FRANCHISE DISCLOSURE DOCUMENT

Renew Crew Franchising Corporation
A Delaware Corporation
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Richmond, VA 23294
(800) 722-4668
info@RenewCrewClean.com
www.RenewCrewClean.com
www.RenewCrewFranchise.com
www.OutdoorLivingBrands.com

The franchise described in this disclosure document is for the operation of a RENEW CREW® business, which offers certain cleaning, restoration and protection services for a wide variety of exterior surfaces in both residential and commercial markets.

The total investment necessary to begin operation of a RENEW CREW franchise is $39,175 to $92,625. This includes $7,875 to $39,000 that must be paid to the franchisor or affiliate. If you sign a development agreement, you must pay us a development fee of $10,000 for each RENEW CREW franchise business you agree to develop under your Development Schedule.

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, contact Christopher Grandpre at 2924 Emerywood Parkway, Suite 101, Richmond, Virginia 23294, (804) 353-6999.

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

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

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

Issuance Date: April 10, 2019

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit E for information about the franchisor, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN VIRGINIA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN VIRGINIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT VIRGINIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. IF YOU ARE AN INDIVIDUAL, YOUR SPOUSE MUST SIGN THE GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS, WHICH WILL MAKE THEM JOINTLY AND SEVERALLY LIABLE FOR THE DEBTS OF THE RENEW CREW BUSINESS WHETHER OR NOT YOUR SPOUSE IS INVOLVED IN THE OPERATIONS OF THE RENEW CREW BUSINESS. THIS REQUIREMENT PLACES YOUR PERSONAL ASSETS AND YOUR SPOUSES ASSETS AT RISK.
4. FOR A STANDARD TERRITORY, YOU MUST PAY US MINIMUM MONTHLY ROYALTIES OF $1,000 PER MONTH BEGINNING 24 MONTHS AFTER YOU START OPERATION THROUGH THE BALANCE OF THE INITIAL TERM AND ANY INTERIM PERIOD OF OPERATION OF YOUR FRANCHISE, EVEN IF YOU HAVE NO REVENUE. FOR A MICRO MARKET TERRITORY, YOU MUST PAY US MINIMUM MONTHLY ROYALTIES OF $700 PER MONTH BEGINNING 24 MONTHS AFTER YOU START OPERATION THROUGH THE BALANCE OF THE INITIAL TERM AND ANY INTERIM PERIOD OF OPERATION OF YOUR FRANCHISE, EVEN IF YOU HAVE NO REVENUE. YOU ALSO MUST PAY US MINIMUM MONTHLY ADVERTISING FEES.
5. YOU, AS A FRANCHISEE, ARE REQUIRED TO ATTAIN CERTAIN SALES QUOTAS. IF YOU FAIL TO DO SO, WE MAY GRANT ADDITIONAL FRANCHISES IN YOUR TERRITORY OR TERMINATE YOUR FRANCHISE.
6. PLEASE NOTE THAT 37% OF THE GUARANTOR'S ASSETS ARE INTANGIBLE. YOU MAY WANT TO TAKE THIS INTO CONSIDERATION WHEN MAKING A DECISION TO PURCHASE THE FRANCHISE OPPORTUNITY. THE GUARANTOR IS THE FRANCHISOR'S PARENT.
8. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of this franchise.

Effective date: See the next page for state effective dates

STATE EFFECTIVE DATES

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

This disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	Pending
Illinois	April 12, 2019
Indiana	April 11, 2019
Maryland	Pending
Michigan	April 11, 2019
Minnesota	Pending
New York	Pending
Rhode Island	April 15, 2019
South Dakota	April 12, 2019
Virginia	Pending
Washington	Pending
Wisconsin	April 11, 2019

In all other states (except for the franchise registration states of Hawaii and North Dakota), the effective date of this disclosure document is the issuance date of April 10, 2019.

NOTICE REQUIRED
BY

STATE OF MICHIGAN

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This will 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 before the expiration of its term except for good cause. Good cause will 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.

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This will 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 will include, but is not limited to:

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

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

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

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

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

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

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

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

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

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ITEM 1
THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document ("**disclosure document**"), "RENEW CREW," "we," "us," "our" or "ourselves" means Renew Crew Franchising Corporation, the "Franchisor" and owner of the RENEW CREW® franchise system. "You," "your" or "yourself" means the person or entity that buys the franchise, the "Franchisee." If you are a corporation, partnership or other entity, "you" also may mean your owners.

Franchisor, Predecessor, Parent and Affiliates

We are a Delaware corporation incorporated on July 17, 2012. Our principal business address is 2924 Emerywood Parkway, Suite 101, Richmond, Virginia 23294. We conduct business under the trademark "RENEW CREW." Our agents for service of process are listed in Exhibit E.

Our predecessor is Wood Re New Franchise Corporation ("**Predecessor**"). Our Predecessor's principal business address is 220 South Dysart, Springfield, Missouri 65802. Our Predecessor offered franchises for cleaning, restoration and preservation services for exterior wood surfaces such as decks, fences and siding from January 2001 to September 2012. Our Predecessor received the rights to franchise the WOOD RE NEW® system from its predecessor, Wood Brite, Inc. ("**Wood Brite**") in January 2001. Wood Brite is a Missouri corporation that was incorporated on May 10, 1996. Its principal business address is the same as Wood Re New Franchise Corporation. Other than offering WOOD RE NEW® franchises, our Predecessor never offered franchises in any other line of business.

Wood Brite offered wood cleaning, restoration and preservation services ("Wood Care Services") from March 1993 until 2001. It has never engaged in any other lines or types of business and, with the exception of one license to provide Wood Care Services that it granted to a business in Florida (which is no longer in business). Wood Brite has never offered franchises in any line of business.

On October 1, 2012, pursuant to an Assets Purchase Agreement, we acquired the assets of the WOOD RE NEW franchise system, including an assignment of all existing WOOD RE NEW franchise agreements, from Predecessor and its owners to serve as the platform for the new RENEW CREW franchise business. The new RENEW CREW business offers all of the services previously offered under the WOOD RE NEW business including exterior wood cleaning, restoration and preservation services to residential and commercial customers. In addition to all of the previous WOOD RE NEW services, the RENEW CREW business offers a full offering of cleaning, restoration and protection services for exterior surfaces, made of a wide variety of natural and manufactured materials, including decking, fencing, siding, walkways, patios, hardscapes, driveways, windows, roofing and gutters (collectively referred to as the "**Exterior Cleaning and Protection Business**"). As part of the transaction and transition, WOOD RE NEW franchisees rebranded their operations to RENEW CREW and added the full line of RENEW CREW services. The expanded services have been added to the WOOD RE NEW operations as of the date of the issuance of this disclosure document and the rebranding of WOOD RE NEW to RENEW CREW is complete.

As part of this acquisition, we were assigned and assumed all of the existing WOOD RE NEW franchise agreements, and purchased all of the rights, title and interest in and to the WOOD RE NEW service mark, and other related trademarks, trade names, service marks and logos as well as other intellectual property (the "**IP Assets**"). Effective the day of the acquisition, we had assigned to our affiliate, Outdoor Living Brands Intellectual Property Corporation (formerly known as Outdoor Lighting Perspectives Technology Corp) ("**OLBIPC**"), all of our rights, title and interest in and to the IP Assets, and we entered into a license agreement with OLBIPC granting us a perpetual right to use and sublicense

others to use the IP Assets, including the RENEW CREW and WOOD RE NEW service marks. On October 1, 2012, we began offering franchises for RENEW CREW businesses. We have never operated an Exterior Cleaning and Protection Business nor offered franchises in any other line of business.

Our parent is Outdoor Living Brands, Inc. ("**Outdoor Living Brands**"). Outdoor Living Brands' principal business address is the same as ours. Outdoor Living Brands has never operated an Exterior Cleaning and Protection Business, and has never offered franchises in any other line of business other than as described below.

The following "Affiliates" are required to be disclosed in this Item 1: Archadeck Franchising Corporation ("**AFC**"), Outdoor Lighting Perspectives Franchising, Inc. ("**OLPFI**"), Outdoor Lighting Perspectives International, Inc. ("**OLPII**"), Conserva Irrigation Franchising, LLC ("**Conserva Irrigation**"), Outdoor Living Brands Supply Corporation ("**OLBSC**") and Outdoor Living Brands Field Operations, Inc. ("**OLBFO**"). Our Affiliates and OLBIPC have the same principal business address as us.

AFC is the franchisor of the ARCHADECK® franchise system in the U.S. and internationally. ARCHADECK franchises are businesses specializing in custom-designed and built decks, screened-in-porches, open porches, sunrooms, gazebos, patios, hardscapes and related outdoor living structures and amenities. AFC has offered ARCHADECK franchises since July 1984. As of December 31, 2018, AFC had 52 ARCHADECK franchises located throughout the United States and Canada. AFC has never operated an Exterior Cleaning and Protection Business nor offered franchises in any other line of business.

OLPFI is the U.S. franchisor of the OUTDOOR LIGHTING PERSPECTIVES® franchise system, and OLPII is the franchisor of the OUTDOOR LIGHTING PERSPECTIVES franchise system outside the United States. OUTDOOR LIGHTING PERSPECTIVES franchises are businesses specializing in providing outdoor lighting design, automated lighting control equipment, holiday lighting design, installation services, and sales to residential and commercial customers. OLPFI has offered OUTDOOR LIGHTING PERSPECTIVES in the U.S. since March 2005, and OLPII has offered OUTDOOR LIGHTING PERSPECTIVES franchises outside the U.S. since July 2005. As of December 31, 2018, there are 59 OUTDOOR LIGHTING PERSPECTIVES franchises located throughout the U.S., and 1 OUTDOOR LIGHTING PERSPECTIVES franchisees located in Canada. OLPFI and OLPII have never operated an Exterior Cleaning and Protection Business nor offered franchises in any other line of business.

Conserva Irrigation is the franchisor of the CONSERVA IRRIGATION® franchise system in the U.S. CONSERVA IRRIGATION® franchises are businesses offering repair, maintenance, service, design and construction of irrigation systems for residential and commercial customers with an emphasis on water conservation. Outdoor Living Brands began offering royalty-free pilot licenses for Conserva businesses in April 2014. All pilot licensees were offered the opportunity to enter into franchise agreements with Conserva Irrigation during 2017. As of December 31, 2018, Conserva Irrigation had 67 franchises located throughout the United States. Conserva Irrigation has never operated an Exterior Cleaning and Protection Business nor offered franchises in any other line of business other than described above.

OLBFO has operated 4 Exterior Cleaning and Protection Businesses in the Charlotte, North Carolina area since March 2017. In addition, OLBFO operates ARCHADECK®, OUTDOOR LIGHTING PERSPECTIVES® and CONSERVA IRRIGATION® businesses in the Charlotte, North Carolina area.

OLBSC sources and distributes certain products for sale to our franchisees and Affiliates' franchisees. See Item 8. OLBSC does not own or operate an Exterior Cleaning Protection Business and does not offer franchises in this or any other line of business.

Franchise Offered

We offer franchises for the operation of Exterior Cleaning and Protection Businesses under the "RENEW CREW" service mark, and other trademarks, trade names, service marks and logos we periodically designate ("**RENEW CREW Marks**" or "**Marks**"). An Exterior Cleaning and Protection Business offers a full offering of cleaning, restoration and protection services for exterior surfaces, made from a wide variety of natural and manufactured materials, including decking, siding, walkways, patios, hardscapes, driveways, windows, roofing and gutters. The franchise is operated under a business format per a unique system, including our valuable know-how, information, trade secrets, methods, Operations Manual, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of Exterior Cleaning and Protection Businesses ("**System**"). We have the right to change or otherwise modify the System at any time.

You must operate your Exterior Cleaning and Protection Business per our standard business operating practices and sign our standard franchise agreement ("**Franchise Agreement**"). A copy of our current form Franchise Agreement is attached as Exhibit B. The geographic area granted to you under the Franchise Agreement is referred to as the "**Territory**." Your Exterior Cleaning and Protection Business must offer only authorized services and products as described in the Operations Manual. We have the right to add, modify, or delete any services or products that you must offer or sell at your Exterior Cleaning and Protection Business at any time.

We offer a Franchise to those who meet our then-current standards and qualifications, in our determination. As a Franchise operator you may operate one Exterior Cleaning and Protection Business for each Franchise Agreement you sign with us.

We will use commercially reasonable efforts to grant only one license to a franchisee for every 400,000 people (or incremental portion thereof) in a designated geographical area ("**Standard Territory**"). We will consider granting a license to a franchisee for smaller markets ("**Micro Market Territory**") that have less than 400,000 people. We will use the most recent population and demographic information available in the U.S. Census Data, or other population statistical sources of our choosing to determine populations. We have the right to change, modify, or delete the population limits or any other demographic factors considered when granting Standard Territories and Micro Market Territories.

In addition, we offer to select, qualified individuals that meet our then-current standards and qualifications, the opportunity to acquire the right to develop Exterior Cleaning and Protection Businesses in multiple Territories within a Designated Area (as defined in Item 12) under a development agreement attached as Exhibit C ("**Development Agreement**"). If you sign a Development Agreement, you will receive the right to open a certain number of Exterior Cleaning and Protection Businesses in defined Territories within the Designated Area over a defined period of time, as we determine, on the basis of the market potential and the size of the Designated Area. You must sign our then-current form of Franchise Agreement for each Exterior Cleaning and Protection Business you develop under the Development Agreement.

Regulations, Licenses and Permits

There are specific regulations pertaining to this industry and you must comply with all local, state and federal codes and regulations and all Environmental Protection Agency ("**EPA**") and other environmental regulations pertaining to the Exterior Cleaning and Protection Business. You may be required by local and state authorities to obtain certain permits, registrations, certifications or licenses to operate an Exterior Cleaning and Protection Business. You should consult with local agencies and/or your attorney. You must obtain any required licenses and permits, and ensure that your employees and others providing services associated with the Exterior Cleaning and Protection Business to customers have all required licenses and permits, relating to the operation of your Exterior Cleaning and Protection Business. The federal Occupational Safety and Health Administration requires that you maintain a copy of a Material Safety Data Sheets in each van you operate. These sheets provide the basic information to protect the safety and health of you and your employees. The failure to maintain the proper licensing and permits is a material breach of the Franchise Agreement. We also require your compliance with all provisions of the USA Patriot Act and Executive Order 13224. In addition, you must comply with all federal, state and local laws that apply to businesses generally, including the Americans With Disabilities Act, building and construction laws and codes, health and sanitation, permits and waste disposal. You are responsible for complying with all applicable laws and regulations. You should research these requirements before you invest.

Market and Competition

The RENEW CREW System presently focuses on serving residential and commercial customers in urban and suburban areas. You may have to compete with other businesses, including franchised operations, power washing operations, painters, national chains and independently owned companies offering services similar to those in the RENEW CREW Exterior Cleaning and Protection Business to residential and commercial customers. The market is well developed and sales may be seasonal in some parts of the country.

ITEM 2
BUSINESS EXPERIENCE

Christopher M. Grandpre: Chairman, Chief Executive Officer and a Director

Mr. Grandpre has served as our Chief Executive Officer and Chairman since July 2012. He also has been Chairman since March 2011 of Outdoor Living Brands, OLPFI, OLPII and OLBIPC and Chief Executive Officer and Director of these entities since 2008. Mr. Grandpre has also served as Chairman of AFC since March 2011 and has been Chief Executive Officer and a Director of AFC since November 2005. Mr. Grandpre also has served as the Chief Executive Officer of Conserva Irrigation since March 2017. Mr. Grandpre also has served as Chief Executive Officer and a Director of OLBSC since 2010, and as its Chairman since March 2011. Mr. Grandpre was President, Chief Executive Officer, and a Director for Insurance Service Brands and its wholly owned subsidiary, National Restoration from June 2010 until December 2016. Mr. Grandpre served as Chief Executive Officer and a Director of Mosquito Squad Franchising Corporation from February 2009 until December 2018, and as Chairman from March 2011 until December 2018. All of these positions are or were located in Richmond, Virginia.

Scott Zide: President, Chief Operating Officer and a Director

Mr. Zide has served as President, COO and a Director since July 2012. In addition, he has served as COO of OLPFI and our parent, Outdoor Living Brands, since September 2008, as well as President and a Director of these entities since September 2010. From February 2002 to September 2008, he served

as Vice President and various other senior management roles of OLPFI. In addition, Mr. Zide owned and operated an OUTDOOR LIGHTING PERSPECTIVES franchise in St. Louis, Missouri, from May 2000 through June 2004. Mr. Zide has owned and operated an OUTDOOR LIGHTING PERSPECTIVES business in Richmond, Virginia since March 2014. Mr. Zide also has served as the Secretary of Conserva Irrigation since March 2017. Mr. Zide served as Mosquito Squad Franchising Corporation's COO in Richmond, Virginia from February 2009 until December 2018 and as President and a Director from September 2010 until December 2018.

