National Marketing Fund for advertising purposes during the fiscal year when the contributions are made. If Franchisor expends less than the total sum available in the National Marketing Fund during any fiscal year, it may either expend the unused sum during the following fiscal year or roll it over to be used at the appropriate time as determined by Franchisor. If Franchisor expends an amount greater than the amount available in the National Marketing

Fund in any fiscal year (not including any sum required to be expended because Franchisor did not expend all the sums in the National Marketing Fund during the preceding year), Franchisor will be entitled to reimburse itself from the National Marketing Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year.

D. Although the National Marketing Fund is intended to be of perpetual duration, if Franchisor establishes one, Franchisor maintains the right to terminate the National Marketing Fund at any time upon thirty (30) days' notice. Franchisor will not terminate the National Marketing Fund, however, until it has expended all money in the National Marketing Fund for advertising and promotional purposes.

9. RECORDS, AUDITS AND REPORTING REQUIREMENTS

9.1 Bookkeeping and Accounting

A. Franchisee agrees to purchase, install and use, at its expense, the accounting software program required by Franchisor, and agrees to use all standard accounting forms that Franchisor may furnish as part of its Manual or otherwise. Franchisee expressly affirms and agrees that Franchisor will have the free and unfettered right to retrieve and review such data and information from Franchisee's accounting software program as Franchisor, in its sole and exclusive judgment, deems necessary, desirable or appropriate, at such intervals as Franchisor determines in its sole and exclusive judgment. Franchisee agrees to provide Franchisor with Franchisee's current login information and password to provide Franchisor with access to Franchisee's accounting software program. Franchisee further agrees to accurately, consistently and completely record the Franchised Business's accounting information through the required accounting software program, in the form and at the intervals that Franchisor requires (in its Manual or otherwise). Franchisee agrees to submit all bookkeeping reports that Franchisor may prescribe in its Manual. Franchisee will be solely responsible for performing all recordkeeping duties and bear the costs for performing all recordkeeping duties and services.

B. For the first twelve (12) months of the Franchised Business's operations, Franchisee shall engage and use Franchisor's designated third-party vendor for accounting and bookkeeping services. Thereafter, Franchisee may, but is not required to, continue to use Franchisor's designated vendor for accounting and bookkeeping services. Franchisee must timely provide Franchisor's designated vendor the financial reports and data required to provide such bookkeeping and reporting services and in the format the vendor may require and, if requested, Franchisee agrees to provide Franchisor's designated vendor with access to Franchisee's accounting software program. Franchisor's designated vendor will use the reports and data that Franchisee supplies to provide Franchisor with the Franchised Business's financial statements. Franchisee shall pay the fees charged by such designated vendor. Franchisor reserves the right to collect such fees on behalf of its designated vendor.

9.2 Submission of Non-Financial Reports

Franchisee agrees to complete and submit to Franchisor the weekly, monthly, semi-annual or other periodic reports regarding the activity of the Franchised Business that Franchisor prescribes in its Manual or otherwise.

9.3 Financial Statements

A. No later than twenty (20) days following the end of each month and no later than twenty (20) days following the end of each quarter during the term of this Agreement, Franchisee agrees to furnish to Franchisor, in a form approved by Franchisor, a statement of the Franchised Business's profit and loss for the month and quarter, with percentages of income, a balance sheet, trial balance, general ledger and any other additional statements as Franchisor may request as of the end of the month and quarter. Franchisee shall certify these statements to be true and correct.

B. No later than thirty (30) days following the end of each calendar year of Franchisee during the term of this Agreement, Franchisee agrees to furnish to Franchisor, in a form approved by Franchisor,

a statement of the Franchised Business's profit and loss for the calendar year, with percentages of income, a balance sheet, trial balance, general ledger and any other additional statements as Franchisor may request as of the end of the calendar year, prepared on a compilation basis and certified to be true and correct by Franchisee. Franchisor reserves the right to require these annual financial statements to be audited by an independent certified public accountant and if it does so the opinion of said certified public accountant may be qualified only to the extent reasonably acceptable to the Franchisor.

C. The financial statements required above must be prepared in accordance with generally accepted accounting principles, including all disclosures required under those principles.

D. No later than thirty (30) days following Franchisee's filing of the tax returns of the Franchised Business, Franchisee agrees to furnish to Franchisor exact copies of the tax returns, including federal, state and any local income tax returns, together with a certificate from an independent certified public accountant that all Social Security payments, taxes and fees required to be paid by Franchisee to any governmental agency or entity have been paid, and that if Franchisee is a corporation, there is no reason to believe that Franchisee's corporate status has been impaired.

E. No later than thirty (30) days following Franchisee's filing of the sales tax returns of the Franchised Business, Franchisee agrees to furnish to Franchisor exact copies of the sales tax returns, and a receipt confirming that the taxes and fees required to be paid by Franchisee to any governmental agency or entity have been paid.

9.4 Financial Records and Audit

A. Franchisee agrees to record all Gross Revenues received by it or the Franchised Business and agrees to keep, for a period of at least seven (7) years, receipts for all sales of Franchisee's products and services. Franchisee further agrees to keep and maintain adequate records of these Gross Revenues, and to maintain and preserve accurate books, records and tax returns in the English language, including related supporting material (such as cash receipts, and credit and charge records) for the Franchised Business for at least seven (7) years. Franchisor may specify, in its Manual or otherwise, the forms that Franchisee will be required to use in recording the sales of the Franchised Business. Franchisee agrees to keep and preserve for seven (7) years the types and classes of records that Franchisor requires in its Manual or otherwise, and all business, personnel, financial and operating records relating to Franchisee's Franchised Business.

B. Franchisor will have the right, at any time, with or without written notice, during regular hours, to enter Franchisee's offices to inspect, audit and make copies of all records including, but not limited to, the following: books of accounts; bank statements; cash or other receipts, including sales receipts; checkbooks; documents; records; sales and income tax returns (federal, state and, if applicable, city); and, files of Franchisee relating to programs, products and services sold and transacted. These files shall include (without limitation) Franchisee's operating records; bookkeeping and accounting records; customer orders; operating records; operating reports; correspondence; general business records; Franchisee's copy of the Manual (as amended); invoices; payroll records; journals; ledgers and Franchisee's files; memoranda and other correspondence; contracts and all sources and supporting records used to prepare reports and forms which Franchisee is required to submit to Franchisor under this Agreement, including the books or records of any corporation, partnership or proprietorship which owns the Franchised Business. In lieu of entering Franchisee's offices and at Franchisor's request, Franchisee agrees to provide Franchisor, within twenty (20) days from Franchisor's request, with copies of any of these materials.

C. If an audit reveals that Franchisee understated the Gross Revenues on any of Franchisee's financial statements to Franchisor by two percent (2%) or more for any quarter or calendar year within the period of examination, or for the entire period of examination, when compared to Franchisee's actual Gross Revenues, then in addition to paying the additional amounts due and interest as calculated above, Franchisee agrees to immediately pay Franchisor the full cost of the audit for the entire period of examination.

D. If an audit reveals an understatement by Franchisee of five percent (5%) or more for any calendar year, then in addition to paying the additional amounts due, interest as calculated above and the full cost of the audit for the entire period of examination, Franchisee's understatement will constitute a material and incurable breach of this Agreement which will entitle Franchisor to terminate this Agreement immediately upon notice to Franchisee, with no opportunity to cure.

E. The foregoing remedies are in addition to any other remedies Franchisor may have under this Agreement or at law or in equity. Franchisee's obligations under this Section shall survive termination or expiration of this Agreement.

9.5 Corporate and Partnership Franchisee Requirements; Records

A. Franchisee, if a corporation, and any corporate assignee shall comply with the following requirements:

1. Furnish Franchisor with its Articles of Incorporation; Bylaws; other governing documents; list of officers, directors and shareholders (including number and percentage of shares held); and any other documents Franchisor may reasonably request, and any amendments to them.
2. Confine its activities to the operation of the Franchised Business to a Hi-Tech Deck business, and its governing documents provide that its activities are confined exclusively to the operation of the Franchised Business.
3. Maintain stop transfer instructions against the transfer on its records of any equity securities, and must not issue any securities on the face of which the following printed legend does not legibly and conspicuously appear:

"The transfer of this stock is subject to the terms and conditions of a Franchise Agreement with HI TECH DECK FRANCHISE LLC, dated _____. Reference is made to the provisions of this Franchise Agreement and to the Articles and Bylaws of this Corporation. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of HI TECH DECK FRANCHISE LLC."

4. Maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Franchisee, and must furnish this list to Franchisor on request.

B. Franchisee, if a partnership or proprietorship, and any partnership or proprietorship assignee shall comply, except as otherwise approved in writing by Franchisor, with the following requirements:

1. Furnish to Franchisor a copy of its partnership agreement and any other documents which Franchisor reasonably requests, and any amendments to them.
2. If Franchisor requests, prepare and furnish to Franchisor a list of all partners and proprietors of Franchisee.

C. Franchisee and any corporate, partnership or proprietorship assignee shall promptly notify Franchisor of any change in any of the information called for in this Section or in any document referred to in this Section.

D. If Franchisee is a corporation, limited liability company, partnership, limited partnership or any other type of legal entity formed in compliance with applicable law, then all owners of Franchisee shall execute a personal guaranty agreement, in substantially the same form as attached hereto as Exhibit D, under which all owners of Franchisee agree to be jointly and severally liable for all the obligations to

Franchisor under this Agreement, and expressly agree to be bound by all the terms, conditions and covenants of this Agreement. Each present and future owner of Franchisee must agree in writing to personally guarantee the performance of Franchisee's obligations under this Agreement, and to be individually bound by all the terms and conditions of this Franchise Agreement and any other agreements between Franchisee and Franchisor.

E. If Franchisee is a corporation, limited liability company, partnership, limited partnership or any other type of legal entity formed in compliance with applicable law, then Franchisee shall inform Franchisor in writing as to the identity of all of the persons who have an ownership interest in the Franchisee entity in the attached Ownership and Management Addendum and ensure that the information contained therein is true, accurate and complete at all times. Franchisee shall not vary from the ownership interests and/or corporate structure without the prior written approval of Franchisor.

9.6 Trade Accounts

Franchisee agrees that it shall maintain its trade accounts in a current status and to seek to promptly resolve any disputes with trade suppliers.

10. INSURANCE

10.1 Required Insurance Coverage

A. Franchisor imposes and prescribes minimum standards and limits for certain types of required insurance coverage in its Manual or by other written notice to Franchisee. Franchisee agrees that Franchisor may modify the required minimum limits of insurance coverage from time to time by written notice to Franchisee. Upon delivery or attempted delivery of this written notice, Franchisee agrees to immediately purchase insurance conforming to the newly established standards and limits prescribed by Franchisor.

B. Franchisee agrees to purchase at its expense, and maintain in effect at all times during the term of this Agreement, the following categories of insurance coverage in forms and through insurance companies satisfactory to Franchisor:

1. Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit.
2. Automobile liability coverage, including coverage of owned, leased, non-owned and hired vehicles, with minimum limits of liability in the greater of (i) the amount required by all applicable state and federal laws, or (ii) a combined single limit of at least \$1,000,000 for bodily injury and property damage. Franchisee shall not at any time use personal vehicles that do not have this coverage for the operation of the Franchised Business.
3. For Franchisee's employees, workers' compensation and employer's liability insurance (in statutory amounts), unemployment insurance and state disability insurance (as required by governing law).
4. All other insurance coverage required by federal, state, local or other political subdivision law, rule or regulation applicable to the Franchised Business.
5. At Franchisee's option, Business Interruption Insurance in sufficient amounts to cover at least six months of business operations, previous profit margins, maintenance of competent personnel and other fixed expenses.

C. The insurance coverage acquired and maintained by Franchisee at its own expense and in accordance with this Section shall name Franchisor as an Additional Insured, provide that the coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured, include a waiver of subrogation in Franchisor's favor, and provide that the coverage shall be primary and non-contributory with, and not excess coverage to, any insurance carried by Franchisor. Each insurance policy that Franchisor requires under this Agreement must also contain a provision that the policy cannot be canceled without fifteen (15) days prior written notice to Franchisor and that all notices of default for non-payment sent to Franchisee must also be simultaneously sent to Franchisor.

Franchisee agrees not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend these insurance policies without Franchisor's written consent.

10.2 No Undertaking or Representation

Nothing contained in this Agreement may be considered an undertaking or representation by Franchisor that the insurance that Franchisee is required to obtain will insure Franchisee against any or all insurable risks of loss which may arise out of or in connection with the operation of the Franchised Business.

10.3 Certificates of Insurance

Franchisee agrees to promptly provide Franchisor with Certificates of Insurance evidencing the required coverage no later than ten (10) days before the date of commencement of the Initial Training Program. Franchisee agrees to deliver a complete copy of Franchisee's policies of insurance to Franchisor within thirty (30) days following delivery of the Certificates of Insurance. Franchisee agrees to renew all insurance policies and documents, and on renewal, to furnish a renewal Certificate of Insurance to Franchisor before the expiration date of the policy in question. Franchisor may at any time require Franchisee to forward to Franchisor full copies of all insurance policies.

10.4 Notice of Claims and Demands

Franchisee agrees to notify Franchisor of all claims or demands against Franchisee, the Franchised Business, or Franchisor within three (3) days of Franchisee's receiving notice of any claim or demand. Franchisee further agrees to respond to all claims within the time required by law, rule or regulation. In addition, Franchisee agrees to cooperate with Franchisor (or its designee) in every way possible to defend Franchisor and Franchisee against all claims made by employees, customers or third parties. Franchisee agrees, when necessary, to make appearances at administrative or other hearings to present or reinforce these defenses.