Corey Schroeder, CFA: Secretary and Treasurer, Chief Financial Officer and a Director

Mr. Schroeder has served as our Secretary and Treasurer, CFO and one of our Directors since July 2012. Mr. Schroeder has served as a Vice President, the Chief Financial Officer and one of the Directors of AFC since January 2006. In addition, Mr. Schroeder has served as Secretary and Treasurer, CFO and a Director of our parent, Outdoor Living Brands, since July 2008. Further, since September 2008, he has served as Secretary and Treasurer, CFO and a Director of OLPFI, OLPII and other of our affiliates. Mr. Schroeder was also the Secretary, Treasurer, Chief Financial Officer and a Director for Insurance Service Brands and its wholly owned subsidiary, National Restoration, both in Richmond, Virginia, from June 2010 until December 2016. Mr. Schroeder served as Secretary and Treasurer, CFO and a Director of Mosquito Squad Franchising Corporation in Richmond, Virginia from February 2009 until December 2018.

Mike Mushinski: Vice President/Brand Leader – Renew Crew

Mr. Mushinski has served as our Vice President/Brand Leader since August 2016. Prior to joining us, Mr. Mushinski was the Chief Operating Officer of The Grout Medic from January 2012 through August 2016 in Southlake, Texas.

Marcia Mead: Vice President of Franchise Recruiting

Ms. Mead has served as our Vice President of Franchise Recruiting since January 2018. Ms. Mead has also served as the Vice President of Franchise Recruiting of OLPFI, AFC and Conserva Irrigation since January 2018. Before joining us, Ms. Mead was the Head of Franchise Relations for Naranga in Atlanta, Georgia from July 2017 to January 2018. From January 2015 to June 2017, she was the Vice President of Franchise Development for PuroClean in Tamarac, Florida. From August 2001 to December 2014, Ms. Mead served in a variety of roles with First Service Brands companies, including Director of Franchise Development from October 2011 to December 2014 and Operations Manager from February 2009 to October 2011 with Floor Coverings International in Norcross, Georgia, National Accounts Manager from October 2007 to October 2008 and Franchise Recruiter from October 2004 to October 2007 with CertaPro Painters in Oaks, Pennsylvania, and as a CertaPro Painters Franchise Owner from August 2001 to August 2004 in Olathe, Kansas. Ms. Mead served as the Vice President of Franchise Recruiting for Mosquito Squad Franchising Corporation in Richmond, Virginia from January 2018 until December 2018.

Lara Omick: Brand Marketing Manager

Ms. Omick has served as our Brand Marketing Manager since November 2018. She has also served as the Brand Marketing Manager for Conserva Irrigation since November 2018. Prior to joining us, Ms. Omick served as Marketing Project Manager for Estes Express Lines from December 2015 to November 2018 in Richmond, Virginia. Ms. Omick served as Franchise Accounts Manager for NetSearch Digital Marketing from July 2012 to December 2015 in Richmond, Virginia.

Lawrence Spada: Brand Strategist

Mr. Spada has served as our Brand Strategist since July 2012. He has also served as Vice President, Branding & Marketing of our parent, Outdoor Living Brands, since September 2008. He has also served as Brand Strategist of OLPFI since October 2010, AFC since September 2010, and Conserva Irrigation since March 2017. Mr. Spada served as Brand Strategist of Mosquito Squad Franchising Corporation in Richmond, Virginia from September 2010 until December 2018.

Gregory Scott Clendenning: Operations Consultant

Mr. Clendenning served as Vice President of Operations for our Predecessor and Wood Brite from December 2003 through September 2012. In October 2012, he became our Operations Consultant.

Bryan Ames: Operations Consultant

Mr. Ames joined us as an Operations Consultant in May 2018. Prior to joining us, Mr. Ames was an Assistant Store Manager for Lidl USA in Henrico, Virginia from April 2016 until November 2017. From January 2010 until January 2017, Mr. Ames was the President and Owner of JBL Sports Inc. in Henrico, Virginia.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee. The Initial Franchise Fee that you must pay us varies depending on the population of your Territory ("Population Limit"). For a Standard Territory, you must pay us a $34,500 Initial Franchise Fee. For a Micro Market Territory, you must pay us a $26,500 Initial Franchise Fee. The Initial Franchise Fee is payable in full when you sign a Franchise Agreement and, except as described below, is not refundable. Other than the Initial Franchise Fee, there are no other initial fees charged to you. If your Territory is larger than the Population Limit, we reserve the right to charge you an increased Initial Franchise Fee.

VetFran Discount. We are a member of the International Franchise Association ("IFA"), and support and participate in IFA's VetFran Program. If you are an honorably discharged veteran who meets our qualifications for new RENEW CREW franchisees, we will discount the Initial Franchise Fee by 15%. The VetFran discount may be used only once for one Territory. The VetFran discount may applied towards the purchase of only one of the franchise concepts offered by us and our Affiliates.

Conversion Discount for Existing Business. If you have an existing business with annual gross revenue (as we determine) of at least $100,000 in your last full fiscal year, that business is similar to the

RENEW CREW franchise and you agree to merge that business into the RENEW CREW franchise business, we will discount the Initial Franchise Fee based on the annual gross revenue for your existing business in your last full fiscal year up to a maximum discount of 50% as shown below (the "Conversion Discount"):

Percentage Discount	Annual Gross Revenue
0%	$0 - $99,999
25%	$100,000 - $299,999
50%	$300,000 and above

In addition, if you qualify for the Conversion Discount, during the first year of your Franchise Agreement, we will discount 50% of your Monthly Branding Royalty provided that you are in compliance with the terms of the Franchise Agreement or any other agreement between you and us or our Affiliates.

Two-Pack Discount. If you license two Territories from us at the same time (for which you are signing two separate Franchise Agreements), the Initial Franchise Fee under the second Franchise Agreement will be reduced to $21,000 (a total Initial Franchise Fee of $55,500 for the two Territories).

Existing Franchisee: Additional Territory Discount. If you are an existing RENEW CREW franchisee that: (a) has been operating an Exterior Cleaning and Protection Business for at least 18 months, (b) has been in full compliance with your franchise agreement for at least 18 consecutive months, (c) meets our qualifications for new RENEW CREW franchisees, and (d) is purchasing an additional Territory from us (for which you are signing a separate franchise agreement), we will discount the then-current initial franchise fee by 30%.

Existing Franchisee: Additional Concept Discount. We and our Affiliates offer a program to reward qualified existing franchisees that purchase an additional franchise from us or an Affiliate. If you have been an Affiliate's franchisee in full compliance under your Franchise Agreement for at least 2 consecutive years and you meet our qualifications for new RENEW CREW franchisees, we will discount the Initial Franchise Fee by 20%.

Discount for Employees of Franchisees. We have a discount program to reward qualified employees of our franchisees who: (a) have been recommended in writing by a franchisee; (b) have been employed in good standing by a franchisee for at least 2 years; and (c) meet our qualifications for new RENEW CREW franchisees. We offer a 5% discount for every year of employment over 2 years subject to a maximum discount of 50% as shown below:

Percentage Discount	Years of Consecutive Employment
10%	2
15%	3
20%	4
25%	5
30%	6
35%	7
40%	8
45%	9
50%	10 and more

Combination and Application of Discounts. The VetFran discount is the only discount that can be combined with any of our other discounts. If you qualify for the VetFran or employee discount and during the first 3 years of the term of the Franchise Agreement you: (a) fail to maintain at least a 75%

interest in the franchisee entity; or (b) cause any transfer under the terms of the Franchise Agreement, then you must immediately pay us the discounted amount of the Initial Franchise Fee.

We will refund 50% of the Initial Franchise Fee within 30 days after notice of termination by us if you do not receive all applicable licenses and permits to operate your Business within 6 months after the mutual execution of the Franchise Agreement, provided that you have used all commercially reasonable efforts, as we determine in our sole discretion, to secure the applicable licenses and permits. We will notify you in writing if we decide to terminate your franchise and give you a partial refund of the Initial Franchise Fee. In addition, in limited circumstances, we may offer to finance up to 50% of the Initial Franchise Fee. There are no refunds of these fees under any other circumstances.

In 2018, the Initial Franchise Fees ranged from $12,000 to $24,900 per franchise.

Initial Inventory and Equipment

You may elect to purchase certain inventory and equipment required for the operation of your Exterior Cleaning and Protection Business before opening. You will purchase these items from us or our affiliate, OLBSC. We estimate that the total cost of these items will range from $4,000 to $4,500.

Development Agreement

We may offer you the opportunity to develop multiple Exterior Cleaning and Protection Businesses within a Designated Area under a Development Agreement if you meet our then-current qualifications. If you sign a Development Agreement, the "**Territory Fee**" is $10,000 for each Exterior Cleaning and Protection Business you agree to establish under the "**Development Schedule**" described in the Development Agreement. The Territory Fee for each Exterior Cleaning and Protection Business is in addition to the net Initial Franchise Fee due under each Franchise Agreement, but the amount of our then standard and current Initial Franchise Fee for each Exterior Cleaning and Protection Business developed under the Development Agreement will be reduced by $5,000. The Territory Fee is not refundable under any circumstances.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Monthly Branding Royalty (1)(3)	The greater of: (a) 7% of Gross Revenues or (b) the "Minimum Branding Royalty" of $1,000 per month (or $700 per month for Micro Market Territories). See remarks.	Payable by EFT monthly on or before the 10th of each month	For a period of 24 months beginning on the Operational Start Date of your Exterior Cleaning and Protection Business (as defined in the Franchise Agreement) you must pay us a Monthly Branding Royalty equal to 7% of Gross Revenues. Beginning on the 24-month anniversary of the Operational Start Date, you must pay us a Monthly Branding Royalty equal to the greater of 7% of Gross Revenues or the Minimum Branding Royalty.
Individual Local Advertising Investment	Minimum $40,000 during first 12-month period, and then minimum $30,000 each 12-month period thereafter.	Payable yearly at times set by you	We will provide recommendations for local advertising. (See Item 11).

Type of Fee	Amount	Due Date	Remarks
National Branding & Marketing Fee (3)	1.5% of Gross Revenues	Payable by EFT monthly on or before the 10th of each month	The obligation to pay the National Branding & Marketing Fee begins on the Operational Start Date of your Exterior Cleaning and Protection Business. While the National Branding & Marketing Fee is currently 1.5% of Gross Revenues, we may periodically increase the National Branding & Marketing Fee upon 30 days' prior written notice to you , provided that the National Branding & Marketing Fee will not exceed 2.5% of Gross Revenues .
Transfer Fee (3)	$5,000	Payable yearly at times set by you	Payable before you transfer your Exterior Cleaning and Protection Business
Audit (3)	Cost of audit plus late fee of 1 1/2% interest per month on understatement	30 days after billing	Payable only if audit shows an under-statement of at least 2% of gross revenue for any month
Fee for Lost Manuals (3)	$500	Upon delivery	
Successor Franchise Fee (3)	$2,500 or 10% of the then existing initial franchise fee, whichever is greater	Upon executing the then-current successor Franchise Agreement	
Insurance (2)	At a minimum, comprehensive general liability coverage and products liability	As incurred	Insurance requirements are set forth in Section 12.1(a) of the Franchise Agreement. Insurance requirements may be changed by us, in our sole discretion
Indemnification (3)	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Exterior Cleaning and Protection Business
Cost of Enforcement or Defense (3)	All costs including accounting and attorneys' fees, plus interest on such amounts	Upon settlement or conclusion	You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement
Interest (3)	Lesser of 1 1/2% per month or highest rate of interest allowed by law	As incurred	Begins to accrue after any payments are due and unpaid
Late Report Fee (3)	$100 per violation	As incurred	Payable only if a required report or financial statement is not delivered when due
Insufficient Funds Fees	Our then-current service charge (ranging from $10 - $50), plus any fees and expenses incurred by us	As incurred	Due if there are insufficient funds in your account to collect amounts by a transfer of funds on the due date, or if a withdrawal is otherwise rejected for any reason
Technology Maintenance Expense (3)	The then-current cost of purchasing required hardware and software upgrades. The estimated range of costs are $0-$5,000	At time of upgrade, which may be required at any time if we determine that the existing hardware and/or software is outdated	We impose no cap or limitation on the amount of expense you may incur for hardware and software upgrades

Type of Fee	Amount	Due Date	Remarks
Seminars, Conventions or Programs (3)	You must pay your expenses, conference fees, if any, as well as the expenses your Designated Business Manager and employees incur in attending these meetings. The estimated range of costs is $500-$2,500 plus materials estimated at $50	As incurred	We reserve the right to conduct periodic meetings of all franchisees. Currently, attendance at the annual conference is required. We may collect the annual convention fee on a monthly basis or in lump sums.
Software License and Support Fee (3)	The then-current monthly software fee ranging between $100 - $250 per month; currently $175 per month	Depends on software license agreement	Payable when you sign the software license agreement and any renewals with vendor or payable upon new software releases
Digital Marketing Fee	Our then-current fee, currently $300 per month	Monthly	We may use this "**Digital Marketing Fee**" in our sole discretion as we deem appropriate, for the development, production, publication, or distribution of digital advertisements, marketing, or promotions. We may increase this fee upon 30 days' prior written notice to you. See Item 11.
Fees to Evaluate an Alternative Supplier	Currently, we do not charge any fees to evaluate an alternative supplier	Before evaluation	We may charge reasonable fees in the future.
Fees for Special Assistance	Amounts we or another Renew Crew franchisee incurs to assist you in completing a job that you are unable or unwilling to complete	As incurred	
Development Schedule Extension Fee	$5,000 per Exterior Cleaning and Protection Business for an extension of up to 6 months	Payable when you request an extension to the Development Schedule under the Development Agreement	Limited to a single extension per Exterior Cleaning and Protection Business (if we allow extension).
Development Agreement Transfer Fee	10% of the Territory Fee	Before acceptance of transfer	Payable before you transfer Development Agreement
Supplemental or Refresher Training	Then-current fee	As incurred	Payable if we require you to attend any additional or supplemental training programs. We do not pay any travel expenses, lodging, meals, ground transportation or other personal expenses.

Notes:

(1) If you qualify for the Conversion Discount, during the first year of your Franchise Agreement, we will discount 50% of your Monthly Branding Royalty provided that you are in compliance with the terms of the Franchise Agreement or any other agreement between you and us or our Affiliates.

(2) Insurance. You must procure and maintain, at your own expense, insurance policies protecting you, us, our designated affiliates (including our parent, Outdoor Living Brands) and the officers, directors and employees of us and our designated affiliates against any loss, liability, personal

injury, death, property damage, or expense resulting from the operation of your Exterior Cleaning and Protection Business and all services you provide in connection with the operation of your Exterior Cleaning and Protection Business as we may require for your and our protection in our sole discretion in amounts set forth in the Operations Manual and Franchise Agreement (which may be adjusted periodically in our sole discretion). You must also procure and maintain all other insurance required by state or federal law, including workers compensation insurance and unemployment insurance. The policies must also stipulate that we shall receive a thirty-day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against us. You must provide us with all proof of insurance we require, including original or duplicate copies of all insurance policies, certificates of insurance, original endorsements affecting the coverage required by us, together with proof of payment within ten days of issuance. You shall also furnish us with proof of insurance, including certificates and endorsements evidencing this insurance coverage within ten days after each of the following events: (i) at all policy renewal periods, no less often than annually, and (ii) at all instances of any change to, addition to, or replacement of any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is subject to approval by us. If you fail to procure and maintain the required insurance coverage, we have the right and authority to procure the insurance coverage and charge you, which charges, together with a reasonable fee for our expenses incurred in this procurement, you will pay immediately upon notice.

(3) Payment of Fees. These fees are uniformly imposed and payable to us or our affiliates. All fees paid to us or our affiliates are non-refundable under any circumstances once paid. Fees paid to vendors or other suppliers may or may not be refundable depending on your vendors and suppliers. We reserve the right to require you to pay fees and other amounts due to us via electronic funds transfer or other similar means, as described in the Franchise Agreement. If payments are required in this method, you must comply with our procedures and perform all acts and deliver and sign all documents, including authorization (in the form attached to the Franchise Agreement as Attachment D or any other form that we may accept) for direct debits from your business bank operating account, which may be necessary to assist in or accomplish payment by this method. Under this procedure you shall authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us and any interest that may be owing. You shall make the funds available to us for withdrawal by electronic transfer no later than the payment due date. If you have not timely paid the Monthly Branding Royalties and National Branding & Marketing Fees to us for any month, then we shall be authorized, at our option, to debit your account for the Monthly Branding Royalties and the National Branding & Marketing Fees.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (1)	Low/High Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee (2)	$7,875/$34,500	Lump sum	Upon signing the Franchise Agreement	Us
Travel and living expenses while training (3)	$2,000/$3,000	As incurred	As incurred during training	Airlines, hotels, restaurants
Tools and equipment (4)	$6,500/$15,000	Lump sum	At delivery	Suppliers
Computer hardware and software (5)	$800/$2,000	Lump sum	At delivery	Suppliers, vendors
Inventory (6)	$2,000/$3,000	Before opening and as needed	At delivery	Us, Suppliers

Type of Expenditure (1)	Low/High Amount	Method of Payment	When Due	To Whom Payment is Made
Trade show booth	$2,500/$2,500	Lump Sum	As arranged	Suppliers
Storage facility for inventory and equipment (7)	$0/$375	As incurred	Varied times	Suppliers, vendors
Vehicle (8)	$0/$2,250	Monthly fee or lump sum	Varied terms	Auto dealer
Vehicle signage and Outfitting (9)	$0/$5,000	As incurred	At delivery	Vendors
Initial marketing expenses – 3 months (10)	$10,000/$15,000	As incurred	Varied times	Vendors
Additional Funds - 3 months (11)	$7,500/$10,000	As incurred	Varied times	Suppliers, utilities
TOTAL (12)	**$39,175/$92,625**			

Notes:

(1) Expenditures. The estimated high and low ranges in the table are based on the past experience of RENEW CREW franchises and our reasonable estimate. All fees imposed by us are non-refundable unless otherwise noted. (See Item 5.) Fees and expenses paid to vendors or other third parties may or may not be refundable depending on the arrangements you make with them.

(2) Initial Franchise Fee. The low end of the range assumes you qualified for a Conversion Discount of 65% off the Initial Franchise Fee for a Micro Market Territory and for the VetFran Discount. The high end of the range assumes you paid the standard Initial Franchisee Fee. See Item 5 for a description of the Initial Franchise Fee and the different discounts available. The Initial Franchise Fee is due when you sign the Franchise Agreement and is non-refundable once paid except as provided in Item 5. We may, in limited circumstances, offer to finance up to 50% of the Initial Franchise Fee. (See Item 10.)

(3) Travel and Living Expenses While Training. We provide training at our corporate office and training center located in Richmond, Virginia or at another location we designate. You must pay for airfare, meals, transportation costs, salaries, benefits, lodging and incidental expenses for all initial training program attendees.

(4) Tools and Equipment. The equipment referred to related to the pressure washer, airless sprayer, various nozzles and attachment, and other equipment you will need to efficiently operate your Exterior Cleaning and Protection Business. You must purchase these items from suppliers who meet our qualifications and standards as outlined in our Operations Manual.

(5) Computer Hardware and Software. The estimated initial investment includes costs related to the purchase of specified computer hardware and software. If we require, you must provide us with electronic access to certain daily information.

(6) Inventory and Supplies. Your initial inventory and supplies will typically include supplies to conduct at least a month of Exterior Cleaning and Protection Services. We have the right to change the inventory and supplies at any time.

(7) Storage Facility For Inventory and Equipment. The low end of the range assumes that you already own adequate storage space. If you do not own adequate storage space either in your home, your Business premises or at an external storage facility, you must lease space to store your inventory and supplies for your Exterior Cleaning and Protection Business. Local law may require that your storage

facility be located in a commercial (non-residential) area. You are responsible for determining if there are any requirements regarding the location of your storage facility. If you lease space, you will generally be required to pay first and last month's rent, plus a security deposit, at the time you sign the lease. In most cases, the terms and conditions of all agreements relating to the purchase, lease, and alteration of the property will be negotiated solely by you; however, we may require you to incorporate certain provisions into your lease.

(8) Vehicle. We do not require that you purchase a vehicle if you already own a suitable white van in good condition that can be dedicated to the Exterior Cleaning and Protection Business. The low end of the range assumes that you already own a suitable van that can be dedicated to the Exterior Cleaning and Protection Business. If you do not already own a suitable van, you must either lease or purchase one. The high end of the range assumes that you will lease a van that meets our specifications. A van can be leased, depending on your credit and the auto dealer, with an approximate $250-$500 deposit and monthly payments negotiated with the auto dealer.

(9) Vehicle Signage and Outfitting. You must purchase a vehicle signage wrap for your van. We will provide you with the requirements and design for the vehicle signage wrap. You must also outfit the vehicle with our approved shelving and racking setup. We have an optional leasing program with a third-party company that will bundle the cost of your vehicle, wrap and shelving and racking setup into one monthly lease price. The low end of this estimate assumes that you choose to lease your vehicle from this supplier.

(10) Initial Marketing Investment. You will launch a marketing and advertising campaign for your Exterior Cleaning and Protection Business in your Territory when you begin operations of your Exterior Cleaning and Protection Business and before the operating season in your Territory.

(11) Additional Funds. This is for budgeting purposes only to account for unanticipated expenses. This amount includes estimated operating expenses you should expect to incur during the first 3 months of operations, not including any revenue generated by your Exterior Cleaning and Protection Business. It includes Monthly Branding Royalties, National Branding & Marketing Fees, payroll costs, deposits, fees for city, state and local business licenses, insurance, business entity organization expenses, other prepaid expenses, accounting and professional fees, and other operational expenses. These figures do not include any taxes that you may pay. You should check with your local and state governmental agencies for any taxes that may be assessed. In addition, these figures do not include any compensation that you may choose to draw from your Exterior Cleaning and Protection Business.

(12) Total Estimated Initial Investment. These figures are estimates only. You should review these figures carefully with a business advisor before making any decision to purchase the Exterior Cleaning and Protection Business. You may incur additional expenses starting your Exterior Cleaning and Protection Business. Your costs depend on several factors, including how well you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; the time of year that you launch operations; and sales levels reached by your Exterior Cleaning and Protection Business during the initial period. Other than the Initial Franchise Fee, we will not provide any direct or indirect financing.

We have relied on over 20 years of management experience of our Predecessors and our experience since October 2012 in working with franchised Exterior Cleaning and Protection Businesses to compile these estimates. This is only an estimate of your initial investment and is based on our estimate of nationwide costs and market conditions prevailing as of the date of this disclosure document. You must bear any deviation or escalation in costs from the estimates that we have given. You should review these figures carefully with a business advisor before making any decision to license an Exterior Cleaning and

Protection Business. Many factors that are unique to your location can make a dramatic difference in the estimates provided. The availability and terms of financing depend on several factors, including the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions.

We cannot estimate your initial investment under a Development Agreement, other than the Territory Fee, which is described in Item 5. The amount of this fee will depend on the number of Exterior Cleaning and Protection Businesses you agree to establish under the Development Schedule. If you sign a Development Agreement with us, the total initial investment for your second and each subsequent Exterior Cleaning and Protection Business you develop under the Development Agreement may be higher than the above estimate due to inflation and other economic factors. We expect that most franchisees who sign a Development Agreement will develop 2 to 8 Exterior Cleaning and Protection Businesses and pay us a Territory Fee of $20,000 to $80,000. While we currently do not offer separate financing for these Territory Fees, we reserve the right to do so in the future.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish and operate your Exterior Cleaning and Protection Business in compliance with your Franchise Agreement and the required standards and specifications contained in the RENEW CREW confidential operations manual ("**Operations Manual**") we loan to you.

You must provide specified services and use and sell specified products. The services include cleaning, restoration and prevention services for exterior surfaces ("**Services**"). The products include RENEW CREW branded products and equipment ("**Products**"). We reserve the right to require that you sell additional or different Services and Products in your Exterior Cleaning and Protection Business on 30 days' prior written notice to you. You must provide the Services and sell the Products per our specifications and standards. We reserve the right to change standards and specifications on 30 days prior written notice to you.

We have standards and specifications for your Products, Services, storage facility, equipment, tools, vehicle, uniforms, inventory, supplies, forms, advertising materials, computer hardware and software, and most other services and products used in, sold or provided through your Exterior Cleaning and Protection Business ("**Required Items**"). We will notify you of our specifications and standards. To maintain our standards of consistent, high quality products, customer recognition, advertising support, value and uniformity in Exterior Cleaning and Protection Business, you must purchase or lease all of your Required Items per our specifications and standards, only from our designated or approved suppliers. The term "suppliers," also includes vendors, manufacturers and distributors. As of the issuance date of this disclosure document, OLBSC is the designated supplier of certain Required Items including, specifically, most of the exterior surface cleaning and protection products. Neither we nor an affiliate are currently the only designated or approved supplier of any other Required Items, but OLBSC also sells certain Products, including uniforms, marketing materials, equipment and supplies for use in providing the Services. We reserve the right, however, at any time and at our discretion, to designate ourselves or one of our affiliates as the only designated or approved supplier, or one of several designated or approved suppliers, of any additional Required Products.

Except for Required Products, we do not require that you purchase any equipment, tools, goods or services from us, our affiliates or any other source we designate. You may purchase these from any supplier that we have previously approved.

You must lease or buy service vans that are large and durable enough to accommodate our standard complement of equipment, tools and accessories. While we currently specify the options of make(s) and model(s) of van you must acquire or lease, we do not specify the source from which you must acquire or lease it provided it meets our specifications. Your van(s) must be in good working condition, be painted white, and be outfitted with our trade dress so that they will look the same as other franchisees' vans when emblazoned with the RENEW CREW name, logo and decorations. As your Exterior Cleaning and Protection Business grows, you may require additional vans.

As indicated in Item 11, you must purchase and use computer hardware that meets our specifications. Currently, we do not specify the make or model of computer equipment you buy or where you buy it, so long as it meets our specifications. We may require that you upgrade or change your computer equipment and software periodically. Additionally, you must pay a monthly software fee as provided in Item 6 for use of our technology platform and electronic communications system. You will be provided an e-mail account that you may use with your Exterior Cleaning and Protection Business.

We will establish approved suppliers and specifications and standards that you must follow. Approved suppliers are set forth in our Operations Manual. Approved suppliers and specifications and standards are determined based on the current needs for operating Exterior Cleaning and Protection Businesses. If you ever want to purchase a product from a supplier that does not appear on our approved supplier list or use a product that is not on our approved-product list, you must first furnish us samples of the product from the supplier, together with as much information as you can gather about the product's composition, properties and intended uses; the results of lab and field tests on its use; the manufacture's location, years in business, quality control standards and warranty policies; and such other information as we request. We evaluate existing and potential approved suppliers based on price, service, quality, warranty, delivery terms, and other commercially reasonable benchmarks. The identity of approved suppliers and these specifications and standards are updated periodically by modifying the Operations Manual, and notifying you these updates. We have procedures for approving suppliers you recommend (including alternative suppliers for Required Items) based on the criteria described above. We will notify you within 90 days of your request to evaluate an alternative supplier of our approval or disapproval of that supplier. Currently, we do not charge a fee to evaluate an alternative supplier, but we reserve the right to charge a fee in the future. We may revoke our approval of any supplier with 30 days' prior written notice to you. It is a material breach of your Franchise Agreement if you buy Required Products from anyone other than our designated or approved suppliers without prior written approval.

You are also required to purchase and maintain the insurance that we describe in the Operations Manual which may be adjusted periodically. Currently, you must procure and maintain, at your own expense, general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, and commercial automobile insurance with sufficient coverage. You must also procure and maintain all other insurance required by state or federal law, including workers compensation insurance and unemployment insurance.

We estimate that purchases from approved or designated suppliers, which may include us, will equal approximately 35% to 49% of the total cost to establish your franchise. We estimate that purchases of Required Products will total approximately 15% to 20% of a franchisee's ongoing operating expenses.

We and our affiliates derive revenues from your purchase of Required Products. For the year ended December 31, 2018 based on our internal records, we and our affiliates derived revenues from the sale of the Required Products and other required products and services to our franchisees of $476,038. This amount represents 47.8% of the total $995,587 in revenue we and our affiliates received in connection with the RENEW CREW system and 1.4% of the total $36,504,536 in revenue Outdoor Living Brands received in 2018 as disclosed in its audited financial statements attached to this disclosure

document. This revenue is included in Outdoor Living Brands total consolidated revenue in their audited financial statements attached to this disclosure document.

The payment of any rebates or consideration may or may not be reasonably related to services we or our affiliates provide to these third parties. We and our affiliates may also derive revenue or other consideration from your purchases of Required Items from us or our affiliates.

We do not have any purchasing or distribution co-operatives as of the issuance date of this disclosure document. We may negotiate purchase arrangements with designated and approved suppliers for the benefit of our franchisees. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of designated or approved suppliers or purchases of particular products or services.

Some of our officers own an interest in OLB. We, OLBSC and our other Affiliates are wholly owned subsidiaries of OLB. Otherwise, there are no suppliers in which one of our officers owns an interest.

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 franchise disclosure document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Definitions and Sections 7 and 8 of Franchise Agreement	Item 11
b. Pre-opening purchases/leases	Sections 8 and 9 of Franchise Agreement	Item 8 & Item 11
c. Site development and other pre-opening requirements	Section 8 of Franchise Agreement; Section 6 of Development Agreement	Item 6, Item 7 & Item 11
d. Initial and ongoing training	Sections 7 and 8 of Franchise Agreement	Item 11
e. Opening	Section 8	Not Applicable
f. Fees	Sections 5, 6 and 11 of Franchise Agreement; and Sections 4(D), 7 and 17 of Development Agreement	Item 5 & Item 6
g. Compliance with standards and policies/operating manual	Section 8 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Section 10 of Franchise Agreement; and Sections 9 and 10 of Development Agreement	Item 13 & Item 14
i. Restrictions on products/services offered	Sections 8 and 9 of Franchise Agreement	Item 8 & Item 16
j. Warranty and customer service requirements	Section 8 of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Section 4 of Franchise Agreement; and Sections 4, 5 and 6 of Development Agreement	Item 11 & Item 12
l. Ongoing product/service purchases	Sections 8 and 9 of Franchise Agreement	Item 16
m. Maintenance, appearance and remodeling requirements	Sections 3 and 8 of Franchise Agreement	Item 7, Note 2
n. Insurance	Section 12 of Franchise Agreement	Item 8
o. Advertising	Section 11 of Franchise Agreement	Item 11

Obligation	Section in Franchise Agreement	Disclosure Document Item
p. Indemnification	Sections 10 and 12 of Franchise Agreement; and Section 20 of Development Agreement	Not Applicable
q. Owner's participation/management/staffing	Section 8 of Franchise Agreement; and Section 11 of Development Agreement	Item 15
r. Records/reports	Section 6 of Franchise Agreement; and Section 12 of Development Agreement	Item 6 & Item 17
s. Inspection/audits	Sections 6, 7 and 8 of Franchise Agreement; and Section 12 of Development Agreement	Item 6
t. Transfer	Section 15 of Franchise Agreement; and Section 17 of Development Agreement	Item 17
u. Renewal	Section 3 of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 10 and 17 of Franchise Agreement; and Sections 15 and 16 of Development Agreement	Item 17
w. Non-competition covenants	Section 14 of Franchise Agreement; and Section 16 of Development Agreement	Item 17
x. Dispute resolution	Section 19 of Franchise Agreement; and Section 18 of Development Agreement	Item 17
y. Personal Guaranty (including owners/spouses)	Attachment B	Item 15

ITEM 10
FINANCING

Except as indicated below, we require that the initial fees described in Item 5 be paid to us at the time of signing the Franchise Agreement.

Under limited and special circumstances, we may make optional financing available to qualifying franchisees. In those situations, we may finance up to 50% of your Initial Franchise Fee for up to 36 months, provided you sign the Promissory Note ("**Note**") attached as Exhibit I at the time you sign the Franchise Agreement. The effective annual interest rate will be 3.0 percentage points above the prime interest rate on the effective date of the Franchise Agreement. The Note will be paid in equal monthly payments. There is no prepayment penalty and the rule of 78 does not apply (the rule of 78 is a method of computing interest which requires the interest originally calculated to still be paid even if prepaid). No security interest is required and no person other than you and, if you are an entity, those individuals who are required to sign the form Guaranty and Assumption of Franchisee's Obligations attached as Attachment B to the Franchise Agreement, must sign the Note.

If you accept financing from us and sign the Note, you will be required to waive and excuse presentment for acceptance and payment, notice of dishonor, and protest of dishonor. Other than as mentioned in the previous sentence, neither the Note, nor any other financing document you sign will contain any waiver of defense or other legal rights, or bar you from asserting a defense against us or our assignee. In the event payment of the Note is not made under its terms, we may either accept a late payment, together with a late charge equal to 10% of the late payment, or declare the entire balance of the Note immediately due. If the balance of the Note is accelerated, we must give written notice to you and, if the balance is not paid within 10 days after notice is given, you must pay us interest at the maximum legal rate (not to exceed 18%) plus any attorneys' fees and other costs we incur in collecting the monies owed. We also have the right to terminate the Franchise Agreement if we accelerate the Note and the Note is not

paid within the 10 days after acceleration. We have not in the past and do not currently intend to sell, assign or discount to any third party the Note or any other financing document you sign.