11. CONFIDENTIAL INFORMATION

11.1 Restriction on Use of Confidential Information

Franchisee agrees that it will never, during the Initial Term or any Renewal Term of this Agreement, or at any time after this Agreement expires or terminates, divulge or use any Confidential Information (as defined below) for the benefit of any other persons, partnership, proprietorship, association, corporation or entity. "Confidential Information" means knowledge, trade secrets or know-how concerning the systems of operation, programs, products, services, customers or practices of Franchisee, Franchisor or the System. Confidential Information includes (without limitation) all information, knowledge, know-how, techniques and information which Franchisor, its Affiliates, or their officers, designate as confidential. Confidential Information will not, however, include information which Franchisee can demonstrate came to its attention before Franchisor disclosed it to it or which, at or after the time of disclosure, has become public through publication or communication by others, but not through any act of Franchisee.

Except as authorized in this Agreement, Franchisee agrees never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing the Confidential Information

in whole or in part; store it in a computer, data base or other electronic format; or, otherwise make it available to any third party. Upon the expiration or termination of this Agreement, Franchisee agrees to return to Franchisor all Confidential Information, including all materials, books, records, software and manuals considered confidential under this Agreement in Franchisee's possession.

Franchisee, its Operating Partner and its Manager may divulge only Confidential Information necessary to operate the Franchised Business, and only to those of Franchisee's employees, agents or independent contractors who need access to it for this purpose.

Franchisee agrees to take all necessary precautions to ensure that its employees retain the Confidential Information in confidence, including, but not limited to, requiring its Manager and any other employees who have access to the Confidential Information, to sign, at the time of employment, a Confidentiality/Non-Compete Agreement in a form substantially the same as the agreement attached to this Agreement as Exhibit B. Franchisee shall provide to Franchisor an executed copy of the Confidentiality/Non-Compete Agreement for all of Franchisee's employees who need access to Confidential Information in connection with the operation of the Franchised Business and shall provide the executed agreement at the time each such employee is hired.

12. COVENANTS NOT TO COMPETE AND NOT TO SOLICIT

12.1 In-Term and Post-Term Covenants Not to Compete and Not to Solicit

Franchisee agrees that it will receive valuable training and Confidential Information that it would otherwise not receive or have access to but for the rights licensed to Franchisee under this Agreement. Unless otherwise specified, the term "you" as used in this subparagraph includes, collectively and individually, if Franchisee is an entity, your Operating Partner, officers, directors, members, managers, partners, and holders of any ownership interest in Franchisee. You, therefore, agree to the following noncompetition and non-solicitation covenants:

(i) You agree that during the Initial Term and any Renewal Term of this Agreement, you will not knowingly solicit any current or former employee of Franchisor, without the prior written permission of Franchisor.

(ii) You agree that during the Initial Term and any Renewal Term of this Agreement, you will not, directly or indirectly, offer, sell, or install any marine boat decking products or services, or otherwise engage in any other business which is similar to the business of the Franchised Business or, which offers or sells any product or service (or any similar product or service) which now or in the future is or becomes part of the System and/or is offered by Hi-Tech Deck businesses (a "Competitive Business").

(iii) During the Initial Term and any Renewal Term of this Agreement, you are prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, adviser, or consultant. In addition, you agree not to divert any business that should be handled by the Franchised Business to any other entity. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor.

(iv) Further, during the Initial Term or any Renewal Term of this Agreement, you may not be a member of a franchisee advisory council, committee board or other similar group for a Competitive Business, unless you receive our prior written approval.

(v) You agree that you will not, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, or within two (2) years of the sale of the Franchised Business or any interest in you, either directly or indirectly, for yourself, or through, on behalf

of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, work at, be employed by, consult with or have any interest in a Competitive Business:

- (a) Within the Territory; and
- (b) Within the territory of any franchisee or affiliate who is operating a Hi-Tech Deck business or who has signed a franchise agreement for the operation of a Hi-Tech Deck business as of the effective date of termination, expiration or assignment of this Agreement.

(vi) It is the intention of the provisions in subpart (v) above to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent you from owning for investment purposes up to an aggregate of 5% of the capital stock of any Competitive Business, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, and so long as you do not control the company in question.

(vii) You agree that the length of time in subpart (v) above 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. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement and will continue to be enforceable regardless of whether a court of competent jurisdiction determines that Franchisor has breached any provision of this Agreement or any other law.

12.2 Lesser Included Covenants Enforceable at Law

If all or any portion of the covenants not to compete set forth in this Article are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and shall not by necessity invalidate the entire covenants. Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of this Article as if the resulting covenants were separately stated in and made a part of this Agreement.

12.3 Enforcement of Covenants Not to Compete

Franchisee acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee consents to the entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of the covenants not to compete set forth in this Agreement. Franchisee expressly agrees that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through Franchisee's unlawful use of Franchisor's Confidential Information, know-how, methods and procedures. Further, Franchisee expressly agrees that any claims it may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to the enforcement by Franchisor of the covenants not to compete set forth in this Agreement. Franchisee agrees to pay all costs and expenses, including reasonable attorneys' and experts' fees, incurred by Franchisor in connection with the enforcement of the covenants not to compete set forth in this Agreement.

12.3 Independent Covenants

Franchisor and Franchisee agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement.

13. ASSIGNMENT; RIGHT OF FIRST REFUSAL

13.1 Assignment by Franchisor

Franchisor shall have the unlimited right to assign this Agreement, and all of its rights and privileges under this Agreement, to any person, firm, corporation or other entity.

13.2 Assignment by Franchisee - General

Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee (or, if Franchisee is an entity, to its owners), and that Franchisor has entered into this Agreement in reliance on and in consideration of Franchisee's (or its owners') individual or collective personal skills and qualifications, and the trust and confidentiality that Franchisor reposes in Franchisee (or its owners). Therefore, neither this Agreement, nor Franchisee's (or any of its owners') interest in this Agreement, its rights or privileges under this Agreement, or the Franchised Business, may be assigned, sold, transferred, shared, redeemed, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without first obtaining Franchisor's written consent in accordance with this Article, or without first complying with Franchisor's right of first refusal as provided for herein.

Any actual or attempted assignment, transfer or sale of this Agreement, or any interest in this Agreement, or of the Franchised Business, in violation of the terms of this Article will be null, void and of no effect, and will constitute a material and incurable breach of this Agreement, unless waived by Franchisor in writing.

"Assignment" or "transfer" for the purposes of this Agreement includes Franchisee's (or any of its owners') voluntary, involuntary, direct or indirect, assignment, transfer, sale, gift or other disposition of any interest in this Agreement, Franchisee, or the Franchised Business. An assignment or transfer includes, without limitation, the following events:

- A. The transfer or redemption in the aggregate of more than 5% of the capital stock or voting power of Franchisee (if a corporation, limited liability company, or other business entity); the transfer or redemption in the aggregate of more than 5% of a partnership or proprietorship interest in Franchisee (if it does business as a partnership or proprietorship); or the transfer or redemption of any other interest that affects control over the Franchisee business entity;
- B. The merger or consolidation or issuance of additional securities or interests representing an ownership interest in Franchisee (if a corporation, limited liability company or other business entity);
- C. Any issuance or sale of Franchisee's stock or any security convertible to Franchisee's stock;
- D. The transfer of an interest in Franchisee, this Agreement, or the Franchised Business in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;
- E. The transfer of an interest in Franchisee, this Agreement, or the Franchised Business, in the event of Franchisee's death or the death of one of Franchisee's owners, by will, declaration, or transfer in trust or under the laws of intestate succession; or
- F. The pledge of this Agreement to someone other than Franchisor or of an ownership interest in this Agreement, Franchisee, the Franchised Business, or the assets (unless such

security interest in the assets is granted to the lender as a condition of Franchisee's financing for same).

Franchisee agrees to immediately notify Franchisor in writing of any and all transfers of ownership in a corporate, partnership or proprietorship franchisee entity, even if less than 5%, in accordance with the procedures set forth in Franchisor's Manual or otherwise.

13.3 Assignment by Franchisee - To a Corporation Formed by Franchisee

If Franchisee desires to assign and transfer its interest in this Agreement to a corporation formed by Franchisee solely for the convenience of ownership, Franchisee shall obtain Franchisor's prior written consent. Franchisor will not unreasonably withhold consent if all the following conditions are met:

1. The corporation is newly organized and duly incorporated, and its activities are confined to acting exclusively as a Hi-Tech Deck franchisee.

2. Franchisee is the sole owner of all the stock of the corporation and is its principal officer (or Franchisee is the sole owner of 75% or more of all stock of the corporation, with the remaining stockholders being Franchisee's spouse and/or adult children).

3. If Franchisee is more than one individual, each individual must have the right to the same proportionate ownership interest in the corporation as it or she had in the Franchised Business before the transfer.

4. Franchisee and the corporation execute an agreement in substantially the same form as attached hereto as Exhibit D with Franchisor under which Franchisee and the corporation agree to be jointly and severally liable for all the obligations to Franchisor under this Agreement, and expressly agree to be bound by all the terms, conditions and covenants of this Agreement. Each present and future shareholder of the corporation must agree in writing to personally guarantee the performance by the corporation of Franchisee's obligations under this Agreement, and to be individually bound by all the terms and conditions of this Franchise Agreement and any other agreements between Franchisee and Franchisor.

5. All stock certificates of the corporation must be endorsed with the following legend, conspicuously placed:

"The transfer of this stock is subject to the terms and conditions of a Franchise Agreement dated [date of this Agreement] between HI TECH DECK FRANCHISE LLC and [Name of Franchisee]. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of HI TECH DECK FRANCHISE LLC. "

6. The Articles of Incorporation, Bylaws and other organizational documents of the corporation must state that the issuance and transfer of any interest in the corporation are restricted by the terms of the Franchise Agreement.

7. Franchisee agrees to execute a full general release in favor of Franchisor.

Any transfer pursuant to this Section will not be subject to Franchisor's rights of first refusal provided for below, and will not require payment of a transfer fee.

13.4 Assignment by Franchisee - Sale to Third Party

A. Franchisee may not sell or otherwise assign or transfer the franchise conveyed by this Agreement, the Franchised Business or its assets, or any interest therein, including an ownership interest in Franchisee, without Franchisor's prior written consent. If Franchisor does not elect to exercise its right of

first refusal, then Franchisor will not unreasonably withhold consent to the assignment and sale. Franchisee agrees that it will not be unreasonable for Franchisor to impose, among other requirements, the following conditions to consenting to the assignment and sale:

1. That Franchisee complies with the right of first refusal provisions as provided for in this Agreement;
2. That the proposed assignee applies to Franchisor for acceptance as a franchisee, and furnishes to Franchisor the information and references that Franchisor requests to determine assignee's skills, qualifications and economic resources;
3. That the proposed assignee presents itself for a personal interview at Franchisor's corporate office, or any other location designated by Franchisor, at the date and time reasonably requested by Franchisor, without expense to Franchisor;
4. That the assignee (or the principal officers, shareholders or directors of a corporate assignee) demonstrates that it has the skills, qualifications, ethics, moral values and economic resources necessary, in Franchisor's reasonable judgment, to conduct the Franchised Business contemplated by this Agreement, and to fulfill its obligations to the assignor;
5. That the proposed assignee or its designated manager has attended and successfully completed Franchisor's initial training program before the assignment, and any other training that Franchisor reasonably requires; there shall be no cost for the initial training, however, all expenses including transportation to any training, lodging, food, salaries of proposed assignee's employees and other living expenses shall be borne by the proposed assignee;
6. That as of the date of the assignment, the assignor has fully complied with all of its monetary and other obligations to Franchisor under this Agreement and any other agreement or arrangement with Franchisor;
7. That if the Franchise Agreement is being assigned, or the Franchised Business is being sold, the assignee executes a separate Franchise Agreement in the form and on the terms and conditions Franchisor then offers to prospective franchisees who are similarly situated (except that the assignee will not be obligated to pay another Initial Franchise Fee and the Continuing Royalty Fee will be that specified in this Agreement). The term of the new Franchise Agreement will expire on the date of expiration of this Agreement. The execution of the new Franchise Agreement will terminate this Agreement, except for the guarantees of Franchisee and the post-termination and post-expiration provisions under this Agreement;
8. That the total sales price is not so excessive, in Franchisor's sole determination, that it jeopardizes the continued economic viability and future operations of the franchise;
9. If the proposed assignee is purchasing part, but not all, of an interest in a corporate or partnership franchisee to this Agreement, then the proposed assignee must execute a Guarantee in the form acceptable to Franchisor guarantying all of the obligations under this Agreement;
10. That the assignor (and all shareholders of a corporate assignor, and all partners of a partnership assignor, and all proprietors of a proprietorship assignor) executes a general release, of any and all claims, demands and causes of action which Franchisee and its partners, proprietors, directors, officers, shareholders, executors, administrators and assigns (as the case may be) may or might have against Franchisor, and their respective officers, directors, shareholders, agents, attorneys,

contractors and employees in their corporate and individual capacities including, without limitation, claims arising under federal, state and local laws, rules and ordinances;

11. That the assignor pays Franchisor a transfer fee of Twenty-Five Thousand Dollars (\$25,000.00);
12. That the assignor furnishes to Franchisor a copy of the executed contract of assignment;
13. That the assignee, at its expense, upgrades the Franchised Business to conform to the then-current standards and specifications of the System, and completes this upgrading within the time reasonably specified by Franchisor;
14. That Franchisee remains liable for all the obligations to Franchisor arising out of or related to this Agreement before the effective date of the transfer or assignment, and executes all instruments reasonably requested by Franchisor to evidence this liability; and
15. That the assignor complies with the terms of the post-term covenant not to compete set forth in this Agreement, commencing on the effective date of the assignment.

B. If Franchisor consents to the assignment of this franchise, it will also consent to the assignment of Franchisee's Lease and all other agreements between Franchisor and Franchisee. Franchisee, if the franchise is assigned, also agrees to assign its Lease and all other agreements between Franchisor and Franchisee to the same assignee. After the assignment, Franchisee will remain liable under all the assigned agreements to the extent they require.

C. Franchisee agrees to defend at its own cost and to indemnify and hold harmless Franchisor, its parent (if any), and the subsidiaries, affiliates, designees, shareholders, directors, officers, employees and agents of either entity, from and against any and all losses, costs, expenses (including attorneys' and experts' fees), court costs, claims, demands, damages, liabilities, however caused (whether or not the losses, costs, expenses, court costs, claims, demands, damages or liabilities are reduced to judgment), resulting directly or indirectly from or pertaining to any statements, representations or warranties that may be given by Franchisee to any proposed assignee of the franchise, or any claim that Franchisee or the assignor engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiations leading to the consummation of the assignment.

13.5 Assignment by Franchisee - Transfer Upon Death or Disability

A. Upon the death or disability of Franchisee or the Operating Partner (if Franchisee is an entity), Franchisor will require Franchisee or such owner (or Franchisee's or such owner's executor, administrator, conservator, guardian or other personal representative ("Estate")) to transfer Franchisee's interest in this Agreement (or such owner's interest in Franchisee) to a third party in accordance with Section 13.4 of this Agreement. Such disposition (including, without limitation, any transfer by bequest or inheritance) must be completed within the time we designate, but not more than five months from the date of death or disability. Such disposition will be subject to the terms and conditions applicable to transfers as set forth in this Article. The failure to transfer Franchisee's interest in this Agreement or the ownership interest in Franchisee within this period of time shall constitute a material breach of this Agreement, and Franchisor shall have the right to terminate this Agreement upon notice without providing any opportunity to cure. For purposes of this Agreement, the term "disability" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in Franchisee (if an entity) from directing the business affairs of, or managing and operating, the Franchised Business.

B. Until the transfer of Franchisee's interest (or such owner's interest in Franchisee) to a third party is completed, or until Franchisor's termination of this Agreement for failure to transfer such interest within the time period set forth in Section 13.5(A) above, the Estate may continue the operation of the Franchised Business if: (i) the Estate provides a competent and qualified individual acceptable to Franchisor to serve as an Operating Partner or Manager on a full-time basis; (ii) this individual attends and successfully completes Franchisor's next offered Initial Training Program at the Estate's expense; and, (iii) this individual assumes full-time operation of the Franchised Business as Operating Partner or Manager within nine (9) months of the date Franchisee (or owner) dies or becomes disabled.

C. From the date of death or disability until a fully trained and qualified Operating Partner or Manager assumes full-time operational control of the Franchised Business, Franchisor may assume full control of and operate the Franchised Business, but will have no obligation to do so. If Franchisor does so, then during this period, Franchisor will deduct its expenses for travel, lodging, meals, and all other expenses and fees from the Franchised Business's sales and pay itself a reasonable management fee of up to One Thousand Dollars (\$1,000) per week. This management fee will be in addition to the Continuing Royalty Fees and Marketing Fund Fees due to Franchisor. Any remaining funds will then be remitted to Franchisee's Estate until the transfer of Franchisee's interest (or an owner's controlling interest in Franchisee) to a third party is completed, or until Franchisor's termination of this Agreement for failure to transfer such interest within the time period set forth in Section 13.5(A) above. Any deficiency in sums due to Franchisor under this Agreement must be paid by Franchisee's Estate to Franchisor within ten (10) days of Franchisor's notifying the Estate of the deficiency. Franchisor will not be obligated to operate Franchisee's franchise. If it does so, Franchisor will not be responsible for any operational losses of the franchise, nor will it be obligated to continue operation of the Franchised Business.

13.6 Right of First Refusal

The right of Franchisee to assign, transfer, redeem or sell its interest in this Agreement or the Franchised Business, voluntarily or by operation of law (as provided above), will be subject to Franchisor's right of first refusal. Franchisor shall exercise its right of first refusal in the following manner:

1. Franchisee shall deliver to Franchisor a true and complete copy of the offer (the "notice") and furnish to Franchisor any additional information concerning the proposed transaction that Franchisor reasonably requests.

2. Within fifteen (15) days after Franchisor's receipt of the notice (or, if Franchisor requests additional information, within fifteen (15) days after receipt of the additional information), Franchisor may either consent or withhold its consent to the assignment or redemption, in accordance with this Article, or at its option, accept the assignment to itself or to its nominee, on the terms and conditions specified in the notice. However, Franchisor will be entitled to all of the customary representations and warranties given by the seller of assets, including (without limitation), representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and Franchisee's contingent and other liabilities affecting the assets.

3. If a partial transfer is proposed through the assignment or redemption of more than 25% of the capital stock of a corporate franchisee, or of more than 25% of partnership or proprietorship interests to other than the original partners or proprietors of Franchisee (measured against the ownership of the Franchisee entity as originally constituted on the date of execution of this Agreement), then Franchisor will have the option to purchase not only the interests being transferred but also the remaining interests, so that Franchisor's resulting ownership will be 100% of the franchise. The price of these remaining interests will be proportionate to the price of the interests initially being offered.

4. Franchisor's credit will be deemed equal to the credit of any proposed purchaser. Franchisor may substitute cash for any other form of payment proposed in the offer.

5. If Franchisor exercises its right of first refusal, Franchisor will be given at least sixty (60) days after notifying Franchisee of its election to exercise its right of first refusal to prepare for closing. Franchisee agrees to take all action necessary to assign the Lease to Franchisor.

6. If Franchisor elects not to exercise its right of first refusal and consents to the proposed assignment or redemption, then Franchisee will, subject to the provisions of this section, be free to assign this Agreement or the Franchised Business to its proposed assignee on the terms and conditions specified in the notice. If, however, the terms are changed, the changed terms will be deemed a new proposal, and Franchisor will have a right of first refusal with respect to this new proposal.

7. Franchisor's election not to exercise its right of first refusal with regard to any offer will not affect its right of first refusal with regard to any later offer. If Franchisor does not exercise its right of first refusal, this will not constitute approval of the proposed transferee, assignee, redemption or the transaction itself. Franchisee and any proposed assignee must comply with all the criteria and procedures for assignment of the franchise, the Franchise Agreement and/or the Franchised Business specified in this section.

13.7 No Encumbrance

Franchisee will have no right to pledge, encumber, hypothecate or otherwise give a security interest in this Agreement, the assets (unless such security interest in the assets is granted to the lender as a condition of Franchisee's financing for same), or the Franchised Business in any manner to any third party person or entity, without Franchisor's prior written permission, which Franchisor may withhold for any reason.

14. PROPRIETARY MARKS

14.1 Franchisee's Non-Ownership of Proprietary Marks

Nothing in this Agreement will give Franchisee any right, title or interest in or to any of the Proprietary Marks except as a mere privilege and non-exclusive license, during the term of this Agreement, to display and use the Proprietary Marks according to the limitations set forth in this Agreement. Franchisee understands and agrees that the limited license to use the Proprietary Marks granted by this Agreement applies only to those Proprietary Marks which Franchisor designates (and has not designated as withdrawn from use), and those Proprietary Marks which Franchisor may in the future designate in writing. Franchisee agrees not to represent in any manner that it has acquired any ownership or equitable rights in any of the Proprietary Marks by virtue of the limited license granted under this Agreement or Franchisee's use of the Proprietary Marks. All uses of the Proprietary Marks by Franchisee, whether as a trademark, service mark, trade name or trade style, will inure to Franchisor's benefit. Following the expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with Franchisee's use of the Proprietary Marks or operation of the Franchised Business.

14.2 Acts in Derogation of the Proprietary Marks

Franchisee agrees that the Proprietary Marks are the exclusive property of Franchisor (or its affiliate). Franchisee asserts and will in the future assert no claim to any goodwill, reputation or ownership of the Proprietary Marks by virtue of Franchisee's licensed use of the Proprietary Marks, or for any other reason. Franchisee agrees that it will not do or permit any act or thing to be done in derogation of any of the rights of Franchisor in connection with the Proprietary Marks, either during or after the term of this Agreement. Franchisee agrees not to apply for or obtain any trademark or service mark registration of any of the licensed Proprietary Marks or any confusingly similar marks in its own name. Franchisee agrees to use the Proprietary Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement. Franchisee agrees that it will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Proprietary Marks, the rights of Franchisor to the Proprietary Marks, or the rights of Franchisor, its affiliates or other franchisees of Franchisor to use the Proprietary Marks.

14.3 Use and Display of Proprietary Marks

A. Franchisee agrees to use the Proprietary Marks in full compliance with rules prescribed from time to time by Franchisor in its Manual or otherwise. Franchisee is prohibited (except as expressly provided in this Agreement) from using any Proprietary Mark with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by Franchisor to Franchisee). Franchisee may not use any Proprietary Mark in connection with the sale of any unauthorized product, service or program or in any other manner not explicitly authorized in writing by Franchisor. Franchisee may use the Proprietary Marks only for the operation of the Franchised Business or in advertising for the Franchised Business. Franchisee's right to use the Proprietary Marks is limited to the uses authorized under this Agreement.

B. Franchisee may not use the Proprietary Marks in any way which will incur any obligation or indebtedness on behalf of Franchisor. Franchisee agrees to comply with Franchisor's instructions in filing and maintaining all requisite trade name or fictitious name registrations, and to execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

C. Franchisee agrees to affix the Proprietary Marks at the Location, signs, stationery, advertising, sales/promotional materials and other objects, in the size, color, lettering style and fashion and at the places which Franchisor designates in its Manual or otherwise. Franchisee also agrees to display the Proprietary Marks and relevant trademark and copyright notices pursuant to the requirements set forth in the Manual. Except as expressly provided in the Manual or otherwise, Franchisee may not erect or display in or on its Location, stationery, advertising, sales or promotional materials or any other objects bearing any other trademarks, logotypes, symbols or service marks. Franchisee may not use any names, marks or logotypes other than the Proprietary Marks in connection with the Franchised Business without Franchisor's prior written approval.

14.4 Required Means of Identification

Franchisee shall conduct its Franchised Business under the assumed business name "HI TECH DECK." Franchisee agrees, at its expense, to perform all filings and procure all required or necessary governmental approvals or registrations required to do business under that assumed business name. Franchisee agrees to identify itself as a franchisee, but not an agent, of Franchisor.

14.5 Defense of Proprietary Marks by Franchisor

If Franchisee receives notice, is informed or learns of any claim, suit or demand against it on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks Franchisor has been granted the right to use (each, a "claim"), Franchisee agrees to promptly notify Franchisor. Franchisor will then promptly take any action it may consider necessary to protect and defend Franchisee against the claim and indemnify Franchisee against any actual damages and reasonable costs or expenses incurred in connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks. Franchisee may not settle or compromise the claim by a third party without Franchisor's prior written consent. Franchisor will have the right to defend, compromise and settle the claim at its sole cost and expense, using its own counsel. Franchisee agrees to cooperate fully with Franchisor in connection with the defense of the claim. Franchisee grants irrevocable authority to Franchisor, and appoints Franchisor as Franchisee's attorney in fact, to defend and/or settle all claims of this type. Franchisee may participate at its own expense in the defense or settlement, but Franchisor's decisions with regard to the settlement will be final. Franchisor will have no obligation to defend or indemnify Franchisee pursuant to this section if the claim arises out of or relates to Franchisee's use of any of the Proprietary Marks Franchisor has been granted the right to use in violation of the terms of this Agreement.

14.6 Prosecution of Infringers

If Franchisee receives notice, is informed or learns that any third party which it believes is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, Franchisee agrees to promptly notify Franchisor. Franchisor will then determine whether or not it wishes to take any action against the third party on account of the alleged infringement of the Proprietary Marks. Franchisee will have no right to make any demand or to prosecute any claim against any alleged infringer of the Proprietary Marks for or on account of an alleged infringement.

14.7 Discontinuance or Substitution of Proprietary Marks

Franchisee agrees to comply with any instruction by Franchisor to modify or discontinue use of any Proprietary Mark, or to use any additional or substituted Proprietary Marks. Franchisee waives any other claim arising from or relating to any Proprietary Mark change, modification or substitution. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any Proprietary Mark addition, modification, substitution or discontinuation. If Franchisor requires Franchisee to add, modify, substitute or discontinue any Proprietary Mark, Franchisee agrees to bear the costs and expenses associated with any such changes. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

15. RELATIONSHIP OF THE PARTIES

15.1 Independent Contractor

Franchisee understands and agrees that Franchisee is and will be an independent contractor of Franchisor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, fiduciary or agency relationship between Franchisee and Franchisor, and neither party to this Agreement is an employee, agent, servant, partner or joint venture of the other; meaning that, except as expressly provided for in this Agreement, no party to this Agreement has the authority, implied, apparent or expressed, to lawfully bind the other with respect to any matter. No employee of Franchisee will be deemed to be an employee of Franchisor. Neither Franchisee nor any employee of Franchisee whose compensation for services is paid by Franchisee may, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of Franchisor for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisor will not have the power to hire or fire Franchisee's employees.