We will comply with all appropriate laws governing any direct financing we offer to you including, if applicable, the California Finance Lenders Law.

Other than as described above, we do not offer direct or indirect financing, do not guarantee your loans, lease or other obligations, and do not receive payments or other consideration for the placement of financing. We reserve the right to terminate our financing program at any time, offer different terms or assist franchisees in obtaining financing in the future.

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

Except as listed below, RENEW CREW is not required to provide you with any assistance.

Pre-opening Obligations

Before you open your Exterior Cleaning and Protection Business, we (or our designee) will provide the following guidance, coaching and assistance to you.

Designate your Territory (Sections 7.3(a) of the Franchise Agreement and Attachment A to the Franchise Agreement).

Provide you with our specifications for all initial and replacement equipment, tools, supplies, inventory and Required Items for the operation of your Exterior Cleaning and Protection Business (Section 7.3(b) of the Franchise Agreement).

Within 60 days of the mutual signing of the Franchise Agreement, we will conduct up to a 8 business day training course for you, or if you are not an individual, your Designated Business Manager and one additional person in Richmond, Virginia, or at another location we designate (Section 7.3(d) of the Franchise Agreement).

Loan you one copy of our confidential and proprietary Operations Manual no later than the start of the initial classroom training. The Operations Manual consists of one or more manuals, technical bulletins or other written materials and may be modified by us periodically. The Operations Manual may be in printed or in an electronic format in our discretion. We reserve the right to require you to use an electronic version of the Operations Manual and to require you to access the document using the Internet or an intranet created and supported by us. The Operations Manual currently contains 226 pages. The Table of Contents for the Operations Manual is attached to this disclosure document as Exhibit G (Section 7.3(e) of the Franchise Agreement).

We will provide you with a list of the makes and models of vehicles that we consider suitable for use as vans dedicated to the Exterior Cleaning and Protection Business (Franchise Agreement, Section 7.3(b).

We will arrange, at your expense, to have your initial van(s) outfitted and decorated with our trade dress (Franchise Agreement, Section 7.3(b).

Provide you with an initial graphics package suitable for letterhead and business cards and other start up materials (Section 7.3(e) of the Franchise Agreement).

We will help you plan and execute a campaign for promoting your business for the first three months after you open (Franchise Agreement, Section 7.4).

At our sole discretion, we may provide on-site assistance during the first months of operations of your Exterior Cleaning and Protection Business (Section 7.3(g) of the Franchise Agreement).

We will grant you rights to establish a specific number of Exterior Cleaning and Protection Businesses within the Designated Area if you sign a Development Agreement (Development Agreement – Sections 4 and 6).

Continuing Obligations

During the term of the Franchise Agreement, we (or our designee) will provide the following guidance, coaching and assistance to you:

Inform you of mandatory specifications, standards and procedures for the operations of your Exterior Cleaning and Protection Business, as described in Item 8 (Section 7.4(d) of the Franchise Agreement).

Make a representative reasonably available to speak with you on the telephone during regular business hours to discuss your operational experiences and support needs (Section 7.4(a) of the Franchise Agreement).

Research new Products, Services and methods and provide you with information concerning developments of this research (Section 7.4(e) of the Franchise Agreement).

Maintain the National Branding & Marketing Fund and use these funds to develop promotional and advertising programs for Exterior Cleaning and Protection Businesses (Section 7.4(f) of the Franchise Agreement).

Provide advertising materials to you in the form of an arts graphics package, which is included in your Operations Manual (Section 7.4(g) of the Franchise Agreement).

A representative of ours may, in our sole discretion, provide additional assistance (Section 7.4(h) of the Franchise Agreement).

If we determine that you are unable or unwilling to handle a particular job, we reserve the right to assign that job to another RENEW CREW franchisee, complete the job ourselves or hire a third party specialists to assist with the job. We may charge you a reasonable fee for the services provided by us, another franchisee or a specialist (Section 7.4(i) of the Franchise Agreement).

We may choose to provide you with continuing national, regional or local workshops and seminars, which we hold in our discretion. You must pay the conference fee, if any, and all travel and living expenses. As of the date of this disclosure document, we strongly recommend but do not require, that you attend these conferences. We reserve the right to make future conferences, workshops, seminars or training events mandatory. These future training events are held at our Richmond, Virginia headquarters or at a location chosen by us (Section 7.4(b) of the Franchise Agreement).

We may choose to provide mandatory annual conferences. You must pay the conference fees, if any, and all travel and living expenses incurred by you and your employees to attend such conferences. The annual conference may be held at our corporate headquarters or at a location chosen by us (Section 7.4(c) of the Franchise Agreement).

We reserve the right, in our discretion, to delegate some or all of our pre-opening and continuing obligations under the Franchise Agreement to an Area Director with regional responsibility over the geographic area in which you operate your Exterior Cleaning and Protection Business. Except as listed above, we do not provide any additional assistance to you.

Training

Before the opening of your Exterior Cleaning and Protection Business, we provide an initial training program lasting generally between 7 to 8 business days, depending on the size of the training class. You must attend and successfully complete the training program to our satisfaction. The initial training program is usually conducted at our office located in Richmond, Virginia. The initial training program is conducted as necessary, but is generally held approximately 5 times per year.

Under the Franchise Agreement, before you begin operating your Exterior Cleaning and Protection Business and within 60 days of the mutual execution of your Franchise Agreement, you or, if you are not an individual, a "Designated Business Manager" must attend and successfully complete to our satisfaction our initial training program. You may have additional person(s) attend the initial training program at no additional training fee. If the Designated Business Manager's employment with you is terminated, you must designate a new Designated Business Manager who must successfully complete our initial training program within 90 days after the termination of the initial Designated Business Manager, unless we do not hold an initial training program during that 90-day period in which case the replacement Designated Business Manager must attend and successfully complete the first available initial training program held by us. The costs for airfare, ground transportation, lodging, meals, personal expenses, and the Designated Business Manager's salary and benefits must be paid by you.

There is no tuition or fee for the initial training program for you or your Designated Business Manager or additional staff members as we mutually agree. We do not pay any travel expenses, lodging, meals, ground transportation or other personal expenses.

Our training program generally consists of 7½ days of training, as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome and Introduction	2 hours	0 hours	Richmond, Virginia
Cleaning Procedures (1)	4 hours	12 hours	Richmond, Virginia
Protection Procedures (1)	4 hours	15 hours	Richmond, Virginia
Marketing Your Business (2)	6 hours	0 hours	Richmond, Virginia
Sales Process Training (3)	7 hours	0 hours	Richmond, Virginia
Technology Training(4)	6 hours	0 hours	Richmond, Virginia
Office Administration and Business Management Training (5)	3 hours	0 hours	Richmond, Virginia

Notes**:**

(1) Cleaning and Protection Procedures Training. Approximately two days of training are devoted exclusively in the proper techniques we use to clean and protect a wide variety of exterior surfaces. Typically, the franchisee will participate in an actual works and receive hands-on training regarding proper execution of cleaning and protection services.

(2) Marketing Your Business. This training covers various types of advertising, including internet, interactive marketing, home shows, trade alliance development, direct mail, grass roots and print marketing.

(3) Sales Process Training. This training addresses sales and includes a role playing session on how to handle prospect phone calls.

(4) Technology Training. Approximately 6 hours of training is provided on the software to manage the operations including the contact management system, the routing software and the accounting software.

(5) Office Administration and Business Management. Approximately one-half day of training is spent on office administration and business management.

The entire training program is subject to change due to updates in materials, changes or additions to the services offered, introduction of new methods and cleaning techniques, manuals and personnel. The subjects and time periods allocated to the subjects actually taught to specific franchisees may vary, based on the experience of the persons being trained.

The initial training program and other on-going training will be conducted by training personnel under the direction of Scott Zide, currently our President, Chief Operating Officer and a Director, and Greg Clendenning, currently our Operations Consultant. Mr. Zide has been our President and Chief Operating Officer since February 2012. Mr. Clendenning was the Vice President of Operations for our Predecessor and has more than ten years of experience working in the RENEW CREW business. We may change, supplement or substitute training personnel as necessary, and we may delegate our duties and share our responsibilities with regard to training. Any individual involved in training will have at least one year of experience in the subject he/she teaches.

We may present seminars, conventions or continuing development programs for the benefit of Franchisees. At this time, your attendance is voluntary, but is strongly recommended and considered a necessity. You must pay for any conference fee and your travel and living expenses incurred in attending any seminar.

You will be deemed fully trained and ready to open your Exterior Cleaning and Protection Business upon completing the initial training program to our satisfaction.

We use the Operations Manual as the sole reference material during our training sessions. New franchisees receive a copy of the Operations Manual and are instructed to carefully review its content.

Advertising Programs

On a 12 month basis beginning the first month that you open your Exterior Cleaning and Protection Business, you must invest a minimum of $40,000 per 12-month period, and then a minimum of $30,000 per 12-month period thereafter ("**Individual Advertising Investment**") for marketing purposes

in your Territory. You must submit monthly reports to us reflecting your advertising expenditures. The Individual Advertising Investment must be used by you for local advertising, to be selected and placed by you, in your Territory. These funds are reserved only for marketing, promotions and advertising of your Exterior Cleaning and Protection Business. You may not advertise outside your Territory without our approval, which may be withheld in our sole discretion. You must obtain our prior approval of all of your marketing, promotional and advertising materials.

We do not require you to participate in or to contribute to an advertising cooperative. We do not have an advertising council composed of franchisees that advise us on advertising policies.

Under the Franchise Agreement, you must pay us a National Branding & Marketing Fee, which is currently 1.5% of Gross Revenues as of the issuance date of this disclosure document. We may periodically increase the National Branding & Marketing Fee upon 30 days' prior written notice to you; provided that the National Branding & Marketing Fee will not exceed 2.5% of Gross Revenues. You must pay the National Branding & Marketing Fee at the same time that you pay your Monthly Branding Royalty. Unless required by law, we will not be required to deposit the National Branding & Marketing Fee in a separate bank account, commercial account or savings account and we may place the National Branding & Marketing Fee in our general accounts or in separate accounts ("**National Branding & Marketing Fund**"). The National Branding & Marketing Fund will be administered by us, in our discretion, and we may use a professional advertising agency or media buyer to assist us. Your contribution to the National Branding & Marketing Fund will be in addition to all other advertising fees set out in this Item 11.

We may reimburse ourselves, our authorized representatives or our affiliates from the National Branding & Marketing Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other reasonable direct or indirect expenses that may be incurred by us or our authorized representatives and associated with the programs funded by the National Branding & Marketing Fund. We assume no other direct or indirect liability or obligation to collect amounts due to the National Branding & Marketing Fund or to maintain, direct or administer the National Branding & Marketing Fund. Any unused funds in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the National Branding & Marketing Fund on any terms we deem reasonable. Since we do not have this fund audited, audited financial statements are not available to Franchisees. We will make available to you, upon request, an annual accounting for the National Branding & Marketing Fund that shows how the National Branding & Marketing Fund proceeds have been spent for the previous year and plans to invest the National Branding & Marketing Fund for the current year.

We may use the National Branding & Marketing Fund for the creation, production and placement of commercial advertising; internet advertising; agency costs and commissions; creation and production of video, audio and written advertisements; administering multi-regional advertising programs, direct mail and other media advertising; in-house staff creative development, assistance and related administrative costs; local promotions; supporting public relations; market research; website development; public relations efforts including affiliations with charitable organizations related to the Exterior Cleaning and Protection Business; and other advertising and marketing activities, including participating at trade shows or industry associations. Advertising may be placed in local, regional or national media of our choice, including print, direct mail, internet, radio or television. We do not guarantee that advertising expenditures from the National Branding & Marketing Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all.

We will not use National Branding & Marketing Fund monies to solicit franchisees in our current fiscal year. Neither our affiliates nor we receive payments for providing goods or services to the National Branding & Marketing Fund, except for reimbursement of expenses as described above.

You are strongly encouraged to order sales and marketing material from our designated supplier(s). It is a material breach of the Franchise Agreement to use other marketing material without prior written approval. If you desire to use your own advertising materials you must obtain our prior approval. We will review your request and we will respond in writing within 15 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks and other name identification materials must be consistent with our approved standards. You may not use our logos, Marks and other name identification materials on items to be sold or services to be provided without our prior written approval. If we approve of promotional items or services that will be sold in your Exterior Cleaning and Protection Business, those items or services must be included in your gross revenues.

You must also pay us our then-current Digital Marketing Fee, which is currently $300 per month. We may use the Digital Marketing Fee in our sole discretion as we deem appropriate, including, without limitation for: (a) the development, production, publication, or distribution of digital advertisements, marketing, or promotions; (b) search engine optimization; (c) local digital marketing efforts; or (d) any other digital or electronic marketing related programs, technologies, or concepts. We may increase the Digital Marketing Fee upon 30 days' prior written notice to you. As with the National Branding & Marketing Fund, we do not guarantee that advertising expenditures from the Digital Marketing Fee will benefit you or any other franchisee directly, on a pro rata basis, or at all.

Except as described above, we are not obligated to spend any amount on advertising in the geographical area where you are or will be located.

We retain the sole right to market on the Internet, including all use of websites, domain names, URL's, linking, advertising, and co-branding arrangements. You may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks. We intend that any Franchisee website be accessed only through our home page. You will provide us content for our Internet marketing. We retain the right to approve any linking or other use of our website.

During the last fiscal year ended on December 31, 2018, of the monies that were spent from the National Branding & Marketing Fund, 19.5% was spent on website development and 19.2% was spent on search engine optimization, and 61.3% was spent on creative development.

Site Selection

You may operate your Exterior Cleaning and Protection Business from any location. We do not select or approve a site for the Business. The office for the Business may be located in a residence provided that there is a dedicated office space within the residence. Your storage facility may be at any location but local law may require that your storage facility be located in a commercial (non-residential) area.

Schedule for Opening

If you are purchasing a Franchise, we estimate that the typical length of time between the signing of the Franchise Agreement and the opening of your Exterior Cleaning and Protection Business will be 1 to 4 months. Some factors which may affect this timing are your ability to acquire a storage facility

through lease negotiations, your ability to secure any necessary financing, your ability to comply with any applicable local zoning and other ordinances, your ability to obtain any necessary licenses, permits and certifications, the timing of the delivery of equipment, the time of year you execute a Franchise Agreement in relation to the typical season for the Exterior Cleaning and Protection Business, tools and inventory and the time to convert, renovate or build the storage facility.

You must comply with all applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. You must apply for any required licenses and permits within 10 business days after signing the Franchise Agreement.

You may not open your Exterior Cleaning and Protection Business until: (1) initial training is completed to our satisfaction; (2) all amounts due to us have been paid; (3) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums that we request; (4) you notify us that all approvals and conditions set forth in the Franchise Agreement have been met; (5) you have received all required permits and licenses or have made arrangements acceptable to us to operate under another existing license; and (6) you have ordered, received and installed your equipment, supplies, inventory and Computer System. You must be prepared to begin operating your Exterior Cleaning and Protection Business immediately after we state that your Exterior Cleaning and Protection Business is ready for opening.

If you enter into a Development Agreement, we and you will have agreed to a Designated Area and a Development Schedule which identifies the number of Exterior Cleaning and Protection Businesses you will develop, and the time frame and the Territories in which the Exterior Cleaning and Protection Businesses will be developed. You must sign a Franchise Agreement at least 30 days before you must begin operating the Exterior Cleaning and Protection Business under the Development Agreement.

Required Warranty

You must provide to your customers a warranty for the period that we require in the Operations Manual on all Products used and Services provided in your Exterior Cleaning and Protection Business. We may change the required warranty at any time through the Operations Manual. All dealing and transactions with customers and suppliers must be fair and honest.

Software and Computer Equipment

Currently, you must have or purchase a personal computer ("**Hardware**") which runs on the Windows XP Professional operating system or a Macintosh operating system. Your computer must also have Microsoft Office XP Professional or a more recent version installed and operating and the web-based resource center software ("**Software**"). The Hardware and Software are referred to as the "Computer System." You must update your Computer System, at your expense, as we may require periodically to meet our specifications as they evolve. Upgrades, in some cases, may only be available through our suppliers. We may change the designated suppliers occasionally on written notice to you. (See Item 8). Neither we nor any supplier has any obligation under the Franchise Agreement to provide ongoing maintenance, repairs, upgrades or updates to the Computer System. We estimate the cost of optional or required maintenance, updates and upgrades will be $0 to $500 per year. In addition, you must pay us a monthly software license and support fee ranging between $100 to $250 per month. The current software license and support fee is $175 per month.