15.2 Indemnification

Franchisee shall indemnify Franchisor and its affiliates, and their respective officers, directors, owners, employees and representatives from any and all actions, judgments, claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees and costs, even if incident to appellate, post-judgment, or bankruptcy proceedings) to which they become subject or that they incur arising from or relating in any manner to the Franchisee's ownership or operation of the Franchised Business. In no event, however, need the Franchisee indemnify Franchisor for any matter caused directly by Franchisor's gross negligence or intentional misconduct. Notwithstanding the expiration or sooner termination of this Agreement, this indemnity continues in full force and effect.

16. DEFAULT AND TERMINATION

16.1 Termination by Franchisor - Automatic Termination Without Notice

Franchisee will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to Franchisor without notice to Franchisee, if: Franchisee, the Franchised Business or the business to which the franchise relates is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any

creditor; a petition in bankruptcy is filed by or against Franchisee or the franchised business and is not immediately contested and/or dismissed within sixty (60) days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of Franchisee, the franchised business or assets of either is filed and consented to by Franchisee; a receiver or other custodian (permanent or temporary) of all or part of Franchisee's assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee or the franchised business; Franchisee is dissolved; execution is levied against Franchisee, the franchised business or its property; or, the real or personal property of the franchised business is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

16.2 Termination by Franchisor Upon Notice - No Opportunity to Cure

Franchisee will have materially breached this Agreement and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisee's receipt of notice (which, whether sent by certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee) upon the occurrence of any of the following events:

A. Franchisee at any time ceases to operate the Franchised Business; abandons the franchise relationship; or, abandons the franchise by failing to operate the Franchised Business for such period of time after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to operate the franchise), unless Franchisee's failure to operate is due to fire, flood, other Acts of God beyond Franchisee's control.

B. Franchisee omitted or misrepresented any material fact in the information it furnished to Franchisor in the application process or in connection with Franchisor's decision to enter into this Agreement.

C. Franchisor and Franchisee agree in writing to terminate the Franchise Agreement.

D. Franchisee fails to commence operation of the Franchised Business within 120 days from the date of this Agreement.

E. Franchisee (or, if Franchisee is a corporation, partnership, proprietorship or other entity, any principal of Franchisee) engages in an act that could be deemed a felony, fraud, crime involving moral turpitude, or any other crime or offense which Franchisor reasonably believes is related to Franchisee's operation of the Franchised Business, or is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated with the Proprietary Marks, Franchisor's reputation, or Franchisor's interest in the System or Proprietary Marks.

F. Franchisee transfers an interest in this Agreement, the assets or in the franchisee entity in violation of this Agreement; Franchisee (or any principal of a corporate, partnership, proprietorship or other entity franchisee) purports to transfer any rights or obligations under this Agreement, any interest in Franchisee or the Franchised Business to any third party in violation of the terms of this Agreement; or Franchisee or Franchisee's Estate fails to transfer Franchisee's interest in this Agreement (or an owner's interest in Franchisee) in accordance with the terms of this Agreement and/or within the time period set forth in Section 13.5(A).

G. Franchisee conceals revenues; knowingly maintains false books or records; falsifies information or otherwise defrauds or makes false representations to Franchisor or to any federal, state, or local taxing authorities; or, knowingly submits any substantially false report to Franchisor.

H. Franchisee engages in any conduct or practice that is a fraud upon consumers, or is an unfair, unethical, or deceptive trade, act or practice.

I. Franchisee interferes or attempts to interfere with Franchisor's contractual relations with other franchisees, customers, employees, advertising agencies or any third parties.

J. Franchisee interferes or attempts to interfere with Franchisor's ability or right to franchise or license others to use and employ the Proprietary Marks and System or Franchisee makes any use of the Proprietary Marks not authorized under this Agreement.

K. Franchisee fails to carry the required insurance as set forth in Section 10.1 of this Agreement.

L. Franchisee receives three (3) notices of default within any 365-day period.

M. Franchisee offers or sells any unapproved products or services and/or conducts (or permits the conducting of) any business other than the business contemplated by this Agreement in connection with the Franchised Business or under the Proprietary Marks without Franchisor's prior written consent.

N. The Franchised Business is operated in a manner which, in Franchisor's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Franchisor or otherwise).

O. Franchisor terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate).

P. Franchisee violates its obligations of confidentiality and/or the covenants not to compete set forth in this Agreement.

Q. Franchisee or any of its owners slanders or libels Franchisor or any of its employees, directors, or officers, or the System.

R. Franchisor causes an audit to be made for any period and the Gross Sales as shown by Franchisee's statements submitted to Franchisor is found to be understated by 5% or more for any calendar year.

S. An employee or other person operates the CNC machines who is not properly trained to operate them.

T. Franchisee defaults under the lease for the Location and loses possession of the Location.

16.3 Termination by Franchisor – Fifteen and Seven Days to Cure

A. Except as provided above, Franchisee will have fifteen (15) calendar days after its receipt from Franchisor of a written Notice of Default to remedy any of the following defaults under this Agreement and to provide evidence that it has done so to Franchisor:

(i) Franchisee fails to timely pay any amounts due to Franchisor, its affiliates or any vendor of the Franchised Business.

(ii) Franchisee fails an operational audit or inspection by Franchisor.

B. Except as provided above, Franchisee will have thirty (30) calendar days after its receipt from Franchisor of a written Notice of Default to remedy any default under this Agreement, not specified in the preceding sections, including, but not limited to, failure to timely pay any amounts due to Franchisor under this Agreement, and to provide evidence that it has done so to Franchisor.

C. If Franchisee has not cured any default within the 30-day or 15-day period (or, if appropriate, Franchisee has not initiated action to cure the default within that time) or any longer period that applicable law may require, this Agreement will terminate immediately upon expiration of the 30-day or 15-day period, or any longer period required by applicable law.

All Notices of Default and Termination, whether sent by certified mail, registered mail, electronic mail, fax, overnight courier or by physically delivering the notice in person, will be deemed to have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee.

16.4 Franchisee's Failure to Pay

Franchisee's failure to make payments of any Continuing Royalty Fee, Marketing Fund Fee or other money due and owing to Franchisor, after receipt from Franchisor of notice of the default granting an opportunity to cure, will be deemed Franchisee's willful and wrongful breach under this Agreement and Franchisee's decision to reject and terminate this Agreement and all related agreements between Franchisee and Franchisor.

16.5 Cross Default

Any default or breach by Franchisee of any other agreement between Franchisor and Franchisee will be deemed a default under this Agreement, and any default or breach of this Agreement by Franchisee will be deemed a default or breach under any and all other agreements between Franchisor and Franchisee. If the nature of the default under any other agreement would have permitted Franchisor to terminate this Agreement if the default had occurred under this Agreement, then Franchisor will have the right to terminate this Agreement and all the other agreements between Franchisor and Franchisee in the same manner provided for in this Agreement for termination of this Agreement. Franchisee will be given the same opportunity to cure defaults under any other agreement between Franchisor and Franchisee as Franchisee has under this Agreement.

16.6 Notice Required by Law

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits Franchisor's rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be deemed amended to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. Franchisor will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

17. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES ON TERMINATION OR EXPIRATION

17.1 Post-Termination Obligations

A. If this Agreement expires or terminates for any reason, Franchisee will cease to be an authorized Hi-Tech Deck franchisee and Franchisee will lose all rights to the use of the Proprietary Marks, the System, all Confidential Information and know-how and any goodwill engendered by the use of the Proprietary Marks.

B. Upon termination or expiration of this Agreement for whatever reason, Franchisee agrees to:

1. Immediately pay all sums due and owing to Franchisor, and all sums due and owing to any lessor, employees, taxing authorities, advertising agencies and all other third parties, and shall immediately pay to Franchisor the amount of any balance of fees for which Franchisor

has become obligated to pay to third parties, on behalf of Franchisee in connection with this Agreement.

2. Discontinue the use of the Proprietary Marks, remove the Proprietary Marks from the Location (unless Franchisor purchases them from Franchisee), and not operate or do business under any name or in any manner which might tend to give the general public the impression that it is operating a Hi-Tech Deck business, or any similar business. Franchisee may not use, in any manner or for any purpose, directly or indirectly, any of the Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by Franchisee by virtue of the relationship established by this Agreement, including (without limitation): specifications or descriptions of Hi-Tech Deck products and services; employees and independent contractors; Franchisor's Manual and any Supplements to it; forms, advertising matter, marks, devices, signs, insignia, slogans and designs used in connection with the Franchised Business; telephone number listed in any telephone directory under the name " HI-TECH DECK," or any similar designation or directory listing relating to the Franchised Business; and, the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques, specifications, and all other components, specifications and standards, which comprise (or in the future may comprise) a part of the System.

3. Take all necessary action to cancel any assumed name or equivalent registration which contains the Proprietary Mark "HI-TECH DECK," or any other Proprietary Mark, or any variant, within fifteen (15) days following termination or expiration of this Agreement. If Franchisee fails or refuses to do so, Franchisor may, in Franchisee's name, on Franchisee's behalf and at Franchisee's expense, execute all documents necessary to cause discontinuance of Franchisee's use of the name " HI-TECH DECK," or any related name used under this Agreement. Franchisee irrevocably appoints Franchisor as Franchisee's attorney-in-fact to do so.

4. Upon any termination of this Agreement by Franchisor for cause, Franchisor will have the right immediately to maintain continuous operation of the former Franchised Business, provide for orderly change of management and disposition of personal property, and otherwise protect Franchisor's interests. If Franchisee disputes the validity of Franchisor's termination of the franchise, Franchisor will nevertheless have the option (which Franchisee irrevocably grants) to operate the Franchised Business pending the final, unappealed determination of the dispute by a court of competent jurisdiction and/or arbitration panel. If a court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, Franchisor agrees to make a full and complete accounting for the period during which it operated the former Franchised Business.

5. In the event of termination for any default by Franchisee or of termination by Franchisee through failure to make payment following notice to cure, pay to Franchisor all expenses it incurs as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees.

6. At Franchisor's option, assign to Franchisor any interest which Franchisee has in any Lease, right or entry or easement for the Location, rendering all necessary assistance to Franchisor to enable it to take prompt possession or control of the Location.

7. Immediately deliver to Franchisor all training or other manuals furnished to Franchisee (including the Manual and Supplements to the Manual), computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear the Proprietary Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of Franchisor, and any copies of them in Franchisee's possession which relate to the operation of the Franchised Business. Franchisee may retain no copy or record of any of these items, except for Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any

provision of law. Franchisee agrees that the foregoing items, materials, lists, files, software and other similar items will be deemed to be the property of Franchisor for all purposes.

8. Within fifteen (15) days from the date of termination or expiration of this Agreement, arrange with Franchisor for an inventory to be made by Franchisee, at Franchisee's cost, of all the assets of the Franchised Business and all items bearing the Proprietary Marks. Franchisor will have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the equipment, tool and decking and any other assets, for the lesser of (i) the book value of such assets as declared on Franchisee's last filed tax returns, or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Franchisor's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Franchised Business. Franchisor may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Franchisor. If Franchisor exercises its purchase option, Franchisor may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts which Franchisor paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, Franchisor may pay a portion of the purchase price directly to the lienholder to pay off such lien. Franchisor may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Franchisor may assign this purchase option to another party.

9. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

10. Cease using the telephone numbers listed on any local internet search engines, Yellow Pages or White Pages of any telephone directories under the name "Hi-Tech Deck" or any other confusingly similar name or, upon Franchisor's written demand, direct the telephone company to transfer to Franchisor, or to any other person and location that Franchisor directs, the telephone numbers listed for the Franchised Business on any local internet search engines, Yellow Pages or White Pages. If Franchisee does not promptly direct the telephone company to do so, Franchisee irrevocably appoints Franchisor as its attorney-in-fact to direct the telephone company to do so.

11. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in this Agreement.

12. Continue to abide by those restrictions pertaining to the use of the Confidential Information, trade secrets and know-how set forth in this Agreement.

13. Immediately surrender to Franchisor all computer software and data storage drives used in the operation of the Franchised Business, printouts, and other information pertaining to computer operations, codes, procedures and programming. Franchisee agrees not to destroy, damage, hide or take any steps to prevent Franchisor from obtaining any information which Franchisee had stored in the computer system of the Franchised Business. Franchisee agrees not to retain any printouts, disks or tapes containing any of the programs or data stored in the computer system.

14. Franchisee shall immediately provide Franchisor with Franchisee's current account IDs, user names and passwords for all social media accounts it established to market, advertise and promote the former Franchised Business. Franchisee understands and agrees that upon expiration or termination of this Agreement, Franchisor shall have the absolute and

unconditional right, in its sole discretion, to permanently close, delete, take exclusive control over, or transfer any social media accounts that Franchisee established to market, advertise and promote the former Franchised Business.

15. If Franchisor elects not to assume possession of the Location, then promptly upon termination or expiration, Franchisee agrees to perform all reasonable redecoration and remodeling of the Location as Franchisor considers necessary in its reasonable judgment to distinguish the Location from a Hi-Tech Deck business, including, but not limited to, removing all interior and exterior signage, displays or any other items that contain the Hi-Tech Deck name or any of the Proprietary Marks.

C. The expiration or termination of this Agreement will be without prejudice to Franchisor's rights against Franchisee, and will not relieve Franchisee of any of its obligations to Franchisor at the time of expiration or termination, or terminate Franchisee's obligations which by their nature survive the expiration or termination of this Agreement.

18. WAIVER AND DELAY

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by Franchisee under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

19. FRANCHISOR'S WITHHOLDING OF CONSENT; FRANCHISEE'S EXCLUSIVE REMEDY

In no event may Franchisee make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval to a proposed act by Franchisee under the terms of this Franchise Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense. Franchisee's sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

20. INTEGRATION OF AGREEMENT

This Agreement and all ancillary agreements executed contemporaneously with this Agreement, constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Franchisee acknowledges that it is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of its own independent investigation of the Franchised Business and not as a result of any representations about Franchisor made by its shareholders, officers, directors, employees, agents, independent contractors or other franchisees which are contrary to the terms set forth in this Agreement or of any disclosure document, prospectus, disclosure document or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to the terms in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise.

Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations made by Franchisor in the disclosure document, or in its exhibits or amendments, that Franchisor furnished to Franchisee.

21. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing; shall be delivered to the other party personally, by certified or registered mail (and return receipt requested, postage prepaid), by overnight courier, or by electronic mail; and, will be effective on the date that delivery is documented to have been first attempted. Any notice to Franchisor shall be addressed to Franchisor at:

HI TECH DECK FRANCHISE LLC
Attn: CEO
Email: info@hitechdeck.com
9293 Whippoorwill Trail, Suite 1
Jupiter, FL 33458

Any notice to Franchisee shall be addressed to Franchisee at:

Email: _____@_____.com
(or the email address assigned to Franchisee under this Agreement)

Either party to this Agreement may, in writing, on ten (10) days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

22. MISCELLANEOUS

22.1 Construction and Interpretation; Further Acts

The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement.

The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against Franchisor or Franchisee.

It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

Since the words "Franchisor" and "Franchisee" in this Agreement may be applicable to one or more parties, the singular will include the plural, and the masculine will include the feminine and neuter. If more than one party or person is referred to as "Franchisee" under this Agreement, then their obligations and liabilities under this Agreement will be joint and several.

The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

Each reference in this Agreement to a corporation or partnership will also refer to a limited liability company and any other entity or similar organization. Each reference to the organizational documents, shareholders, directors, officers and stock of a corporation in this Agreement will also refer to the functional equivalents of the organizational documents, shareholders, directors, officers and voting rights, as applicable, in the case of a limited liability company or any other entity or similar organization.

22.2 Severability

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) unreasonable, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

23. COSTS OF ENFORCEMENT; ATTORNEYS' FEES; GOVERNING LAW; VENUE; ARBITRATION

23.1 Costs of Enforcement

Franchisor will be entitled to recover from Franchisee reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, if Franchisor prevails in any action instituted against Franchisee to secure or protect Franchisor's rights under this Agreement, or to enforce the terms of this Agreement.

23.2 Attorneys' Fees

If Franchisor becomes a party to any action or proceeding concerning this Agreement or the Franchised Business due to any act or omission of Franchisee or its authorized representatives and not to any act or omission of Franchisor or its authorized representatives, or if Franchisor becomes a party to any litigation or any insolvency proceedings pursuant to the bankruptcy code or any adversary proceeding in conjunction with an insolvency proceeding with respect to Franchisee or the Franchised Business, then Franchisee will be liable to Franchisor for the reasonable attorneys' fees, experts' fees and court costs incurred by Franchisor in the action or proceeding, regardless of whether the action or proceeding proceeds to judgment. In addition, Franchisor will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to its proof of claim in any insolvency proceedings filed by Franchisee.

23.3 Governing Law

This Agreement; all relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of Florida without recourse to Florida choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise or similar law, rule or regulation of the State of Florida or any other state, which would not otherwise apply.

23.4 Arbitration

Except as qualified in Section 23.5 below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the franchised business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The arbitration must take place in the city or (or if arbitration is not available in the city), then county where Franchisor's headquarters are located, which is currently Jupiter, Florida. Any arbitration must be resolved on an individual basis and not joined as part of a class action of the claims of other parties. The decision of the arbitrator will be final and binding to the dispute; however the arbitrator may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; or (ii) assess punitive or exemplary damages. A judgment may be entered upon the arbitration award by any state or federal court in the county where Franchisor's headquarters are

located, which is currently Palm Beach County, Florida.

23.5 Injunctive Relief

You recognize that the Franchised Business is one of a number of Hi-Tech Deck businesses identified by the Proprietary Marks, and 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 in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of our reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrator. 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. Finally, we have the right to commence a civil action against you or take other appropriate action for the following reasons: to restrain a breach or threatened breach of any of the terms of this Agreement by you; to collect sums of money due to us; to compel your compliance with trademark standards and requirements to protect the goodwill of the Proprietary Marks; to compel you to compile and submit required reports to us; or to permit evaluations or audits authorized by this Agreement.

23.6 Venue

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 that is not subject to arbitration under Section 23.4, must be brought in a court of competent jurisdiction in Palm Beach County, Florida. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this subparagraph will survive termination of this Agreement.

23.7 Waiver of Jury Trial

ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY ARISING FROM, RELATED TO, OR IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, THE FRANCHISED BUSINESS, 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 ANY CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER NOW EXISTING OR ARISING IN THE FUTURE.

In addition, the parties agree that the relationship contemplated by this Agreement is a unique and individual relationship between the parties and will be characterized by unique circumstances, actions and experiences that relate only to Franchisee and Franchisee's relationship with Franchisor. Therefore, Franchisee and Franchisor agree that any litigation between or among the parties to this Agreement and any of their respective owners, officers, directors, members, managers, employees, or representatives will be conducted on an individual basis and not on a consolidated or class-wide basis with any other current or former franchisee of Franchisor.

23.8 Punitive Damages

In no event will Franchisor be liable to Franchisee for punitive, special, consequential or exemplary damages including, but not limited to lost profits, in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement. In any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement, Franchisee shall be limited to recovering its actual damages only.

23.9 Time Limitations

Any arbitration or other legal action arising from or related to this Agreement must be instituted within two (1) years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 15, or (iii) related to unauthorized use of Confidential Information or the Marks.

24. SURVIVAL

Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement.

This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

25. SUBMISSION OF AGREEMENT

The submission of this Agreement does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by Franchisor and Franchisee. The date of execution by Franchisor will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF FRANCHISOR.

FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO IT OTHER THAN THOSE SET FORTH IN FRANCHISOR'S DISCLOSURE DOCUMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO FRANCHISEE, FRANCHISEE IS NOT RELYING ON THEM.

FRANCHISEE HAS READ ALL OF THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

[Signatures on following page]

Signature page to Franchise Agreement:

Dated: _____

FRANCHISEE: _____

_____(Signature)

(Print Name)

Its: _____

_____(Signature)

(Print Name)

Its: _____

Dated: _____

FRANCHISOR:

HI TECH DECK FRANCHISE LLC

By: _____

Print Name: _____

Its: _____

Ownership and Management Addendum to Franchise Agreement

1. Ownership. If Franchisee is a corporation, limited liability company or partnership, set forth below are the names and addresses of each shareholder, member or partner in Franchisee:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

2. Operating Partner. You represent and warrant to us that the following person is the Designated Manager:

Name: _____

Address: _____

3. Designated Manager. You represent and warrant to us that the following person is the Designated Manager:

Name: _____

Address: _____

4. Franchisee shall notify Franchisor in writing within ten (10) days of any change in the information set forth in subparagraphs (1) through (4) above.

5. Franchisee promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

6. Franchisee shall cause all of its current and future shareholders, members and partners to execute Franchisor's standard form of Guaranty.

This Addendum is effective as of this _____ day of _____, 20____.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

ADDENDUM TO HI-TECH DECK FRANCHISE AGREEMENT

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

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

EXHIBIT A TO FRANCHISE AGREEMENT

HI-TECH DECK TERRITORY

Territory

The Territory as defined in Section 1.2 of the Franchise Agreement shall be the geographic area containing the following zip codes (the "Territory"):

Dated: _____

Franchisor: Hi-Tech Deck Franchise, LLC

By: _____

Print name: _____

As: _____

Dated: _____

Franchisee: _____

By: _____

Print name: _____

As: _____

Exhibit B to Franchise Agreement
CONFIDENTIALITY/NON-COMPETITION AGREEMENT

This Non-Disclosure and Non-Competition Agreement ("**Agreement**") is made and entered into this ____ day of _____, 20____ (the "**Effective Date**"), by and between _____ ("**Company**") and _____ ("**Disclosee**").

RECITALS

A. Hi Tech Deck Franchise, LLC ("**Franchisor**") owns the rights to and has granted the Company the non-exclusive license to use the "Hi-Tech Deck" trademarks, trade names, service marks and logos (the "**Marks**"), the business systems identified by such Marks (the "**System**"), and certain confidential information, for the operation of the Company's franchised Hi-Tech Deck business (the "**Franchised Business**").

B. In connection with Disclosee's employment or engagement by the Company in connection with the Franchised Business, within the Territory of _____, Disclosee will receive access to and become acquainted with certain confidential and/or proprietary information of Franchisor. As a condition to and in consideration of Disclosee's employment by the Company, and as a material inducement for the Company to disclose certain confidential and/or proprietary information to Disclosee in connection with the business of being a franchisee of Franchisor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Disclosee, Disclosee agrees to be bound by the following representations, warranties and covenants, to be effective, during and at all times after Disclosee's employment or affiliation with the Company and the Franchised Business:

TERMS AND CONDITIONS

1. **Recitals.** The recitals contained herein are true and correct and are incorporated herein by reference.

2. **Confidential Information.** As used in this Agreement, "**Confidential Information**" includes, without limitation, various trade secrets, inventions, innovations, processes, software programs, know-how, information, records and specifications owned or licensed by Franchisor and its affiliates, and/or used by Franchisor, its affiliates or its franchisees, in connection with the System or the operation of Franchised Business, including, without limitation, Franchisor's and its affiliates' business, product processes, methods, formulas, plans, trade secrets, customer lists, accounts, identities of suppliers, price lists, procedures and techniques, confidential manuals, advertising and marketing techniques, operational and quality assurance procedures, and any other confidential and proprietary information of Franchisor or otherwise obtained by Disclosee which are based on or derived from, or which contain or reflect, any Confidential Information, regardless of the form in which such information is communicated, recorded or maintained.

Confidential Information shall not include information otherwise described above that Disclosee can establish: (a) is or becomes generally available to or known by the public (other than as a result of the unauthorized disclosure, directly or indirectly, by Disclosee or any of its employees, agents or advisors); (b) is or becomes available to Disclosee or any of its employees, agents or advisors on a non-confidential basis from a source other than the Company or Franchisor, provided that such source is not and was not bound by a confidentiality and/or nondisclosure agreement with, or other similar obligation to, the Company or Franchisor; or (c)

has been independently acquired or developed by Disclosee or any of its employees, agents or advisors without violating any of Disclosee's obligations under this Agreement.

3. Confidentiality. The Confidential Information shall be held and treated by Disclosee in utmost and strictest confidence. The Confidential Information shall not, without the prior written consent of the Company and Franchisor, be disclosed by Disclosee in any manner whatsoever, in whole or in part. Disclosee agrees that he or she will not disclose any of the Confidential Information, directly or indirectly, or use any of the Confidential Information in any manner, and at any time, other than for the specific purpose of performing his/her duties at and in connection with the Franchised Business as required in the course of Disclosee's employment relationship with the Company. Disclosee shall not reproduce, or permit the reproduction, directly or indirectly, of any of the Confidential Information except as required by the Company and Franchisor.

In the event that Disclosee becomes legally compelled or required to disclose any of the Confidential Information to a third party by order of a court or other authority of competent jurisdiction, Disclosee shall provide the Company and Franchisor with notice as far in advance as practicable so that the Company and/or Franchisor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, in the sole discretion of Franchisor. In any event, Disclosee will furnish only that portion of the Confidential Information which it is legally required to furnish.

Disclosee shall immediately advise the Company and Franchisor in writing if it learns of any unauthorized use or disclosure of Confidential Information by Disclosee, or by any person or entity, which disclosure would not be permitted if such person or entity were bound by the terms of this Agreement.

4. Ownership and Return of Information. The parties acknowledge and agree that all Confidential Information disclosed (including all Franchisor manuals) is confidential and proprietary to Franchisor and shall remain the exclusive property of Franchisor. At the request of Franchisor, Disclosee shall promptly return or destroy any and all Confidential Information including all copies thereof, on any storage medium whatsoever, in its possession or in the possession of any of its employees, agents or advisors and will not retain any copies or other reproductions in whole or in part of such material. **All manuals must be returned to Franchisor. Absolutely no copies of manuals may be made.**

5. Non-Competition Clause. Due to the proprietary nature of the software, procedures and practices of Franchisor, Disclosee acknowledges and agrees that Franchisor has a legitimate business interest and would be unable to protect its Confidential Information, System and Marks against unauthorized use or disclosure and Franchisor would be irreparably harmed and unable to encourage the free exchange of ideas and information among its franchisees if Disclosee were permitted to engage in the acts prohibited under this Agreement. Accordingly, during Disclosee's relationship with the Company (as an employee or independent contractor) in connection with the Franchised Business, and for a period of twenty-four (24) months thereafter, Disclosee promises and covenants not to:

(a) directly or indirectly, solicit or otherwise attempt to induce, by combining or conspiring with, or attempting to do so, or in any other manner influence any employee, officer, director, agent, consultant, representative, supplier, contractor or distributor of the Company to terminate or modify his or her position with, or to compete against, the Company or Franchisor;

(b) directly or indirectly, own, manage, operate, maintain, engage in, consult with or have any interest in any business that offers the same or similar services offered by Hi-Tech Deck businesses;

(c) in addition to, and not in limitation of other provisions hereof, the Disclosee shall not in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Company or Franchisor;

(d) engage in or become interested, directly or indirectly, whether as an individual, partner, shareholder, director, officer, principal, agent or employee, in the same or substantially similar business as the Company within: (i) the Company's Territory; (ii) twenty-five (25) miles from the Company's Territory's boundaries; and (iii) within the territory of any franchisee or affiliate of Franchisor who is operating a Hi-Tech Deck business or who has signed a franchise agreement for the operation of a Hi-Tech Deck business as of the date that Disclosee's relationship with the Company terminates. This paragraph shall not be interpreted so as to prevent the Disclosee from working as an employee at a similar business provided that all other provisions of this Agreement are complied with.