You will use the Computer System for word processing, communicating via e-mail with us and for tracking customer information. You must have sufficient computer skills to be able to operate your

Computer System and to access e-mail and the Internet. You must have access to the Internet and maintain an email account that allows us to communicate with you on a regular basis. If available in your area, you must have high-speed Internet access. You must check your email account at least once every day. If we determine that you require additional computer training, you must take and pay for, at your own expense, a computer training course at a local computer training school. You must complete this training within 90 days of the day we advise you of this requirement, and you must present us with a certificate acceptable to us to show that you passed the course.

We estimate the cost of purchasing the Computer System will range from $800 to $2,000, if you do not already have one that can be used in your Exterior Cleaning and Protection Business.

We have the right to independently access your electronic information and data through our proprietary data management and intranet system, and to collect and use your electronic information and data in any manner we choose to promote the development of the System and the sale of franchises. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system.

You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by these communications and computer-related problems.

Our Obligations Under the Development Agreement

Except as described above, we do not have additional obligations under the Development Agreement.

ITEM 12
TERRITORY

Franchise Agreement

You will be granted a Territory in which to operate the Exterior Cleaning and Protection Business under the Franchise Agreement. Your Territory is based on demographics and other characteristics including population density, home values, average income and other characteristics of the surrounding area, natural boundaries, extent of competition and the amount and size of urban, suburban and rural areas. For a Standard Territory, we will use commercially reasonable efforts to grant only one license to a franchisee per 400,000 people (or incremental portion thereof) in the designated geographical location ("**Population Limit**") and we will consider granting a Micro Market Territory for areas that fall below the Population Limit. We will use the most recent population information available in the U.S. Census Data, or other population statistical sources of our choosing to determine populations. "Territory" refers to both a Standard Territory and a Micro Market Territory. You will maintain rights to your Territory even though the population in your Territory may increase or decrease. We have the exclusive right to determine the boundaries of your Territory in our sole discretion. We reserve the right to change, modify, or delete the Population Limit in our sole discretion. We will use our business judgment to determine whether the Population Limit makes good business sense for us and all of our franchisees. Enforcing the Population Limit may not be practical when considering limitations on geography, housing availability, natural physical boundaries and population and demographic shifts. In the event that utilizing a Population Limit does not make good business sense as determined by us we may delete the Population Limit in our sole discretion. You may not relocate your Territory without our prior written consent.

You may be granted, in our sole discretion, express permission to sell or service customers in an unsold territory adjacent to your Territory ("**Adjacent Territory**"). However, you must agree that when this Adjacent Territory is granted to another franchisee, you will, upon receipt of written notice from us, cease all sales and service efforts within the Adjacent Territory, and return to us, within 10 days of the notice, all customer and prospect information related to the Adjacent Territory assign to us or our designee all customer contracts in the Adjacent Territory; and pay to us any amounts (or a pro rata portion of any amounts) paid by customers within the Adjacent Territory for Services you have not yet performed. For example, if a customer pre-paid for a year of Services and you have performed only half of the contracted work, you must pay us 50% of the amount the customer paid you. You do not have any first claim on any Adjacent Territory. Territories are awarded on a first-come, first-served basis to qualified applicants that meet our requirements to operate an Exterior Cleaning and Protection Business. Other than as described in this paragraph, you may not solicit or accept orders from customers located outside your Territory or use other channels of distribution, including the Internet.

Customers from your Territory may purchase Services and Products from us and our affiliates or designees over the Internet, or in other reserved channels of distribution without compensation to you. If you advertise or market your Exterior Cleaning and Protection Business outside of your Territory, unless otherwise approved by us, you will be in breach of your Franchise Agreement, and we would have the right to terminate your franchise.

You will receive an exclusive territory and we will not operate locations or grant franchises for an Exterior Cleaning and Protection Business within your Territory unless during each full calendar year following your Operational Start Date, you do not attain certain levels of annual gross revenue ("**Minimum Annual Sales Quota**") as follows by Territory:

Year	STANDARD TERRITORY Yearly Gross Revenues	MICRO MARKET TERRITORY Yearly Gross Revenues
Second and Third Full Calendar Year	$150,000	$50,000
Fourth Full Calendar Year through the Balance of the Initial Term and any Interim Period	$250,000	$100,000

There is no Minimum Annual Sales Quota for the first full calendar year after your Operational Start Date.

If you sign a Successor Franchise Agreement, your Minimum Annual Sales Quota will be the amount described in that Agreement. As of the date of this disclosure document, we anticipate that the Minimum Annual Sales Quota will be the highest Minimum Annual Sales Quota specified in our then-current form of Franchise Agreement for new franchisees. We have the right, however, to vary the Minimum Annual Sales Quota and how it is determined in any Successor Franchise Agreement you may sign.

The failure to achieve these Minimum Annual Sales Quotas is a material breach of the Franchise Agreement. If you fail to meet your Minimum Annual Sales Quota, we have the right to grant additional franchises within the Territory, reduce the size of your Territory or terminate your franchise upon 30 days' written notice.

Among other rights, we specifically reserve the following rights, which we may exercise without any compensation to you or other franchisees:

1. We reserve the right to own, franchise, or operate Exterior Cleaning and Protection Businesses at any location outside of the Territory, regardless of the proximity to your Exterior Cleaning and Protection Business.

2. We reserve the right to use the Marks and the System to sell any products or services, similar to those, which you will sell, through any alternate channels of distribution within or outside of the Territory. This includes retail locations and other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce. If we use the Marks to sell the Products and Services that you must sell to a customer in your Territory over the Internet we or our supplier and manufacturers may, in our sole discretion, provide you with a credit in an amount solely determined by us.

3. We reserve the right to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of an Exterior Cleaning and Protection Business, at any location, including within the Territory, which may be the same as, similar to or different from the Exterior Cleaning and Protection Business operated by you.

4. We reserve the right to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Exterior Cleaning and Protection Business, wherever located.

5. We reserve the right to acquire and convert to the System operated by us any businesses offering services similar to the Exterior Cleaning and Protection Business including those businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Territory; and

6. We reserve the right to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate these multi-area marketing programs.

You have no right of first refusal or similar rights to acquire additional franchises.

Development Agreement

If you sign a Development Agreement with us, you will receive certain protected rights to develop more than one Exterior Cleaning and Protection Business within a designated geographic area (the "Designated Area") described in Exhibit A attached to the Development Agreement. The size of the Designated Area will vary, depending on the number of Exterior Cleaning and Protection Businesses you intend to open, the population base, the population density, growth trends of the population, degree of affluence of the population, the density of residential and business entities, and major topographical features which clearly define contiguous areas, like rivers, mountains and major freeways. The Development Agreement will also identify each Territory within the Designated Area within which you will have the right to develop an Exterior Cleaning and Protection Business. We will use commercially reasonable efforts to grant a Designated Area with a minimum of 400,000 people for each Exterior Cleaning and Protection Business you intend to open. You will receive an exclusive territory and we will not operate or franchise another to operate an Exterior Cleaning and Protection Business in the Designated Area so long as you meet the minimum Development Schedule, meet our standards for existing RENEW CREW franchisees who wish to open additional Exterior Cleaning and Protection

Businesses, satisfy our minimum financing capability criteria to develop the Business, comply with all other provisions of the Development Agreement and you otherwise comply with the provisions of each related Franchise Agreement. We have the right, without any compensation to you, to grant other franchises or develop and operate company or affiliate owned Exterior Cleaning and Protection Businesses anywhere outside of the Designated Area. Furthermore, as described above, we have certain rights under Development Agreement and each Franchise Agreement to sell products and services using the Marks or other marks using similar or dissimilar channels of distribution in the Designated Area without any compensation to you. If you do not comply with the Development Schedule and the Development Agreement, we may terminate the Development Agreement and grant individual or multiple unit rights within the Designated Area to third parties. As described in Item 6 above, for a fee, you may request an extension to the date by which you must open an Exterior Cleaning and Protection Business under the Development Schedule (limited to the period of time we allow, not to exceed 6 months).

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the nonexclusive right to use the Marks, including the service mark "RENEW CREW," and various designs and logo types associated with our services and Marks. You may also use other current or future Marks as we may designate to operate your Exterior Cleaning and Protection Business.

Our affiliate, OLBIPC, owns the following service marks registered on the Principal Register with the United States Patent and Trademark Office ("**USPTO**") and it intends to file all required affidavits and renewals:

Mark	Registration Date	Registration No.	Status
RENEW CREW (Word mark)	August 6, 2013	4381212	Registered

OLBIPC has granted us the perpetual right to use and sublicense others to use the principal Mark, as well as other Marks under a trademark license agreement with an effective date of October 1, 2012. OLBIPC may terminate the trademark agreement if any misuse of these Marks materially impairs the goodwill associated with these Marks, if we violate any provision of the license agreement or we do not comply with OLBIPC's instruction concerning the quality of these Marks. If the trademark agreement is terminated, any then-existing sublicenses (franchises) will continue for the term of the sublicenses, provided that the sublicensees (franchisees) comply with all other terms of their franchise agreements. The trademark license agreement contains no other limitations.

We may also use a number of unregistered, common law trademarks. You must follow our rules when you use our Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLS, domain names, e-mail addresses, locators, links, metatags or search techniques. You must get our prior written approval of your company name before you file any registration documents. You must indicate, as required in the Franchise Agreement and specified in the Operations Manual, that you are an independent operator. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically in our discretion. You may not use the Marks with an unauthorized product or service, or in a manner not authorized in writing by us.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any of the Marks which are relevant to the use of these Marks. No currently effective litigation affects our or OLBIPC's use

or ownership rights in any Mark. No currently effective agreement limits our or OLBIPC's right to use or license the use of the Marks.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Marks. We and/or OLBIPC may take whatever action we deem necessary to protect the unauthorized use of the Marks and you must cooperate with us and/or OLBIPC. If we and/or OLBIPC require you to join in any action, we will pay for your out-of-pocket expenses. We and/or OLBIPC are not required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

You must modify or discontinue the use of a Mark if we modify or discontinue the Mark. If this happens, we will reimburse you for your tangible out of pocket cost of compliance (for example, changing letterhead and business cards). You must not directly or indirectly contest our rights to the Marks, or any other trademarks, trade names, service marks, logos, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of the Marks.

You do not receive any right under the Development Agreement to use the Marks. Those rights are granted only under the Franchise Agreement.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information contained in the Operations Manual is proprietary and is protected by copyright and other laws. The Operations Manual and the limitations of the use of it by you and your employees are described in Item 11 and Sections 7, 8 and 10 of the Franchise Agreement. The designs contained in the Marks, the layout of our advertising materials, the content and format of any other writings or copyright and other laws also protect recordings in print or electronic form. Although we have not filed an application for copyright registration for the Operations Manual, the advertising materials, the content and format of any other writings and recordings, we and our affiliates claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("**Copyright Works**") in connection with your operation of your Exterior Cleaning and Protection Business, but these copyrights remain our or our affiliates' sole property.

There are currently no effective determinations of the United States Copyright Office or any court regarding any of our or our affiliates' Copyrighted Works, nor are any proceedings pending, nor are there any currently effective agreements between us or our affiliates, and third parties, or infringing uses pertaining to the Copyrighted Works that will or may significantly limit your use of our or our affiliates' Copyrighted Works.

Our Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of and experience in the development, operation and franchising of Exterior Cleaning and Protection Businesses, formulations for and packaging of Products and Services sold at Exterior Cleaning and Protection Businesses, information concerning Product and Service sales, operating results, financial performance and other financial data of Exterior Cleaning and Protection Businesses and other related materials are proprietary and confidential ("**Confidential Information**") and are considered to be our property to be used by you only as described in the Franchise Agreement or the Operations Manual. Where appropriate, certain information has also been identified as

trade secrets ("**Trade Secrets**"). The formulae for the products that we manufacture or have manufactured and carry the RENEW CREW name constitute Trade Secrets. We will not disclose these formulae to you; we disclose them only to manufactures, suppliers and others with a need to know, and then only on receipt of a signed confidentiality agreement. You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for the development of your Exterior Cleaning and Protection Business during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners, if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement that we can enforce. Nothing contained in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Exterior Cleaning and Protection Business during the term of the Franchise Agreement.

You must notify us within 3 days after you learn about another's use of language, a visual image, or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyright Works or use of our Confidential Information or Trade Secrets or if someone challenges your use of our Copyright Works, Confidential Information or Trade Secrets. We or our affiliates will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyright Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of or challenge to your use of any Copyright Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyright Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to any of our Copyright Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us and our counsel with respect to any infringement, challenge or claim. We will have discretion to take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyright Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance, and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding or to protect and maintain our interests in the Copyright Works, Confidential Information or Trade Secrets.

No patents are material to us at this time and we do not have any pending patent applications that are material to the franchise.

We have the right to inspect, copy and use all records with respect to the customers, suppliers, and other services providers of, and related in any way to, your Exterior Cleaning and Protection Business. This includes, without limitation, all databases (whether in print, electronic, or other form), including all names, addresses, phone numbers, e-mail addresses, and customer purchase records. We may use or transfer the records in any way we wish, both before and after any termination, expiration, repurchase, transfer or otherwise. We may contact any or all of your customers, suppliers, and other service providers for quality control, market research, and other purposes, as we deem appropriate, in our sole discretion.

You must disclose to us all ideas, techniques and products concerning the development and operation of the Exterior Cleaning and Protection Business you or your employees conceive or develop during the term of the Franchise Agreement. You must grant to us and agree to obtain from your owners or employees a perpetual, non-exclusive and worldwide right to use these ideas, techniques and products concerning the development and operation of Exterior Cleaning and Protection Business that you or your employees conceive or develop during the term of the Franchise Agreement in all related product and service businesses that you operate. We will have no obligation to make any lump sum or on-going payments to you with respect to any idea, concept, method, technique or product. You must agree that you will not use nor will you allow any other person or entity to use any of these ideas, techniques or products without obtaining our prior written approval.

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

If you are an individual, you must directly supervise the Exterior Cleaning and Protection Business at your franchised location. If you are a business entity, the direct, on-site supervision must be done by a Designated Business Manager, which could be one of your employees. The Designated Business Manager is not required to own a beneficial interest in the business entity.

If we believe you lack sufficient business experience, you must designate a Designated Business Manager to act as the operating manager for your Exterior Cleaning and Protection Business. We must approve the selection of the Designated Business Manager before signing the Franchise Agreement. The Designated Business Manager must attend and successfully complete the initial training program, and must abide by the obligations in the Franchise Agreement and the Operating Manual. The Designated Business Manager must agree to the same confidentiality and non-competition obligations that you are required to abide by (see Attachment A to the Franchise Agreement).

If you are a legal or business entity, each individual who owns, directly or indirectly, a 5% or greater interest in you (and, if you are an individual, your immediate family defined as your spouse and domestic partner) must sign the Guaranty and Assumption of Franchisee's Obligations assuming and agreeing to discharge all of your obligations and comply with all restrictions under the Franchise Agreement (or if applicable, the Development Agreement) (See Attachment B to the Franchise Agreement).

In signing the Franchise Agreement, you acknowledge that the risks, financial and otherwise, which are inherent with the beginning of any new business, are yours alone. We, as a matter of policy, will not assist you in any decision-making process that may affect the operations of your Exterior Cleaning and Protection Business. The success or failure of the franchise as a business enterprise is dependent on your efforts. The licensing of this franchise should not be considered by anyone who is unfamiliar with standard business practices or is unwilling to accept the responsibilities associated with running a small business.

If you enter into a Development Agreement and are an individual, you must oversee the development and the day-to-day operations of the Businesses. If you enter into a Development Agreement and you are a corporate entity or partnership, you must designate an operator who we approve and who will oversee the development and the day-to-day operations of the Exterior Cleaning and Protection Businesses within the Designated Area (the "Development Manager"). The Development Manager must own at least 5% of the franchisee entity. The Development Manager must demonstrate, to our satisfaction, that he/she satisfies our managerial and business standards, has the aptitude and ability to operate and supervise the Businesses, and must comply with any obligations under the Franchise Agreements. Any

Development Manager must attend and successfully complete all or portions of our training program as we require. The Development Manager also may be your Designated Business Manager for all the Exterior Cleaning and Protection Businesses to be developed under the Development Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must refrain from using or permitting the use of your Exterior Cleaning and Protection Business for any other purpose or activity except as defined herein at any time without first obtaining our written consent.

You must sell or offer for sale only those Services and Products which are authorized by us and which meet our standards and specifications. (See Item 8.) You may sell or offer for sale those Services and Products to any customer in the Territory. You may not use other brands of cleaning agents, preservatives, or products that we have not approved in writing. You may not sell RENEW CREW branded Products to anyone, including customers that you provide Exterior Cleaning and Protection Services.

You must follow our policies, procedures, methods, and techniques. We may change or add to our required Services and Products at our discretion with prior notice to you. (See Item 8.) You must discontinue selling and offering for sale any Services or Products, which we may, in our discretion, disapprove in writing at any time. We impose these requirements to control the quality of the Services and Products that you and other franchisees may offer though the use of our trade name and Marks.