6. Remedies. The parties acknowledge and agree that the Confidential Information is a unique and valuable asset of Franchisor and that unauthorized disclosure or use of the Confidential Information may cause Franchisor and the Company irreparable harm and significant injury that may be difficult to ascertain. Accordingly, the parties understand and agree that, in addition to any other rights including the right to damages, Franchisor and/or the Company shall be entitled to equitable relief, in the event of any breach of this Agreement. In the event of a breach or threatened breach by Disclosee, Franchisor and/or the Company shall be entitled to injunctions restraining such breach, without being required to show any actual damage or to post any bond or other security, and/or to a decree for specific performance under this Agreement. Disclosee shall be responsible and held liable for any breach of this Agreement by its employees, agents, contractors or other representatives.

7. Representations.

a. Disclosee represents, warrants, and confirms that the restrictions contained in this Agreement are fair and reasonable and not the result of overreaching, duress, or coercion of any kind. Disclosee further acknowledges, represents, warrants, and confirms that his or her full, uninhibited and faithful observance of each of the covenants contained in this Agreement will not cause any undue hardship, financial or otherwise, and that the enforcement of each of the covenants contained in this Agreement will not impair his or her ability to obtain employment commensurate with his or her abilities on terms fully acceptable to Disclosee or otherwise to obtain income required for his or her comfortable support and of his or her family, and the satisfaction of the needs of his or her creditors.

b. Disclosee acknowledges and confirms that his or her special knowledge of Franchisor's System and the Franchised Business (and anyone acquiring such knowledge through Disclosee) is such as would cause Franchisor, its affiliates, its franchisees and the Company serious injury and loss if Disclosee (or anyone acquiring such knowledge through Disclosee) were to use such ability and knowledge to the detriment of Franchisor, its affiliates, its franchisees and the Company.

c. The Agreement neither creates nor is intended to imply the existence of an employment contract and does not represent a promise or representation of employment or

continued employment. Nothing in this Agreement shall change the “at-will” nature of Disclosee’s employment relationship with the Company.

8. Survival. The confidentiality, non-solicitation and non-competition provisions of this Agreement shall survive and apply after Disclosee’s business relationship with the Company in connection with the Franchised Business has terminated.

9. Franchisor Third Party Beneficiary. The parties recognize the necessity of the Disclosee’s compliance with the terms of this Agreement to Franchisor as the franchisor of the business operated by the Company. Accordingly, the Disclosee agrees and acknowledges that Franchisor is a third party beneficiary of the Disclosee’s obligations hereunder and Franchisor is entitled to all rights and remedies conferred upon the Company or Franchisor hereunder, which Franchisor may enforce directly against the Disclosee with or without the consent or joinder of the Company.

10. Miscellaneous

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, neither party, except Franchisor, may assign its rights or obligations under this Agreement.

b. Non-Waiver. The existence of any claim or cause of action by the Disclosee against the Company and/or Franchisor predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company and/or Franchisor of this Agreement. Any failure to object to any conduct in violation of this Agreement shall not be deemed a waiver by the Company or Franchisor. No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the Disclosee, the Company and Franchisor, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

c. Attorneys’ Fees, Costs and Expenses. In any action or proceeding to enforce this Agreement, including any appeals or post judgment proceedings, the prevailing party shall be entitled to recover from the other party thereto the reasonable attorneys’ fees, court costs, filing fees, publication costs and other expenses incurred by the prevailing party in connection therewith.

d. Venue, Jurisdiction and Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation involving this Agreement or the relationship between the parties shall be Palm Beach County, Florida. The parties agree to submit to the exclusive jurisdiction of the courts of Palm Beach County, Florida.

e. Rule of Construction. The terms and conditions set forth in this Agreement are the product of mutual draftsmanship and/or review by the parties hereto, each having the opportunity to be represented by counsel. Any ambiguities in this Agreement or any agreement prepared or to be prepared pursuant to or in connection with this Agreement shall not be construed against any one party because of the draftsmanship. The Agreement shall be interpreted in a neutral fashion consistent with the intent of the parties as stated herein.

f. Severability. In the event that any court shall finally hold that any other provision stated in this Agreement constitutes an unreasonable restriction upon the Disclosee,

the Disclosee hereby expressly agrees that the provisions of this Agreement shall not be rendered void, but shall apply to such other extent as such court may judicially determine or indicate constitutes a reasonable restriction under the circumstances involved. The Disclosee agrees that it shall forthwith comply with any covenant as so modified, which is fully enforceable to the extent permitted by applicable law. The obligations of the Disclosee to the Company and Franchisor are in addition to, and not in lieu of, any additional or more restrictive obligations the Disclosee may have to the Company and/or Franchisor in any other agreement.

g. Time. In the event the Company and/or Franchisor should bring any legal action or other proceeding for the enforcement of this Agreement, the time for calculating the term of the restrictions herein shall not include the period of time commencing with the filing of legal action or other proceeding to enforce the terms of this Agreement hereof through the date of final judgment or final resolution, including all appeals, if any, of such legal action or other proceeding.

h. Modification of Agreement and Merger. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be supplemented, modified or revised in any manner except by a single writing signed by the Disclosee, the Company and Franchisor. There are no prior or contemporaneous oral promises, representations or agreements not set forth herein inducing entry into this Agreement and all prior negotiations, discussions, statements and representations are merged into this Agreement. The provisions of this paragraph cannot be modified by conduct, oral agreement or written agreement, unless signed by the Disclosee, the Company and Franchisor.

i. Authority to Sign. By signing this Agreement, each party represents and warrants to all other parties that its execution of this Agreement is duly authorized in accordance with applicable laws relating to such parties, that this Agreement is fully enforceable according to its terms against such executing party and that the individual executing on any corporation's behalf has the requisite power and authority to do so.

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

Disclosee: _____
Print name

Signature

The Company: _____

By:
As:

Exhibit C to Franchise Agreement

ELECTRONIC FUNDS TRANSFER AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO HI TECH DECK FRANCHISE LLC ("PAYEE")

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. The undersigned agrees to select the option for automatic payments in Payee's payment and invoicing program. It is agreed that Depository's rights with respect to each such debit shall be the same with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty days prior written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken according to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose for payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee under the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository (full name of bank and address): _____

Name of Depositor: _____

Designated Bank Acct. No.: _____

(Please attach one voided check for the above account)

Bank Routing Number: _____

Principal Business Address: _____

Phone #: _____

Fax #: _____

Name of Franchisee/Depositor (please print): _____

By: _____

Signature and Title of Authorized Representative

Date: _____

Exhibit D to Franchise Agreement GUARANTY

In consideration of the execution by HI TECH DECK FRANCHISE LLC ("Franchisor") of the Hi-Tech Deck Franchise Agreement (the "Franchise Agreement"), dated the ____ day of _____, 20____, between Franchisor and _____ ("Franchisee") and for other good and valuable consideration, including Franchisor's execution of or consent to the transfer of the Franchise Agreement, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement, including, but not limited to, the confidentiality, non-competition, non-solicitation and indemnification provisions, and in any other agreement(s) by and between Franchisee and Franchisor.

If more than one (1) person has executed this Guaranty, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement, and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guaranty shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Franchise Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Franchise Agreement, this Guaranty or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement, or any other person.

Should Franchisee be in breach or default under the Franchise Agreement, or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement, or any others of the undersigned.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement, or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guaranty shall inure to the benefit of the Franchisor, its successors and assigns. This Guaranty may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

Guarantors agree to pay all of Franchisor's reasonable attorneys' fees and costs incurred in any collection or attempt to collect amounts due or to enforce provisions of the Franchise Agreement or this Guaranty.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida. Franchisor may enforce its rights regarding this Guaranty in the courts of Palm Beach County, Florida, to which venue and jurisdiction Guarantors hereby expressly consent and agree. Guarantors each irrevocably consent and submit to the jurisdiction and venue of such courts and agree to participate and be bound by the arbitration provisions of the Franchise Agreement.

Should any one (1) or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty effective as of the date of the Franchise Agreement.

Dated: _____

(Signature)

(Print Name)

Dated: _____

(Signature)

(Print Name)

Dated: _____

(Signature)

(Print Name)

Exhibit E to Franchise Agreement SECURITY AGREEMENT

In consideration of the execution by Franchisor of the Hi-Tech Deck Franchise Agreement (the "Franchise Agreement"), dated the _____ day of _____, between HI TECH DECK FRANCHISE LLC ("Secured Party") and _____ ("Debtor"), and for other good and valuable consideration, the Parties hereby agree as follows:

1. Background.

Secured Party, as Franchisor, and Debtor, as Franchisee, are parties to the Franchise Agreement, pursuant to which, among other things, Debtor is obligated to pay, from time to time, certain sums to Secured Party. In order to induce Secured Party to enter into the Franchise Agreement, Debtor, among other things, is entering into this Security Agreement pursuant to which Debtor's payment and performance of all obligations under the Franchise Agreement are secured on the terms and conditions hereinafter provided for. Capitalized terms, which are defined in the Franchise Agreement, shall have the same meaning herein.

2. Security Interest.

To secure the payment and performance by Debtor of all obligations and liabilities under the Franchise Agreement (such payment and performance of such obligations and liabilities being hereinafter collectively referred to as the "Obligations"), Debtor shall and hereby does grant, convey, assign and transfer to Secured Party, a security interest in and to the Franchise Agreement, all of the equipment, tools, decking, and any signs and other appurtenances or property bearing any of the Proprietary Marks used in the operation of Debtor's Hi-Tech Deck business (the "Collateral").

3. Default.

3.1 **Definitions.** The term "Event of Default," as used herein, shall mean the occurrence and continuation of any one or more of the following events:

- (a) Any failure of Debtor to promptly and faithfully pay, observe and perform, when due, any of the Obligations;
- (b) If Debtor becomes insolvent, commits an act of bankruptcy, files a voluntary petition in bankruptcy, or an involuntary petition in bankruptcy is filed, or a permanent or temporary receiver or trustee for the Franchised Business, or all or substantially all of the Debtor's property is appointed by any court and such appointment is not actively opposed through legal action, or Debtor makes an assignment or arrangement for the benefit of creditors, or calls a meeting of creditors, or Debtor makes a written statement to the effect that he, she or it is unable to pay his, her or its debts as they become due, or a levy of execution is made upon Debtor, or an attachment or lien outstanding with respect to any of the Collateral or the Franchised Business for thirty (30) days, unless the attachment or lien is being duly contested in good faith by Debtor, and Secured Party is so advised in writing;

- (c) If Debtor is a corporation, partnership, joint venture, or other legal entity, and any action is taken which purports to merge, consolidate, dissolve, or liquidate Debtor without the prior written consent of Secured Party.

3.2 Remedies. Upon the occurrence of an Event of Default, all amounts payable to Secured Party shall become immediately due and payable and Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the state or states in which the Collateral may be located, including the right to enter upon the Location peaceably and remove all Collateral. Secured Party shall give Debtor reasonable notice of the time and place of any public or private sale or other intended disposition of all of any particular Collateral, as the case may be. Debtor agrees that the requirement of reasonable notice shall be met if notice is mailed to Debtor at its address listed in Section 21 of the Franchise Agreement not less than five (5) business days prior to the sale or other disposition. Expenses of retaking, holding, preparing for sale, selling or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees and other legal expenses. Secured Party's rights and remedies, whether pursuant hereto or pursuant to the Uniform Commercial Code or any other statute or rule of law conferring rights similar to those conferred by the Uniform Commercial Code, shall be cumulative and not alternative.

4. Notices.

Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and shall be deemed given on the date the same is: (i) actually received; or (ii) mailed by overnight mail or certified or registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth in Section 21 of the Franchise Agreement. The person and the place to which notices or copies of notices are to be mailed to either party may be changed from time to time by such party by written notice to the other party.

5. Applicable Law.

This Security Agreement shall be governed by and interpreted under the laws of the State of Florida, without regard to the principles of conflict of laws thereof.

6. Miscellaneous.

- 6.1 This Security Agreement shall inure to the benefit of, and shall be binding upon the respective successors, assigns and legal representatives of the parties hereto.
- 6.2 The captions used herein are inserted for reference purposes only and shall not affect the interpretation or meaning of this Security Agreement.
- 6.3 Debtor hereby authorizes Secured Party, from time to time, to file financing statements in such form as may be necessary to perfect the security interest in the Collateral in any or all pertinent jurisdictions and in this

regard, to execute said financing statements for itself (as secured party) and for Debtor (as debtor), as Debtor's agent. Upon Secured Party's request, Debtor shall execute any such financing statement as debtor.

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

SECURED PARTY:
HI TECH DECK FRANCHISE LLC

By: _____

(print name)

As its: _____

DEBTOR:

By: _____

(print name)

As its: _____

EXHIBIT C

FORM OF GENERAL RELEASE

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release (“Release”) is executed by the undersigned (“Releasor”) in favor of Hi Tech Deck Franchise, LLC, a Florida Limited Liability Company (“Hi Tech Deck Franchise”).

Background Statement: [describe circumstances of Release]

Releasor agrees as follows:

- 1. Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the “Releasing Parties”)) hereby releases Hi Tech Deck Franchise, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the “Released Parties”) from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, “Claims”).
- 2. Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.
- 3. Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor’s choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.
- 4. Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Hi Tech Deck Franchise reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Agreed to by:

Name: _____
Date: _____

EXHIBIT D
FINANCIAL STATEMENTS

Hi Tech Deck Franchise, LLC

Financial Statements

For the Year Ended December 31, 2025
(with Independent Auditor's Report thereon)

Hi Tech Deck Franchise LLC
Table of Contents
As of and for the Year Ended December 31, 2025

Independent Auditor's Report	1-2
Financial Statements	
Balance Sheet	3
Statement of Operations and Changes in Members' Equity	4
Statement of Cash Flows	5
Notes To Financial Statements	6-10
Supplementary Information	
Independent Accountant's Review Report on Supplementary Information	11
Schedule of Operating Expenses	12

Taykan Couriel, LLC

CERTIFIED PUBLIC ACCOUNTANT

107 Dunmore Drive
Jupiter, FL 33458
Tel: (954)297-3795
andy.couriel@courielcpa.com

INDEPENDENT AUDITOR'S REPORT

To the members
Hi Tech Deck Franchise, LLC

Opinion

I have audited the accompanying financial statements of Hi Tech Deck Franchise, LLC, which comprise the balance sheet as of December 31, 2025, and the related statements of operations, changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hi Tech Deck Franchise, LLC as of December 31, 2025, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. My responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of Hi Tech Deck Franchise, LLC and to meet my other ethical responsibilities in accordance with relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Hill Center, Inc. D/B/A Hill Learning Center's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Hi Tech Deck Franchise, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Hi Tech Deck Franchise, LLC's ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that I identified during the audit.

A handwritten signature in black ink, appearing to be "Andrew L. ...", written in a cursive style.

Jupiter, FL
May 22, 2026

Hi Tech Deck Franchise, LLC
Balance Sheet
December 31, 2025

Assets	
Current assets	
Cash and cash equivalents	\$ 301,964
Accounts receivable	5,100
Inventory	<u>358,125</u>
Total current assets	665,189
Noncurrent assets	
Property, plant and equipment, net	
of accumulated depreciation of \$ 26,412	<u>321,158</u>
Total assets	<u><u>\$ 986,347</u></u>
Liabilities and members' equity	
Current liabilities	
Accounts payable	62,147
Deferred revenue	50,000
Current portion of noncurrent liabilities	<u>28,820</u>
Total current liabilities	140,967
Noncurrent liabilities	
Notes payable	<u>272,326</u>
Total liabilities	413,293
Members' equity	<u>573,054</u>
Total liabilities and members' equity	<u><u>\$ 986,347</u></u>

The accompanying notes are an integral part of this financial statement.

Hi Tech Deck Franchise, LLC
Statement of Operations and Changes in Members' Equity
For the Year Ended December 31, 2025

Revenue	
Franchise fees	\$ 300,000
Marketing fees	59,690
Royalty fees	73,203
Sales	<u>1,740,960</u>
Total Revenue	2,173,853
Cost of sales	
Cost of goods sold	1,253,793
Marketing and advertising	<u>298,289</u>
Total Cost of sales	<u>1,552,082</u>
Gross Profit	621,771
(Less): Operating expenses	<u>275,046</u>
Operating income	346,725
Other income (expenses)	<u>324,232</u>
Net income (loss)	670,957
Members' equity, beginning	-
Member draws	<u>(97,903)</u>
Members' equity, ending	<u>\$ 573,054</u>

The accompanying notes are an integral part of this financial statement.

Hi Tech Deck Franchise, LLC
Statement of Cash Flows
For the Year Ended December 31, 2025

Cash flow from operating activities	
Net income (loss)	\$ 670,957
Reconciliation of net income (loss) to net cash provided by (used in) operating activities:	
Depreciation	26,412
(Increase)/decrease in:	
Accounts receivable	(5,100)
Inventory	(358,125)
Increase/(decrease) in:	
Accounts payable	62,147
Deferred revenue	50,000
Net cash provided by (used in) operating activities	446,291
Cash flow from investing activities	
Property, plant and equipment, net	(347,570)
Net cash provided by (used in) investing activities	(347,570)
Cash flows from financing activities	
Member draws	(97,903)
Notes payable	301,146
Net cash provided by (used) in financing activities	203,243
Net increase (decrease) in cash	301,964
Cash, beginning of year	-
Cash, end of year	\$ 301,964

The accompanying notes are an integral part of this financial statement.

Hi Tech Deck Franchise, LLC
Notes to Financial Statements
As of and for the Year Ended December 31, 2025

NOTE 1- NATURE OF OPERATIONS

Hi Tech Deck Franchise, LLC (the "Company") was organized under the laws of the State of Florida in 2024 is engaged in the franchising marine flooring retail territories. The Company maintains franchises throughout the United States.

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation.

Material estimates that are particularly susceptible to significant change relate to the useful lives of intangible assets, amortization values, and the realizability of accounts receivable. Due to the inherent uncertainty involved in making estimates, actual results reported in future periods could differ from these estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with a maturity of three months or less at acquisition as cash and cash equivalents. The Company deposits cash with financial institutions, which management believes are of high credit quality.

Accounts Receivable

Accounts receivables at December 31, 2025 are \$5,100, that bear income statement collection risk. This amount relates to sales earned by the Company. Management provides for uncollectible amounts through a charge to earnings and a credit to an allowance for credit losses based on its assessment of the current status of individual accounts. Balances still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for credit losses and a credit to accounts receivable, which had a balance of \$0 as of December 31, 2025.

Tangible and intangible Assets

Tangible and intangible assets with finite lives are depreciated or amortized over their respective useful lives and reviewed for impairment if events and circumstances indicate that the assets might be impaired. The estimated useful lives for separable tangible and intangible assets are as follows as of December 31, 2025:

<u>Tangible assets</u>	<u>Estimated Useful Life</u>
Vehicles and transportation equipment	5-7 years

Fair Value Measurements

The Company assesses fair value measurements in accordance with FASB ASC 820, Fair Value Measurements and Disclosures. As of December 31, 2025, the carrying values of the Company's cash and cash equivalents, contracts receivable, accounts payable and accrued expenses approximate fair value based on their short duration to maturity. The fair value of the long-term debt is estimated based on interest rates currently available to comparable entities with similar terms, credit risk, nonperformance risk, and remaining maturity.

Hi Tech Deck Franchise, LLC
Notes to Financial Statements (Continued)
As of and for the Year Ended December 31, 2025

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

The Company records revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers. The core principle of ASC Topic 606 is that an entity should recognize revenue for the transfer of goods or services equal to the amount of consideration that it expects to be entitled to receive for those goods or services. This principle is achieved through applying a five-step process for customer contract revenue recognition.

Revenue from Company store sales is recognized at the point in time when products are sold. Various governmental authorities directly impose taxes on sales including sales, use, value added and some excise taxes. The Company excludes such taxes from net sales.

The Company recognizes revenues in the form of royalties, initial and other fees associated with franchise and development rights. The franchise agreements provide for an initial franchise fee and continuing royalty payments based upon net sales. Additionally, there are nonrefundable fees for granting exclusive development rights to specific geographic areas. The Company provides site selection review and advice on construction cost and administration, training, and other administrative support to franchisees related to each anticipated future opening.

Royalty fee, technology fee, training and marketing fee revenues are recognized as sales occur through the application of the sales and usage-based royalty exception noted in ASC 606.

Adoption of New Accounting Standard

In June 2016, the Financial Accounting Standards Board issued ASC 326 Financial Instruments -Credit Losses effective for years beginning after December 15, 2022 that significantly changed how entities measure credit losses for most financial assets, including trade receivables. The guidance implemented a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to this guidance were accounts receivable.

Liquidity and Availability of Assets

The Company maintains a liquid cash balance in checking and money market accounts in an amount necessary to meet its anticipated expenditures for the next 30 days. Cash in excess of this amount is invested in short-term investments.

Income Taxes

For income tax purposes, the Company has elected to be taxed as an S corporation under the provisions of the Internal Revenue Code and state laws. Under these provisions, the Company does not pay federal or state corporate income taxes on its taxable income; accordingly, those taxes have not been included in the financial statements. Instead, the stockholder is liable for individual income taxes on the Company's income.

Although the Company is not subject to income taxes, The Company accounts for uncertain tax positions in accordance with FASB ASC 740, Income Taxes. The benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50% likely of being realized upon settlement with the applicable taxing authority.

Hi Tech Deck Franchise, LLC
Notes to Financial Statements (Continued)
As of and for the Year Ended December 31, 2025

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

The portion of the benefits associated with tax positions that exceeds the amount measured as described above is reflected as a liability for unrecognized tax benefits in the accompanying balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. The Company recognizes accrued interest and penalties related to uncertain tax positions, if any, as a component of income tax expense. No amounts were recognized in the financial statements for uncertain tax positions as of December 31, 2025. Management's conclusions regarding uncertain tax positions may be subject to review and adjustment at a later date based upon ongoing analysis of tax laws, regulations and interpretations thereof as well as other factors.

Compensated Absences

Employees of the Company may be entitled to paid vacation, paid sick days, and personal days off, depending on job classification, length of service, and other factors. The employees must use the time within the calendar year; accordingly, no liability is recorded in the financial statements. The Company's policy is to recognize the expense of compensated absences when actually paid to the employees.

Leases

The Company assesses Lease in accordance with FASB ASC 842, Leases. For leases with a lease term greater than one year, the Company recognizes a lease asset for its right to use the underlying leased asset and a lease liability for the corresponding lease obligation. The Company determines whether an arrangement is or contains a lease at contract inception. Operating leases with a duration greater than one year are included in operating lease right-of-use assets, current portion operating lease liabilities, and operating lease liabilities, net of current portion in the Company's balance sheet at December 31, 2025. Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. In determining the present value of lease payments, the Company uses a risk-free rate of a period comparable with that of the lease term.

The Company considers the lease term to be the noncancelable period that it has the right to use the underlying asset, including all periods covered by an option to (1) extend the lease if the Company is reasonably certain to exercise the option, (2) terminate the lease if the Company is reasonably certain not to exercise that option, and (3) extend, or not to terminate, the lease in which exercise of the option is controlled by the lessor. The operating lease right-of-use assets also include any lease payments made and exclude lease incentives received or receivable. Lease expense is recognized on a straight-line basis over the expected lease term. Variable lease expenses are recorded when incurred.

The Company has elected the practical expedient for leases with an initial term of 12 months or less and therefore, these leases are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term.

Advertising Expenses

General advertising costs are charged to expense when incurred. General advertising costs were \$298,289 for the year ended December 31, 2025.

Hi Tech Deck Franchise, LLC
Notes to Financial Statements (Continued)
As of and for the Year Ended December 31, 2025

NOTE 3- FIXED ASSETS AND INTANGIBLE ASSETS

Fixed assets consist of the following:

Machinery and equipment	\$ 175,768
Vehicles and transportation equipment	<u>347,570</u>
	523,338
(Less): accumulated depreciation	<u>(26,412)</u>
Property and equipment, net	<u><u>\$ 496,926</u></u>

Depreciation expense for the year ended December 31, 2025 was \$39,070.

NOTE 4- NOTES PAYABLE

Notes payable consisted of the following:

Note payable in monthly installments of \$1,116, including interest at 6.59% , through Septmber 2040, secured by a 2023 Pathfinder 26' boat.	\$ 109,262
Note payable in monthly installments of \$1,283, including interest at 6.59% , through May 2032, secured by a 2024 Ford F-450 vehicle.	84,366
Note payable in monthly installments of \$429, including interest at 6.99% , through September 2032, secured by a 2024 Jayco 28' trailer.	27,732
Note payable in monthly installments of \$1,274, including interest at 6.59% , through May 2032, secured by a 2025 Montana 38' trailer.	79,786
Less: Current portion of long-term liabilities	<u>(28,820)</u>
	<u><u>\$ 272,326</u></u>

Future principal payments of long-term debt are as follows:

<u>For the year ended December 31:</u>	
2026	\$ 28,820
2027	30,695
2028	32,697
2029	34,837
2030	37,121
Thereafter	<u>136,876</u>
	<u><u>\$ 301,046</u></u>

Interest expense for the year ended December 31, 2025 was \$4,129.

Hi Tech Deck Franchise, LLC
Notes to Financial Statements (Continued)
As of and for the Year Ended December 31, 2025

NOTE 5- RELATED PARTY TRANSACTIONS

Related party receivables and payables are used to record operating expenses paid and advanced by the Company to a related party Hi Tech Deck, LLC , wholly owned by the same sole-member of the Company, in the ordinary course of business and on a continuing basis. For the year ended December 31, 2025, the Company reimbursed the related party \$30,000 for salaries, wages, taxes and fees as part of franchisee training.

NOTE 6- SALE OF ASSETS AND CREATION OF NEW FRANCHISEES

During the year ended December 31, 2025, the Company sold equipment with a net book value of \$175,768 for \$500,000, resulting in a gain of \$324,232, which is included in the "other income" section of the Statement of Operations and Changes in Members' Equity. These sales transactions created new franchisees of the Company, and \$100,000 is included in franchise fee income on the Statement of Operations and Changes in Members' Equity as a part of these transactions.

NOTE 7- CONCENTRATION OF RISK

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and contracts receivable. The Company maintains cash with high-quality financial institutions, which may occasionally exceed federally insured amounts. At December 31, 2025, the Company had unsecured balances totaling \$51,964.