We may grant you permission, in our sole discretion, to sell or service customers in an adjacent, unsold territory. However, when the adjacent territory is sold to another franchisee, you must cease all sales and service activities in that adjacent territory. (See Item 12.)

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 in Exhibit B and Exhibit C to this Disclosure Document.

Provision	Section in Franchise Agreement or Other Agreement	Summary
a. Length of the Franchise Term	Section 3 of Franchise Agreement; and Section 4(A) of Development Agreement	Franchise Agreement: 7 years. Development Agreement: ends on last day of Development Schedule.
b. Renewal or extension of the term	Section 3 of Franchise Agreement	If you wish to do so, and you satisfy all of the pre-conditions to obtaining a Successor Franchise, we will offer you the right to obtain an additional term of for a period of time equal to our then-current initial term (but no less than 5 years).

Provision	Section in Franchise Agreement or Other Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 3 of Franchise Agreement	Renewal means obtaining the right to operate the Business for another term. Requirements to renew include: sign our then-current successor franchise agreement ("**Successor Franchise Agreement**") for the Successor Term, and this new Franchise Agreement may have materially different terms and conditions (including, *e.g.* higher royalty and advertising contributions) from the Franchise Agreement that covered your original term, be current in all payments, not have committed 2 breaches in the 24 months before the end of the term, sign release, pay renewal fee, meet our qualifications for new and renewing franchisees, provide notice, upgrade the computer system and vehicle, and provide proof of current licenses, insurance and permit.
d. Termination by franchisee	Not applicable	Not applicable
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	Section 17 of Franchise Agreement; and Section 14 of Development Agreement	Can terminate upon certain violations of the Franchise Agreement or Development Agreement by you
g. "Cause" defined – curable defaults	Section 17 of Franchise Agreement; and Section 14(A) of Development Agreement	Franchise Agreement: You have 30 days to cure defaults including: failure to comply with operating procedures and standards; failure to obtain our prior written consent; failure to comply with the Operations Manual; default under the lease for the storage facility or other premise; failure to submit reports; failure to accurately report Gross Revenues; or failure to comply with other provision of the Franchise Agreement. Development Agreement: You have 30 days to cure defaults including: failure to meet development requirements; failure to comply with the Development Agreement; failure to comply with any Franchise Agreement; or failure to pay amounts due.

Provision	Section in Franchise Agreement or Other Agreement	Summary
h. "Cause" defined – non-curable defaults	Section 17 of Franchise Agreement; and Section 14(B) of Development Agreement	Franchise Agreement: Non-curable defaults include: disclosure of confidential information; abandonment; insolvency; bankruptcy; material judgment against you; you or your operators are convicted of a felony, a crime of moral turpitude or any crime that will affect the System or Marks; failure to pay amounts due; failure to use the Marks correctly; 3 notices of default within a 12-month period; unauthorized transfer; 2 or more times during the term, you underreport Gross Revenue by 3% or more; failure to submit reports or other information 2 or more times during the term; offer for sale any unauthorized product or service; contests the validity of our Marks; liquidation; failure to complete training; 4 or more notices of default during the term; misrepresentation; failure to meet Minimum Annual Sales Quota; or failure to obtain and maintain all required permits and licenses. Development Agreement: Non-curable defaults include: failure on 3 occasions within 12 months to comply with the Development Agreement; unauthorized assignment; material misrepresentation or omission; felony, crime involving moral turpitude or any crime that will affect the System or the Marks; disclosure of confidential information; insolvency; material misuse of the Marks; use of unapproved website; any violation that is not curable; any Franchise Agreement is terminated; or immediate threat or damage to public health or safety.
i. Franchisee's obligations on termination/non-renewal	Sections 10, 12, 14 & 17 of Franchise Agreement; and Section 14(C) of Development Agreement	Franchise Agreement: Obligations include complete de-identification, payment of amounts due and return of Operations Manual, all Confidential Information, trade secrets and records, assignment of customer contracts, payment of any customer prepayment, and compliance with post-termination noncompetition provision. Development Agreement: Lose rights to open Businesses under Development Agreement.
j. Assignment of contract by franchisor	Section 15.1 of Franchise Agreement	No restriction on our right to assign
k. "Transfer" by franchisee – defined	Section 15 of Franchise Agreement; and Section 17 of Development Agreement	Franchise Agreement: Includes transfer of contract or assets or ownership change Development Agreement: Includes transfer of Development Agreement or ownership change
l. Franchisor approval of transfer by franchisee	Section 15 of Franchise Agreement; and Section 17(B) of Development Agreement	We have the right to approve all transfers

Provision	Section in Franchise Agreement or Other Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 15 of Franchise Agreement; and Section 17(B) – (D) of Development Agreement	Franchise Agreement: New franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee. Development Agreement: You are in compliance with the Development Agreement and any other agreements between you and us; proposed transferee must meet our standards; transferee must have completed our training program; you pay a transfer fee and sign a general release.
n. Franchisor's right of first refusal to acquire your business	Section 16 of Franchise Agreement; and Section 17(C) of Development Agreement	We can match any offer for your business
o. Franchisor's option to purchase franchisee's business	Section 16 of Franchise Agreement	We may, but are not required to, purchase your inventory and equipment at fair market value if your franchise is terminated for any reason
p. Death or disability of franchisee	Section 15.9 of Franchise Agreement	Your estate or legal representative must apply to us for the right to transfer to the next of kin within one hundred twenty days
q. Non-competition covenants during the term of the franchise	Section 14 of Franchise Agreement; and Section 16(A) of Development Agreement	No involvement in exterior cleaning and protection business
r. Non-competition covenants after the franchise is terminated or expires	Sections 14, 17 of Franchise Agreement; and Section 16(B) of Development Agreement	Franchise Agreement: No exterior cleaning and protection business for 2 years (i) in the Territory or any other Franchisee's Territory; (ii) 10 miles of the Territory or any other Franchisee's Territory or (iii) 10 miles of any of our or our affiliate owned Exterior Cleaning and Protection Business. Development Agreement: No competing business for 2 years (i) in the Designated Area or any other Franchisee's Territory; (ii) 10 miles of the Designated Area or any other Franchisee's Territory or (iii) 10 miles of any of our or our affiliate owned Exterior Cleaning and Protection Business.
s. Modification of the agreement	Sections 2.3, 7.3 & 20.11 of Franchise Agreement; and Section 19(G) of Development Agreement	Franchise Agreement: No modifications of Franchise Agreement during term generally, but Operating Manual subject to change. Modifications permitted on renewal. Development Agreement: No modifications generally, except in writing.
t. Integration/merger clause	Section 20.5 of Franchise Agreement; and Section 19(G) of Development Agreement	Only the terms of the franchise agreement and development agreement are binding (subject to state law). Any representations or promises outside of the disclosure document, franchise agreement and development agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 19 of Franchise Agreement; and Section 18(A) of Development Agreement	Except for certain claims, all disputes must be arbitrated in Virginia, subject to state law
v. Choice of forum	Sections 19.1 & 20.1	Arbitration must be in Virginia, subject to state law
w. Choice of law	Sections 19.1 & 20.1 of Franchise Agreement	Virginia law applies, subject to state law.

ITEM 18
PUBLIC FIGURES

We do not currently 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.

Actual results will vary from franchise to franchise, territory to territory and market to market, and we cannot estimate the results for any particular franchise. The success of your franchise will depend largely on your individual abilities and your market. The actual numbers you experience will be influenced by a wide variety of factors including your management, market size and demographics and competition. You should conduct your own independent research and due diligence to assist you in preparing your own projections.

Written substantiation of the data used in preparing the financial performance representations included in this Item 19 will be made available to you upon reasonable request.

The information included in this Item 19 is based on information collected by us from Renew Crew franchisees for the 2018 calendar year.

As of December 31, 2018, there were 20 RENEW CREW franchisees that operated 29 RENEW CREW Territories and one Exterior Cleaning and Protection Business operated by our affiliate, OLBFO, that operated in 4 Territories. The information provided in the Tables A to G below is compiled from 14 RENEW CREW franchisees ("Reporting Franchisees") that operated 19 RENEW CREW Territories ("Reporting Franchise Territories"); and that were in operation for all of the 2018 calendar year. The data below excludes 7 RENEW CREW franchisees that operated 10 RENEW CREW Territories that either began actively operating in the 2018 calendar year, did not collect any Gross Revenues during the 2018 calendar year, or ceased operating during the 2018 calendar year.

A. 2018 Gross Profit Margins for Reporting Franchise Territories for the 12 Months Ending December 31, 2018

We collected financial information from 18 of the 19 Reporting Franchise Territories, including their income statements for the 2018 calendar year. The remaining Reporting Franchisee operating in 1 Reporting Franchise Territory did not provide us with enough information to calculate gross profit margin, labor or cost of goods sold.

Number of Reporting Franchise Territories in the Group	Median Gross Profit Margin	Average Gross Profit Margin (Note 3)	Number who Met or Exceeded Average Gross Profit Margin (and %)	Median Labor %	Average Labor % (Note 2)	Number who Met or Exceeded Average Labor % (and %)	Median Cost of Goods %	Average Cost of Goods % (Note 1)	Number who Met or Exceeded Average Cost of Goods % (and %)
18	64.1%	63.8%	10 (56%)	22.1%	23.6%	5 (28%)	12.2%	12.6%	9 (50%)

Note 1 - The Average Cost of Goods Percentage was calculated by dividing the total costs of goods sold by the total Gross Revenues as reported to us by the Reporting Franchise Territories. Cost of goods includes proprietary RENEW CREW products used to clean and protect wood and other surfaces.

Note 2 - The Average Cost of Labor Percentage was calculated by dividing the total costs of labor by the total Gross Revenues as reported to us by the Reporting Franchise Territories in each group. Only the direct cost of labor associated with performing cleaning and protecting services are included in the cost of labor percentage. Payroll and salary expenses associated with administrative or management activities are excluded from the calculation. Some Reporting Franchise Territories serve as employees of the RENEW CREW franchise. The franchisees with higher volumes may employ additional persons, and the franchisees operating lower volume businesses may perform all of the work without hiring other employees. Most Reporting Franchise Territories employ two employees, in addition to the franchise owner, but some Reporting Franchisees employ up to 10 employees during the summer season.

Note 3 - Average Gross Profit Margin was calculated by dividing the total gross profit by the total Gross Revenue as reported to us by the Reporting Franchise Territories. Gross profit is comprised of Gross Revenues less the cost of goods and labor. Gross profit excludes non-cash items (such as depreciation and amortization), interest expense (if any), and operating expenses such as marketing, insurance, office supplies, rent, and federal, state and local taxes, and thus does not represent net profits. Gross profit margins exclude brand licensing fees, vehicle and fuel expenses, and any other operating expenses.

B. 2018 Average Closing Ratio on Job Estimates for the 12 Months ending December 31, 2018

The following table presents information regarding the average sales closing ratio of customers compared to the total number of estimates presented to potential customers ("Average Closing Ratio to Estimates") for 15 of the 19 Reporting Franchise Territories for the 2018 calendar year. These 15 Reporting Franchise Territories were operated by 10 Reporting Franchisees. The remaining 4 Reporting Franchisees operating in 4 Reporting Franchise Territories did not provide us with enough information to calculate the closing ratio to estimates.

		Closing Ratio to Estimates (Note 1)			
# of Reporting Franchise Territories	Minimum	Average	Maximum	Median	# of Reporting Franchise Territories above average (and %)
15	35.1%	47.6%	55.0%	49.3%	10 (66.7%)

Note 1 -We calculated the average Closing Ratio to Estimates by dividing the total number of customers serviced by the total number of estimates presented to potential customers as reported to us by the Reporting Franchisees.

C. 2018 Average Ticket Sale for Reporting Franchise Territories for the 12 Months Ending December 31, 2018

The following table presents data regarding the average Gross Revenue per customer ("Average Ticket Sale") for 15 of the 19 Reporting Franchise Territories for the 2018 calendar year. These 15 Reporting Franchise Territories were operated by 10 Reporting Franchisees. The remaining 4 Reporting Franchisees operating in 4 Reporting Franchise Territories did not provide us with enough information to calculate the Average Ticket Sale.

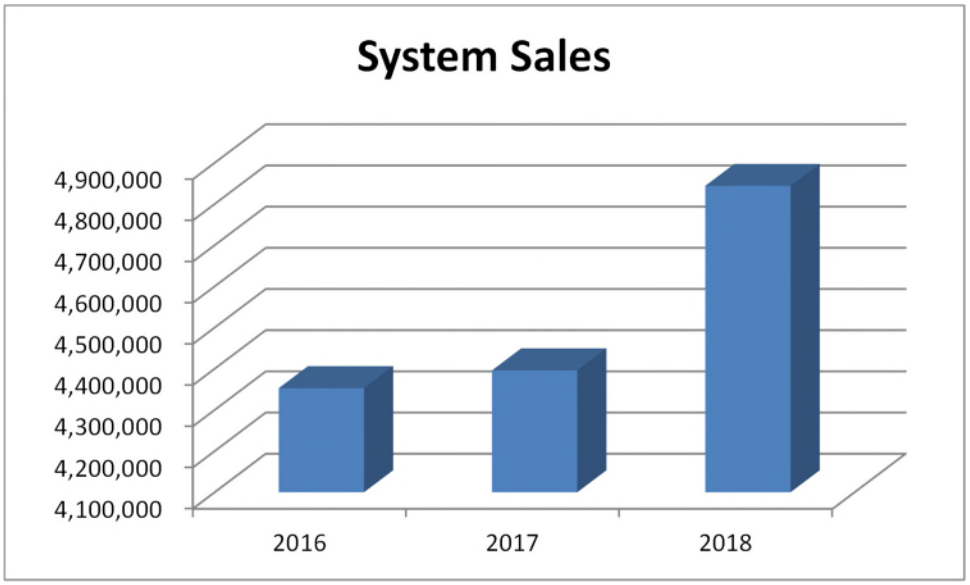
2018 Renew Crew Average Ticket Sale (Note 1)	**Number and % At and Above Average**	**2018 Renew Crew Median Ticket Sale**
$1,659.78	5 Reporting Franchise Territories (33%)	$1,362.93

Note 1 -We calculated the Average Ticket Sale by dividing the total annual Gross Revenues by the total number of customers served during the 2018 calendar year as reported to us by the 15 Reporting Franchise Territories.

D. RENEW CREW Franchise System Sales for three Calendar years ending December 31, 2018

The information provided in the table below is based on the aggregate Gross Revenues ("System Sales") reported to us from all RENEW CREW franchisees whose Exterior Cleaning and Protection Businesses were operational for any part, even as little as one month if the RENEW CREW franchisee completed initial training in December of their initial year of operations, of each calendar year ended December 31, 2016, 2017 and 2018.

Year	**System Sales**	**Number of Franchised and Company owned Territories as of Calendar Year End**
2016	$4,352,696	26
2017	$4,395,893	27
2018	$4,844,004	33



E. 2018 Average Gross Revenues for RENEW CREW Franchisees for the 12 Months Ending December 31, 2018

The following table presents the average annual Gross Revenues realized by the 14 Reporting Franchisees that operate in 19 Reporting Franchise Territories. Of the 14 Reporting Franchisees, 3 Reporting Franchisees operated in more than one Territory. One Reporting Franchisee operated in 2 Territories, and 2 Reporting Franchisees operated in 3 Territories.

"Total Gross Revenues" mean the total "Gross Revenues" (as defined in the Franchise Agreement) received by the Reporting Franchisees for all the Territories they own for the 2018 calendar year, as reported by the Reporting Franchisees.

The table below presents the minimum, average, maximum, and median Total Gross Revenue for the 2018 calendar year for the RENEW CREW Reporting Franchisees in operation for the full 2018 calendar year.

			Gross Revenue in Dollars				
	Number of Reporting Franchises	**Percentage of Reporting Franchisees**	**Minimum**	**Average**	**Maximum**	**Median**	**Number of Reporting Franchisees above average (and %)**
Top Third	4	29%	$319,342	$489,280	$816,968	$410,405	1 (25%)
Middle Third	5	36%	$196,217	$222,401	$282,441	$208,259	1 (20%)
Bottom Third	5	36%	$88,773	$137,593	$189,166	$154,073	3 (60%)
Reporting Franchisees	**14**	**100%**		$268,364		$207,901	**5 (35%)**

Of the 4 Reporting Franchisees in the Top Third, 2 (50%) operated more than one Territory, of the 1 Reporting Franchisees in the Middle Third, 1 (20%) operated more than one Territory.

Additionally, our affiliate, OLBFO, operated one Exterior Cleaning and Protection Business with 4 territories that achieved $640,041 of Gross Sales in 2018. This Exterior Cleaning and Protection Business reflects the standard RENEW CREW business prototype and offers the same products and services as those offered by franchised Exterior Cleaning and Protection Businesses.

F. 2018 Average Percentage of Recurring Revenue for Certain RENEW CREW Franchisees for the Operating Season ending December 31, 2018

The information provided in the table below is based on information reported to us from 6 Reporting Franchisees operating in 6 Reporting Franchise Territories. The remaining 9 Reporting Franchisees operating 13 Reporting Territories did not provide us with the required information.

The 6 Reporting Franchisees reported the volume of revenues in the calendar year December 31, 2018 received from clients that had previously obtained exterior cleaning and protection services from the reporting franchisee in a prior calendar year ("Recurring Revenue"). We calculated the Average percentage of Recurring Revenue by dividing the amount of Recurring Revenue for each reporting franchisee by the total Revenue reported by the franchisee.

2018 Average Percentage of Recurring Revenue	**Number of Reporting Franchisees and % At and Above Average**	**2018 Median Percentage of Recurring Revenue**
22.4%	3 (50%)	22.8%

G. 2018 Average Marketing Investment per Estimate, and Average Marketing Investment per Job for the 12 Months ending December 31, 2018

The following table presents data regarding the average marketing investment per customer estimate ("Average Marketing Investment per Estimate"), and the average marketing investment per customer serviced ("Average Marketing Investment per Job") for 11 of the 15 Reporting Franchisees that operated in the 15 of the 19 Reporting Franchise Territories for the 2018 calendar year.

	2018 Averages	Number of Reporting Franchisees above Average (and %)	2018 Medians
Average Marketing Investment per Estimate (Note 1)	$86.39	3 franchisees (27%)	$72.97
Average Marketing Investment per Job (Note 2)	$178.62	5 franchisees (46%)	$129.83

Note 1 - The "Average Marketing Investment per Estimate" is calculated by dividing the total reported marketing investments by the total number of customer estimates as reported to us for the 11 Reporting Franchisees. Marketing investments include direct expenditures on activities such as print advertising, radio advertising, television advertising, online advertising, direct mail, home show participation, yellow pages, online listings, search engine optimization, pay-per-click advertising, referral marketing activities, trade show development activities, community awareness activities, yard signs and other expenses directly related with marketing the RENEW CREW business.

Note 2 - The "Average Marketing Investment per Job" is calculated by dividing the total Marketing Investment by the total number of customer jobs as reported to us for the 10 Reporting Franchisees.

H. Material Assumptions

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

The financial information we utilized in preparing the preceding financial performance representations was based upon information provided to us by Reporting Franchisees. None of this information was audited or otherwise reviewed or investigated by us or by any independent accountant or auditing firm, and no one has audited, reviewed or otherwise evaluated this information for accuracy or expressed his/her opinion with regard to its content or form.

You are responsible for developing your own business plan for your RENEW CREW franchise, including capital budgets, financial statements, projections, pro forma financial statements and other elements appropriate to your particular circumstances. In preparing your business plan, we encourage you to consult with your own accounting, business and legal advisors to assist you to identify the expenses you likely will incur in connection with your RENEW CREW franchise, to prepare your budgets, and to assess the likely or potential financial performance of your RENEW CREW franchise.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Chris Grandpre, Renew Crew Franchising Corporation, 2924 Emerywood Parkway, Suite 101,

Richmond, Virginia 23294, (804) 353-6999, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY
FOR FISCAL YEARS 2016 TO 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	25	26	+1
	2017	26	23	-3
	2018	23	29	+6
Company-Owned	2016	0	0	0
	2017	0	4	+4
	2018	4	4	0
Total Outlets	**2016**	**25**	**26**	**+1**
	2017	**26**	**27**	**+1**
	2018	**27**	**33**	**+6**

Table No.2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR FISCAL YEARS 2016 TO 2018

State	Year	Number of Transfers
North Carolina	2016	0
	2017	1
	2018	0
Totals	**2016**	**0**
	2017	**1**
	2018	**0**

Table No. 3

FRANCHISED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2016 TO 2018

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets Operating At Year End
Arkansas	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets Operating At Year End
California	2016	0	3	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	1	0	0	0	0	4
Colorado	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	1	1
Florida	2016	1	1	0	0	0	1	1
	2017	1	0	1	0	0	0	0
	2018	0	0	0	0	0	0	0
Georgia	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
	2018	0	5	0	0	0	0	5
Illinois	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Kansas	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Mississippi	2016	1	0	1	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Missouri	2016	4	0	0	0	0	1	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Nebraska	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
New Hampshire	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
North Carolina	2016	7	0	0	0	0	0	7
	2017	7	0	0	0	3	0	4
	2018	4	0	0	0	0	0	4
Ohio	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Pennsylvania	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	1	0
	2018	0	0	0	0	0	0	0

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets Operating At Year End
South Carolina	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Texas	2016	1	1	0	0	0	0	2
	2017	2	1	0	0	0	1	2
	2018	2	1	0	0	0	0	3
Virginia	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Totals	**2016**	**25**	**6**	**1**	**0**	**0**	**4**	**26**
	2017	**26**	**3**	**1**	**0**	**3**	**2**	**23**
	2018	**23**	**7**	**0**	**0**	**0**	**1**	**29**

Table No. 4

COMPANY-OWNED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2016 TO 2018

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At End of Year
North Carolina	2015	0	0	0	0	0	0
	2016	0	1	3	0	0	4
	2017	4	0	0	0	0	4
Totals	**2015**	0	0	0	0	0	0
	2016	0	1	3	0	0	4
	2017	4	0	0	0	0	4

Table No. 5

PROJECTED OPENINGS
AS OF DECEMBER 31, 2018

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Georgia	0	1	0
Louisiana	0	1	0
Ohio	0	1	0
Oklahoma	0	1	0
South Carolina	0	1	0
Tennessee	0	1	0
Texas	0	1	0
Virginia	0	1	0
Totals	**0**	**9**	**0**

List of Current Franchisees

The names, addresses and telephone numbers of all current franchisees are listed in Exhibit D.

List of Former Franchisees

Included in Exhibit D is a list of the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had an outlet terminated, canceled, transferred, or not renewed by us, who otherwise voluntarily or involuntarily ceased to do business under their agreement as of the end of our fiscal year ended December 31, 2018, who has transferred an outlet, or who has not communicated with us or Predecessor within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

During the last three fiscal years, we have not signed any agreements with franchisees that contain confidentiality clauses that would restrict a franchisee's ability to speak openly about their experience.

Trademark-Specific Franchisee Organizations

We are not aware of any trademark-specific franchisee organizations associated with the franchise system which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

The audited consolidated financial statements of Outdoor Living Brands, our parent, and its subsidiaries for the periods ending December 31, 2018, December 31, 2017 and December 31, 2016 are attached to this disclosure document as Exhibit A, together with the auditor's 2018 report. Outdoor Living Brands absolutely and unconditionally guarantees our obligations under your Franchise Agreement. See Exhibit J for a copy of the written guarantee.

ITEM 22
CONTRACTS

Attached are the following agreements proposed for use in connection with our offering of franchises:

B. Franchise Agreement
Attachment F – Sample Release Agreement

C. Development Agreement

F. State-Specific Addendum

H. Acknowledgement Addendum

I. Promissory Note

ITEM 23
RECEIPT

The last 2 pages of this disclosure document (following the exhibits and attachments) are receipt pages acknowledging your receipt of the disclosure document. One copy is for your records, and one copy must be signed and dated by you and returned to us.

EXHIBIT A

OUTDOOR LIVING BRANDS, INC.
FINANCIAL STATEMENTS

Outdoor Living Brands, Inc. and Subsidiaries

Consolidated Financial Statements

Richmond, Virginia

As of and for the Years Ended December 31, 2018, 2017 and 2016

Outdoor Living Brands, Inc. and Subsidiaries

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LBA Haynes Strand, PLLC
Accounting Ahead of the Curve

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Outdoor Living Brands, Inc. and Subsidiaries
Richmond, Virginia

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Outdoor Living Brands, Inc. and Subsidiaries which comprise the consolidated balance sheets as of December 31, 2018, 2017 and 2016, and the related consolidated statements of operations, stockholders' equity and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Outdoor Living Brands, Inc. and Subsidiaries as of December 31, 2018, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

LBA Hayes Stud, PLLC

Matthews, North Carolina
March 29, 2019

Outdoor Living Brands, Inc. and Subsidiaries

Consolidated Balance Sheets
As of December 31, 2018, 2017, and 2016

Assets	2018	2017	2016
Current Assets			
Cash and cash equivalents	$ 3,343,713	$ 1,119,196	$ 1,021,509
Accounts receivable - trade, net of allowance	3,951,691	3,774,252	1,346,793
Current portion of notes receivable, net of allowance	270,556	238,045	165,553
Work in progress	2,047,732	1,432,496	-
Inventories	126,596	85,704	47,489
Prepaid expenses and other current assets	354,279	367,585	601,558
Total Current Assets	10,094,567	7,017,278	3,182,902
Property and Equipment			
Property and equipment	1,373,679	1,196,038	998,020
Less accumulated depreciation	(968,060)	(888,946)	(767,553)
Total Property and Equipment	405,619	307,092	230,467
Other Assets			
Notes receivable - long-term, net of current portion	233,410	292,442	237,469
Intangible assets, net of amortization	117,373	142,379	19,000
Goodwill	6,231,284	5,543,347	3,152,094
Security deposit	7,689	7,689	7,514
Total Other Assets	6,589,756	5,985,857	3,416,077
Total Assets	$ 17,089,942	$ 13,310,227	$ 6,829,446
Liabilities and Stockholders' Equity			
Current Liabilities			
Accounts payable	$ 620,068	$ 795,174	$ 228,571
Current portion of long-term debt	84,921	426,290	57,233
Line of credit	-	100,000	-
Accrued liabilities	323,370	617,014	401,682
Customer deposits	3,223,160	2,217,917	-
Deferred revenue - franchise sales	113,250	49,500	129,200
Deferred fee revenue	202,198	169,439	52,093
Accrued franchise expenses	134,566	18,008	41,099
Total Current Liabilities	4,701,533	4,393,342	909,878
Long-Term Debt			
Long-term debt, net of current portion	269,326	1,712,530	-
Contingent liability	100,000	175,000	-
Total Long-Term Debt	369,326	1,887,530	-
Total Liabilities	5,070,859	6,280,872	909,878
Stockholders' Equity			
Common stock	112	120	109
Additional paid-in capital	6,405,618	2,657,081	3,892,394
Retained earnings (accumulated deficit)	5,613,353	4,219,218	2,027,065
Noncontrolling interest	-	152,936	-
Total Stockholders' Equity	12,019,083	7,029,355	5,919,568
Total Liabilities and Stockholders' Equity	$ 17,089,942	$ 13,310,227	$ 6,829,446

The accompanying notes are an integral part of these consolidated financial statements.

Outdoor Living Brands, Inc. and Subsidiaries

Consolidated Statements of Operations
For the Years Ended December 31, 2018, 2017, and 2016

	2018	2017	2016
Revenue			
Royalty fees and services	$ 8,510,476	$ 7,614,303	$ 7,019,576
Franchise sales	1,859,675	1,505,400	1,331,690
Product sales	10,833,728	9,499,321	5,926,108
Franchise owned sales	11,518,386	9,956,233	-
National account sales	2,160,683	1,127,183	-
Other revenues	1,621,588	1,212,151	983,512
Total Revenue	36,504,536	30,914,591	15,260,886
Operating Expenses			
Cost of product sales	10,206,314	9,091,974	5,518,878
Franchise owned direct expenses	7,607,969	6,542,747	-
Advertising and marketing	2,255,266	1,895,190	1,217,117
Salaries and benefits	7,323,449	6,287,092	3,566,954
Cost of national account sales	1,872,058	1,007,475	-
General and administrative	4,801,888	3,605,563	2,977,177
Total Operating Expenses	34,066,944	28,430,041	13,280,126
Operating Income	$ 2,437,592	$ 2,484,550	$ 1,980,760
Other (Expenses) Income			
Other (expense) income	38,718,051	(131,456)	75,668
Interest - net	(63,136)	(58,005)	4,306
Total Other (Expenses) Income	38,654,915	(189,461)	79,974
Consolidated Net Income	$ 41,092,507	$ 2,295,089	$ 2,060,734
Less: Net income - Noncontrolling Interest	-	(102,936)	-
Net Income - Attributable to Outdoor Living Brands, Inc. and Subsidiaries	$ 41,092,507	$ 2,192,153	$ 2,060,734

The accompanying notes are an integral part of these consolidated financial statements.

Outdoor Living Brands, Inc. and Subsidiaries

Consolidated Statements of Stockholders' Equity
As of and for the Years Ended December 31, 2018, 2017, and 2016

	Common Stock	Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Noncontrolling Interest	Total
Balance, December 31, 2015	$ 110	$ 5,242,139	$ (33,669)	$ -	$ 5,208,580
Repurchase of common stock	(1)	-	-	-	(1)
Repurchase of common stock	-	(19,745)	-	-	(19,745)
Dividends paid to stockholders	-	(1,330,000)	-	-	(1,330,000)
Net income	-	-	2,060,734	-	2,060,734
Balance, December 31, 2016	$ 109	$ 3,892,394	$ 2,027,065	$ -	$ 5,919,568
Issuance of common stock	13	-	-	-	13
Repurchase of common stock	(2)	-	-	-	(2)
Capital contributions	-	363,157	-	50,000	413,157
Repurchase of common stock	-	(58,470)	-	-	(58,470)
Dividends paid to stockholders	-	(1,540,000)	-	-	(1,540,000)
Net income	-	-	2,192,153	102,936	2,295,089
Balance, December 31, 2017	$ 120	$ 2,657,081	$ 4,219,218	$ 152,936	$ 7,029,355
Issuance of common stock	82	3,698,537	-	-	3,698,619
Repurchase of common stock	(90)	-	(27,195,486)	-	(27,195,576)
Dividends paid to stockholders	-	-	(12,502,886)	-	(12,502,886)
Purchase of minority interest	-	50,000	-	(152,936)	(102,936)
Net income	-	-	41,092,507	-	41,092,507
Balance, December 31, 2018	$ 112	$ 6,405,618	$ 5,613,353	$ -	$ 12,019,083

Outdoor Living Brands, Inc. and Subsidiaries

Consolidated Statements of Cash Flows
As of and for the Years Ended December 31, 2018, 2017, and 2016

	2018	2017	2016
Cash Flows from Operating Activities			
Net income	$ 41,092,507	$ 2,295,089	$ 2,060,734
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	114,180	121,393	100,597
Amortization	25,006	20,621	6,000
Stock based compensation	480,503	288,326	-
Provision for bad debt	250,927	252,894	85,268
Changes in assets and liabilities:			
(Increase) decrease in:			
Accounts receivable	(428,366)	(2,089,065)	85,387
Work in progress	(615,236)	(110,913)	-
Inventories	(40,892)	66,742	73,598
Prepaid expenses and other assets	13,306	255,792	(175,354)
Increase (decrease) in:			
Accounts payable	(175,106)	194,894	(209,843)
Accrued liabilities	(293,644)	143,256	109,210
Customer deposit	1,005,243	197,390	-
Deferred revenue - franchise sales	63,750	(79,700)	104,200
Deferred fee revenue	32,759	117,346	(121,085)
Contingent liability	(75,000)	-	-
Accrued franchise expenses	116,558	(23,091)	41,099
Net Cash Provided by Operating Activities	41,566,495	1,650,974	2,159,811
Cash Flows from Investing Activities			
Acquisition and investment in subsidiary (see Note K)	(1,016,548)	(1,673,726)	-
Purchase of property and equipment	(212,707)	(129,518)	(163,793)
Net Cash (Used in) Investing Activities	(1,229,255)	(1,803,244)	(163,793)
Cash Flows from Financing Activities			
Repurchase of common stock	(90)	(2)	(1)
Issuance of common stock	82	13	-
Disbursements on notes receivable	26,521	(127,465)	(217,548)
Proceeds on long term debt	100,000	2,100,000	-
Principal payments on long-term debt	(1,984,573)	(348,950)	(72,025)
Noncontrolling interest	-	50,000	-
Net borrowings on line of credit	-	100,000	-
Contribution of capital, net stock based compensation	3,443,709	74,831	-
Reduction of capital, repurchase of common stock	(27,195,486)	(58,470)	(19,745)
Dividends paid to stockholders	(12,502,886)	(1,540,000)	(1,330,000)
Net Cash Provided by (Used in) Financing Activities	(38,112,723)	249,957	(1,639,319)
Net Increase in Cash and Cash Equivalents	2,224,517	97,687	356,699
Cash and cash equivalents:			
Beginning	1,119,196	1,021,509	664,810
Ending	$ 3,343,713	$ 1,119,196	$ 1,021,509
Supplemental disclosure of cash flow information			
Cash paid for interest	$ 95,036	$ 82,215	$ 4,852

The accompanying notes are an integral part of these consolidated financial statements.