NOTE 8- COMMITMENTS AND CONTINGENCIES

Litigation

The Company is subject to various claims and legal proceedings covering a wide range of matters that arise in the ordinary course of its business activities. Management believes that any liability that may ultimately result from the resolution of these matters will not have a material effect on the financial condition, results of operations, or cash flows of the Company.

NOTE 9- SUBSEQUENT EVENTS

The Company evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through May 22, 2026, the date the financial statements were available for issuance and determined that no additional items required disclosure.

Taykan Couriel, LLC

CERTIFIED PUBLIC ACCOUNTANT

107 Dunmore Drive

Jupiter, FL 33458

Tel: (954)297-3795

andy.couriel@courielcpa.com

INDEPENDENT ACCOUNTANT'S REVIEW REPORT ON SUPPLEMENTARY INFORMATION

To the members

Hi Tech Deck Franchise, LLC

My report on my review of the basic financial statements of Hi Tech Deck Franchise, LLC for the year ended December 31, 2025, appears on page 1. The objective of that review was to perform procedures to obtain limited assurance as a basis for reporting whether I was aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in page 12 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in my review of the basic financial statements.

I am not aware of any material modifications that should be made to the supplementary information. I have not audited the supplementary information and do not express an opinion on such information.



Andy Couriel, CPA

Jupiter, FL

May 22, 2026

Hi Tech Deck Franchise, LLC
Schedule of Operating Expenses and Other (Income) Expense
For the Year Ended December 31, 2025

Operating expenses	
Automobile	4,047
Bank service charges	1,723
Computer and internet	195
Depreciation	26,412
Interest	8,717
Meals and entertainment	224
Professional fee	30,025
Repairs and maintenance	5,360
Salaries, wages, taxes and fees	197,364
Supplies	713
Telephone	266
Total operating expenses	<u>\$ 275,046</u>
<u>Other Income (Expense)</u>	
Gain on sale of assets	<u>324,232</u>
Total other income (expense)	<u>\$ 324,232</u>

HI TECH DECK FRANCHISE, LLC
Balance Sheet as of April 30, 2025
TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Independent Accountant Audit Report	3-4
Balance Sheet	5
Notes to Accompanied Financial Statements	6-8

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of HI TECH DECK FRANCHISE, LLC

Opinion

We have audited the financial statements of HI TECH DECK FRANCHISE, LLC (the “Company”), which comprise the Balance Sheet as of April 30, 2025, and the related notes for the period then ended. (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at April 30, 2025, and the results of its operations and its cash flows for the period ended April 30, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

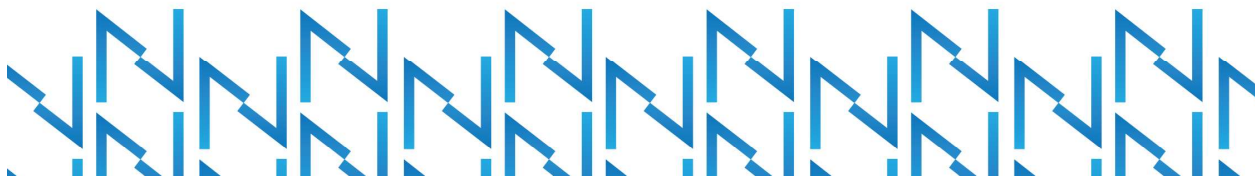
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.



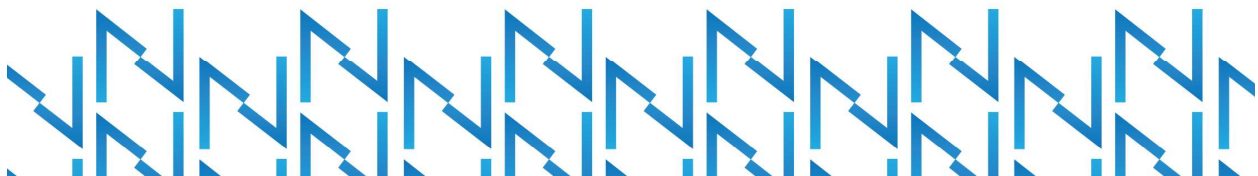
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Omar Alnuaimi, CPA

Naperville, IL
May 1, 2025



HI TECH DECK FRANCHISE, LLC
BALANCE SHEET
AS OF APRIL 30, 2025

<u>ASSETS</u>		
CURRENT ASSETS		
Cash and Cash Equivalents		<u>\$533,720</u>
TOTAL CURRENT ASSETS		<u>533,720</u>
NON-CURRENT ASSETS		
TOTAL NON-CURRENT ASSETS		<u>-</u>
TOTAL ASSETS		<u><u>533,720</u></u>
<u>LIABILITIES AND OWNER'S EQUITY</u>		
CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		<u>-</u>
NON-CURRENT LIABILITIES		
TOTAL NON-CURRENT LIABILITIES		<u>-</u>
TOTAL LIABILITIES		<u>-</u>
OWNER'S EQUITY		
Retained Earnings (Deficit)		<u>533,720</u>
TOTAL SHAREHOLDERS' EQUITY		<u>533,720</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		<u><u>\$533,720</u></u>

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

HI TECH DECK FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2025

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

HI TECH DECK FRANCHISE, LLC (the “Company”) was incorporated under the laws of the State of Florida for the purpose of offering franchise opportunities to entrepreneurs who want to own their own ‘Hi-Tech Deck’ location, as a franchise.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller’s price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—‘Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient’ in 2022 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

HI TECH DECK FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2025

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Unearned Revenue

The Company's primary performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the stand-alone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of April 30, 2025, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

HI TECH DECK FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2025

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 1, 2025, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

INTERIM UNAUDITED FINANCIAL STATEMENTS

(AS OF MAY 31, 2026)

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Hi Tech Deck Franchise LLC

Balance Sheet As of May 31, 2026

		TOTAL
Assets		
Current Assets		
Bank Accounts		
LIFEGREEN BUSINESS CHECKING (7748) - 1		0.00
Truist 9295		1,228,865.58
Total for Bank Accounts		\$1,228,865.58
Accounts Receivable		
Accounts Receivable (A/R)		1,085.86
Total for Accounts Receivable		\$1,085.86
Other Current Assets		
Due from Hi Tech Deck		0.00
Inventory Asset		358,125.00
Undeposited Funds		11,429.04
Total for Other Current Assets		\$369,554.04
Total for Current Assets		\$1,599,505.48
Fixed Assets		
2023 Pathfinder 2600 Boat		110,140.00
2024 Ford F-450		126,045.30
2024 Jayco 28' RV		28,427.00
2025 Montana 38' RV		82,958.00
Accumulated Depreciation		-26,412.00
Equipment		0.00
Total for Fixed Assets		\$321,158.30
Total for Assets		\$1,920,663.78
Liabilities and Equity		
Liabilities		
Current Liabilities		
Credit Cards		
American Express		49,396.00
Chase		12,751.00
Chase Card		-12,750.75
Total for Credit Cards		\$49,396.25
Other Current Liabilities		
Deferred Revenue		50,000.00
Total for Other Current Liabilities		\$50,000.00
Total for Current Liabilities		\$99,396.25
Long-term Liabilities		
Loan Payable- 2023 Pathfinder 2600 (Aqua Finance \$1,116)		109,262.29
Loan Payable- 2024 Ford F-450 (Florida Credit Union \$1,282)		84,365.96
Loan Payable- 2024 Jayco 28' (M&T Bank \$422)		27,231.72
Loan Payable- 2025 Montana 38' (Merrick Bank \$1,273)		79,785.60
Total for Long-term Liabilities		\$300,645.57
Total for Liabilities		\$400,041.82

Hi Tech Deck Franchise LLC

Balance Sheet

As of May 31, 2026

	TOTAL
Equity	
Member Distribution	-131,181.50
Retained Earnings	670,958.13
Net Income	980,845.33
Total for Equity	\$1,520,621.96
Total for Liabilities and Equity	\$1,920,663.78

Hi Tech Deck Franchise LLC

Profit and Loss January 1-May 31, 2026

	TOTAL
Income	
Franchise Sale (Territory)	250,000.00
Marketing Fee Income	21,000.00
Royalty Fee Income	749,927.24
Sales	64,638.15
Total for Income	\$1,085,565.39
Cost of Goods Sold	
Marketing or Advertising	102,288.82
Total for Cost of Goods Sold	\$102,288.82
Gross Profit	\$983,276.57
Expenses	
Auto and Transportation	28,817.88
Bank and Merchant Fees	7.00
Computer and Internet	284.30
Independent Contractor	-5,832.00
Licenses and Fees	500.00
Meals and Entertainment	168.15
Total for Expenses	\$23,945.33
Net Operating Income	\$959,331.24
Other Income	
Funding (deleted)	25,600.00
Other Income	7,929.04
Total for Other Income	\$33,529.04
Other Expenses	
3500 Miscellaneous Expenses (deleted)	2,014.95
99999 Ask Client (deleted)	10,000.00
Total for Other Expenses	\$12,014.95
Net Other Income	\$21,514.09
Net Income	\$980,845.33

EXHIBIT E

BRAND STANDARDS MANUAL TABLE OF CONTENTS



Manual Section	Number of Pages
Preface & Introduction	35
Establishing My Franchise Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	41
Selling & Marketing	18
Total Number of Pages	204

EXHIBIT F

CURRENT AND FORMER FRANCHISEES

As of December 31, 2025:

Current Franchisees

Names of all current franchisees (as of December 31, 2025) and the address and telephone number of each of their outlets:

Outlets Opened: Former Franchisee	Last Known City/State	Last Known Phone Number or E-Mail
Gary Tharpe *This franchisee ceased operations in Q1 2026	St. Augustine, Florida	904-657-3297
Rob Hundley	Western Michigan	269-366-5252
Davis Beville	Charleston, South Carolina	864-616-9625

Franchise Agreement signed but Outlet not yet Opened (as of December 31, 2025):

Former Franchisee	Last Known City/State	Last Known Phone Number or E-Mail
Austin South	Currituck, Camden, Pasquotank, Perquimans, Chowan, Bertie, Washington, Tyrrell, Dare and Hyde Counties, North Carolina	252-982-8237

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

Former Franchisee	Last Known City/State	Last Known Phone Number or E-Mail
Vaugh Life, LLC Contact: William Vaughn *This former franchisee was terminated in 2025	Palm City, Florida	443-253-0283
Marinebase LLC Contact: Daniel Balkcom *This former franchisee ceased operations in 2025	Parkland, Florida	214-636-8836
Gary Tharpe *This former franchisee ceased operations in Q1 2026	St. Johns, Florida	904-657-3297

EXHIBIT G

STATE ADDENDA TO DISCLOSURE DOCUMENT

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

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

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise.

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of California:

1. 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.

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

2. The following statement is added to Item 3:

Neither Hi Tech Deck Franchise, LLC, nor any person in Item 2 of the Disclosure Document is subject to any currently effective order or any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 8.78(a) et seq., suspending or expelling such persons from membership in such association or exchange.

3. The highest interest rate allowed by law in California for late payments is 10% annually.

4. The following statements are added to Item 17:

- I. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
- II. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
- III. 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.
- IV. The franchise agreement requires application of the laws of Florida. This provision may not be enforceable under California law.
- V. The Franchise Agreement requires binding arbitration. The arbitration will occur in Jupiter, Florida with the cost being borne by the parties as determined by the arbitrator.

Prospective franchisees are encouraged to consult with 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.

- VI. California Corporations Code, Section 31125 requires us to give you a Disclosure Document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.
- VII. The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

5. California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the Franchise Investment Law.

Website:

www.hitechdeck.com

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THESE WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: _____
2. A proposed registration or filing is or will be shortly on file in the following states:

3. No states have refused, by order or otherwise to register these franchises.
4. No states have revoked or suspended the right to offer these franchises.
5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the “Act”), this Disclosure Document is amended as follows:

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

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

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

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

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7

DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

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, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. 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 the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

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

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

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

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

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

6. The following 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.

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

8. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 *et seq.*), which describes the time period a Franchise Disclosure

Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Maryland	
New York	
Rhode Island	August 3, 2026
Virginia	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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 Hi Tech Deck Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Hi Tech Deck Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address and telephone number of each franchise seller offering the franchise:

Robert Litzenberger and Jason Mannellino at 9293 Whippoorwill Trail, Ste. 1, Jupiter, FL 33458; Telephone 561-900-5174 and:

_____ [Any other franchise seller involved in a particular franchise transaction must be disclosed here before the Disclosure Document is given to the prospective franchisee.]

Issuance Date: June 2, 2026

I received a disclosure document dated June 2, 2026 that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Exhibits)
- C. Form of General Release
- D. Financial Statements
- E. Manual Table of Contents
- F. Current and Former Franchisees
- G. State Addenda to Disclosure Document

Signature: _____

Print Name: _____

Date Received: _____

Keep 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 Hi Tech Deck Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Hi Tech Deck Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address and telephone number of each franchise seller offering the franchise:

Robert Litzenberger and Jason Mannellino at 9293 Whippoorwill Trail, Ste. 1, Jupiter, FL 33458; Telephone 561-900-5174 and:

_____*[Any other franchise seller involved in a particular franchise transaction must be disclosed here before the Disclosure Document is given to the prospective franchisee.]*

Issuance Date: June 2, 2026

I received a disclosure document dated June 2, 2026 that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Exhibits)
- C. Form of General Release
- D. Financial Statements
- E. Manual Table of Contents
- F. Current and Former Franchisees
- G. State Addenda to Disclosure Document

Signature: _____

Print Name: _____

Date Received: _____

Return this copy to us.

**Hi Tech Deck Franchise, LLC
9293 Whippoorwill Trail, Ste 1, Jupiter, FL 33458**