NOTE A – Organization and Nature of Business

Outdoor Living Brands, Inc. (the "Company"), a Delaware corporation, located in Virginia, operates as the holding company for multiple franchise brands serving the outdoor living product and service markets. Its customers are primarily located throughout the United States and Canada.

During 2018, the Company's affiliates operated five franchise brands under the trade names Archadeck Outdoor Living, Outdoor Lighting Perspectives, Mosquito Squad, Renew Crew and Conserva Irrigation. In December 2018, the Company sold the Mosquito Squad brand, see further discussion in Note P. The Company's business is to own businesses that sell franchises and provide support for franchisees using standardized products, services and procedures developed by the franchisor, as well as operate company owned franchise locations.

Archadeck franchises design, sell and construct decks, porches, screened rooms, sunrooms, outdoor kitchens, hardscaped patios and other custom outdoor living space projects. Outdoor Lighting Perspectives franchises provide outdoor lighting and holiday lighting design and installation and maintenance services for residential and commercial clients. Renew Crew franchises provide exterior surface cleaning and protection services for residential and commercial clients. Conserva Irrigation franchises provide upgrades, maintenance services, and installation of outdoor irrigation systems for residential and commercial clients. Mosquito Squad franchises provide outdoor pest management products and services.

NOTE B – Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Outdoor Living Brands, Inc., and its wholly-owned subsidiaries (collectively, the "Company and Subsidiaries"), which includes Outdoor Lighting Perspectives Holding Corporation, Outdoor Lighting Perspectives Franchising, Inc., Outdoor Living Brands Intellectual Property Corporation, Outdoor Lighting Perspectives International Inc. (collectively, Outdoor Lighting Perspectives), Archadeck Franchising Corporation (Archadeck), Mosquito Squad Franchising Corp. (Mosquito Squad), Renew Crew Franchising Corp. (Renew Crew), Outdoor Living Brands Supply Corporation, Outdoor Living Brands Management, Inc., Outdoor Living Brands Field Operations, Inc., and Conserva Irrigation Franchising, LLC (Conserva). Intercompany transactions and balances have been eliminated in consolidation.

Cash Equivalents

Cash equivalents consist of highly liquid investments purchased with a maturity of three months or less. The carrying value of cash and cash equivalents approximates fair value because of the short-term maturities of those financial instruments.

Concentration of Custodial Risk

For cash and cash equivalents, custodial risk is the risk that, in the event of the failure of the counterparty, the Company will not be able to recover the value of its cash and cash equivalents that are in the possession of its banking institutions. The Company maintains its cash and cash equivalents at banking institutions that are members of the Federal Deposit Insurance Corporation (FDIC). FDIC guidelines guarantee $250,000 per depositor, per insured bank. As of December 31, 2018, 2017 and 2016, the Company had $3,093,713, $897,761 and $927,894 in excess of FDIC insured limits, respectively.

NOTE B – Summary of Significant Accounting Policies (Continued)

Concentration of Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of accounts and notes receivable.

The Company grants credit with net 30-day payment terms, to its franchisees in the normal course of business. Franchisees are dispersed among the Company's broad customer base throughout the United States, Canada, Kuwait, Saudi Arabia, Indonesia and Kenya.

Approximately 29%, 27% and 38% of the Company's gross accounts receivable was due from manufacturing and national account service partners, at December 31, 2018, 2017 and 2016, respectively.

Accounts Receivable and Bad Debt

Accounts Receivable are carried at original invoice amounts less an estimate made for doubtful receivables based on a review of all outstanding amounts on a monthly basis. Management determines the allowance for doubtful accounts by regularly evaluating individual franchisee accounts receivable balances that the Company specifically knows may be uncollectible. In making such determination, the Company also considers a franchisee's financial condition, credit history, and current economic conditions. A similar method is used for determining the allowance for doubtful accounts for company owned franchisees, in which historical factors are considered along with the evaluation of customer circumstances on a job-to-job basis. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received. The allowance for doubtful accounts receivable was $348,398, $316,223 and $100,514 at December 31, 2018, 2017 and 2016, respectively.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined by the first-in, first-out method, and market represents the lower of replacement cost or estimated net realizable value. Inventories consist of packaged products for resale to franchisees and general parts, pieces, and instruments used in the construction, installation and maintenance for customers of franchisee owned locations.

Property and Equipment

Acquisitions of property and equipment are recorded at cost. Improvements and replacements of property and equipment are capitalized. Maintenance and repairs that do not improve or extend the lives of property and equipment are charged to expense as incurred. When assets are sold or retired, their cost and related accumulated depreciation are removed from the accounts and any gain or loss is reported in the consolidated statements of operations. Depreciation is computed using the straight-line method for financial statement purposes. Leasehold improvements are depreciated over the shorter of the life of the lease or the estimated useful life. Depreciation expense for the years ended December 31, 2018, 2017 and 2016 was $112,680, $121,393 and $100,597, respectively.

The estimated useful lives of major asset classes of property and equipment are as follows:

Software	3 years
Tools and equipment	3 years
Furniture and office equipment	3 to 7 years
Leasehold improvements	5 years
Vehicles	5 years

NOTE B – Summary of Significant Accounting Policies (Continued)

Goodwill and Intangible Assets

The Company accounts for acquisitions of businesses beginning on or after December 31, 2008, in accordance with ASC 805, *Business Combinations.* Goodwill in such acquisitions represents the excess of the cost of a business acquired over the net of the amounts assigned to assets acquired, including identifiable intangible assets and liabilities assumed.

ASC 805 specifies criteria to be used in determining whether intangible assets acquired in a business combination must be recognized and reported separately from goodwill. Amounts assigned to goodwill and other identifiable intangible assets are based on internal estimates.

The Company accounts for recorded goodwill and other intangible assets in accordance with ASC 350, *Goodwill and Other Intangible Assets.* The Company does not amortize goodwill or indefinite intangible assets. Management evaluates the remaining useful life of an intangible asset that is not being amortized each reporting period to determine whether events and circumstances continue to support an indefinite useful life. If an intangible asset that is not being amortized is subsequently determined to have a finite useful life, it is amortized prospectively over its estimated remaining useful life. Amortizable intangible assets are amortized on a straight-line basis over their useful life.

In accordance with the requirements of ASC 350, the Company has performed a qualitative goodwill impairment assessment. The goodwill impairment assessment consisted of a comparison of the fair value of goodwill with its related carrying value. The fair value is an estimate of the amount for which the entity could be sold in a current transaction between willing parties. Generally, estimates of fair value are based on discounted cash flows. If the carrying value exceeds its estimated fair value, goodwill is written down to its implied fair value. Management has selected December 31 as the date on which to perform its annual qualitative impairment assessment on goodwill. Goodwill was found to be unimpaired at December 31, 2018, 2017 and 2016. See NOTE E for further disclosure.

Advertising Costs

The Company expenses advertising costs as they are incurred.

Estimates

The preparation of consolidated financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Such estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and assumptions.

Income Tax Status

The Company elected, with consent of its stockholders, to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company does not pay federal and state corporate income taxes on its income. Instead, the Company's income is included in the income of its stockholders for federal and state income tax purposes. The Company is known to have income tax nexus in certain states in which they have franchises. Income tax returns are filed in all jurisdictions where income tax nexus is fulfilled.

NOTE B – Summary of Significant Accounting Policies (Continued)

Income Tax Status (Concluded)

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Company and recognize a tax liability if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this guidance. With few exceptions, the Company is no longer subject to US federal and state income tax examinations by tax authorities for years prior to 2016.

Revenue Recognition

Revenue from Franchisees

An initial nonrefundable franchise fee is paid to the Company's subsidiaries upon the sale of a franchise. Revenue from the sale of an individual franchise is recognized in the period the sale is consummated and substantially all services to be provided by the Company's subsidiaries have been performed.

To license the use of the Company's brand and operating system, each franchisee enters into a franchise agreement that includes a royalty or brand licensing fee whereby the Company's subsidiaries are entitled to receive a specified percentage of franchise revenues or monthly fees. These royalty and brand licensing fees are recognized in the period in which they are earned.

The Company sells and distributes to its franchisees certain products required for use in the operation of a franchise. The revenue from the sale of these products is recognized in the period in which the products are delivered.

Completed Contract Revenue

Franchisee owned outlets primarily recognize revenue from the construction, design, installation of outdoor living spaces and products, along with providing cleaning or maintenance services for residential and commercial clients. Projects have a short-term nature and as such, revenue recognition is based on the completed contract method. All revenue is recognized upon the fulfillment of the customer contract and completion of the project.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This standard outlines a single comprehensive model for companies to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. The core principle of the revenue model is that revenue is recognized when a customer obtains control of a good or service. A customer obtains control when it has the ability to direct the use of and obtain the benefits from the good or service. Transfer of control is not the same as transfer of risks and rewards, as it is considered in current guidance. The Company will also need to apply new guidance to determine whether revenue should be recognized over time or at a point in time. In August 2015, the FASB issued ASU 2015-14 which defers the effective date of ASU 2014-09 one year. 2014-09, as deferred by ASU 2015-14, will be effective for annual reporting periods beginning after December 15, 2018, using either of two methods: *(a)* retrospective to each prior reporting period presented with the option to elect certain practical expedients as defined within ASU 2014-09; or *(b)* retrospective with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application and providing certain additional disclosures as defined in ASU 2014-09. The Company has not yet selected a transition method and is currently evaluating the impact of the pending adoption of ASU 2014-09 on the consolidated financial statements.

NOTE B – Summary of Significant Accounting Policies (Concluded)

Recent Accounting Pronouncements (Concluded)

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. We are currently evaluating the impact of our pending adoption of the new standard on our consolidated financial statements.

In January 2017, the FASB issued ASU 2017-04, *Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. The ASU simplifies the measurement of goodwill impairment by eliminating the requirement that an entity compute the implied fair value of goodwill based on the fair values of its assets and liabilities to measure impairment. Instead, goodwill impairment will be measured as the difference between the fair value of the reporting unit and the carrying value of the reporting unit. The ASU also clarifies the treatment of the income tax effect of tax deductible goodwill when measuring goodwill impairment loss. ASU 2017-04 will be effective for the Company for the year ending December 31, 2022. ASU 2017-04 must be applied prospectively with early adoption permitted. The Company is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

Reclassifications

Certain comparative figures have been reclassified to conform to the current year financial statement presentation.

NOTE C – Property & Equipment

Major classes of property and equipment consisted of the following at December 31:

	2018	2017	2016
Software	$ 472,782	$ 426,338	$ 383,118
Tools and equipment	9,256	5,963	-
Furniture and office equipment	614,695	575,548	486,969
Leasehold improvement	179,484	109,326	98,570
Vehicles	97,462	78,863	29,363
	1,373,679	1,196,038	998,020
Less: Accumulated depreciation	(968,060)	(888,946)	(767,553)
Property and equipment (net)	$ 405,619	$ 307,092	$ 230,467

NOTE D – Notes Receivable

Notes receivable are primarily due from various franchisees and features interest rates of 0% - 7.5% annually. Substantially all of these notes are collateralized by the borrowers' franchise agreements and are personally guaranteed by the franchisees. Notes receivable are written off when deemed uncollectible. Recoveries of notes receivable previously written off are recorded when received. The allowance for doubtful accounts for notes receivable was $33,722, $23,646 and $14,538 at December 31, 2018, 2017 and 2016, respectively.

NOTE E – Intangible Assets and Goodwill

As a result of the business combinations occurring on September 30, 2008, January 30, 2009, October 1, 2012, and February 28, 2017, goodwill and intangible assets, consisting of non-compete, franchisee agreements and indefinite intangibles were purchased. For amortizable intangible assets, useful lives range from five to seven years, and amortization expense totaled $25,007, $20,621 and $6,000 for the years ended December 31, 2018, 2017 and 2016, respectively. Accumulated amortization totaled $458,018, $433,012 and $412,391 at December 31, 2018, 2017 and 2016, respectively.

Estimated amortization expense for the future years ending December 31 are as follows:

2019	$ 24,429
2020	19,429
2021	18,429
2022	18,429
2023 and thereafter	36,657
	$ 117,373

NOTE F – Line-of-Credit

The Company has a $750,000 line-of-credit payable on demand with interest charged at a rate of 5.09% as of December 31, 2018. The line is collateralized by all of the Company's assets, guaranteed by one of the Company's shareholders and subject to renewal annually. Outstanding balance on the line-of-credit as of December 31, 2018, 2017 and 2016 was $-0-, $100,000, and $-0-, respectively.

NOTE G – Capital Stock

The company has 20,000 authorized shares of common stock, 11,205 of which are issued and outstanding at $0.01 par value common stock.

NOTE H – Employment Benefits

The Company has a salary deferral plan under Section 401(k) of the Internal Revenue Code. The plan allows eligible employees to defer a portion of their compensation ranging from 1% to 15%. Such deferrals accumulate on a tax-deferred basis until the employee withdraws the funds. The Company, at its option, may match a portion of the employees' contribution. The Company made contributions of $166,725, $121,729 and $35,515 to the plan during 2018, 2017 and 2016, respectively.

NOTE I – Lease Commitments

The Company leases office space and equipment under operating leases. The leases are for initial periods of four to ten years. Total rent under all operating leases was $282,295, $272,800 and $172,816 for years ended 2018, 2017 and 2016, respectively.

Estimated future minimum lease payments under long-term operating leases for years ending December 31 are as follows:

2019	$ 309,351
2020	115,749
2021	119,221
2022	122,798
2023 and thereafter	623,117
	$ 1,290,236

NOTE J – Long-Term Debt

Long-term debt consists of the following at December 31:

	2018	2017	2016
Note payable to SunTrust bank, at 5%, payable in monthly installments of principal and interest of $6,406 through October of 2017. Note is collateralized by the Company's assets.	$ -	$ -	$ 57,233
Note payable to SunTrust bank, at with 71 consecutive monthly installments of principal of $29,166.67 and accrued interest equal to the Index plus 2.75% through February 28, 2023. Note is collateralized by the Company's assets.	-	1,808,283	-
Notes payable to Sellers as part of the business acquisition: (i) Sixty monthly payments of principle and interest in the amount of $7,076.71, with a commencement date of April 1, 2017 and annual interest rate of 5% (ii) Ten monthly payments of $6,000 with a commencement date of April 1, 2017 an no annual interest.	254,247	330,537	-
Note payable to Sellers as part of the minority interest acquisiton, bearing 0% interest and payable in full on June 30, 2020.	100,000		
Total long-term debt	354,247	2,138,820	57,233
Less: current maturities of long-term debt	(84,921)	(426,290)	(57,233)
Total long-term debt, net of current portion	$ 269,326	$ 1,712,530	$ -

NOTE J - Long-Term Debt (Concluded)

Estimated maturities of the above long-term debt for succeeding years ending December 31 are as follows:

	Amount
2019	$ 84,921
2020	184,921
2021	84,406
2022	-
2023 and thereafter	-
	$ 354,247

NOTE K – Business Combinations

Archadeck and Renew Crew of Charlotte - Franchisee

On February 28, 2017, Outdoor Living Brands Field Operations, Inc. ("OLBFO"), a subsidiary of Outdoor Living Brands, Inc., acquired 100% of the controlling interest of Kent's Backyard Vision, Inc. ("KBV") and 100% of Kent's Construction, LLC ("KCLLC" and collectively "Kent's Operations"). KBV, doing business as Archadeck of Charlotte and Renew Crew of Charlotte operated franchise locations of Archadeck Franchising Corporation and Renew Franchising Corporation respectively. Archadeck of Charlotte focuses on the design and construction of decks, porches, screened rooms, sunrooms and other custom outdoor living space projects in Charlotte and the surrounding areas. Renew Crew of Charlotte provides exterior surface cleaning and protection services in Charlotte and the surrounding areas. KCLLC, doing business as Value Remodelers, is a remodeling firm specializing in high-quality renovations of bathrooms. OLBFO acquired Kent's Operations for the purposes of operating a company owned location as well as creating a development and training center to serve as a test market for new franchise products and services and training future franchisee operators.

In accordance with the asset purchase agreement, OLBFO purchased current assets including cash, accounts receivable and inventory of $1,277,090 and includes $591,287 of accounts receivable of which $12,750 is expected to be uncollectible; $1,104,866 of work-in-progress assets for construction projects under construction; fixed assets of $54,000; certain contracts including franchise and employment agreements of $104,675 and goodwill of $2,117,969. Additionally, liabilities assumed included normal course accounts payable and accrued expenses of $381,511 and customer deposit liabilities of $1,908,240 associated with construction projects under contract. The assets were purchased using a combination of consideration including: cash, notes payable, contingent considerations, and issuance of shares of common stock from Outdoor Living Brands, Inc. The purchase agreement between OLBFO, KBV and KCLLC consisted of a contingent consideration arrangements related to earnout payments. Earnout payments are contingent on the performance of the assets purchased by OLBFO from Kent's Operations in three calendar year ends following the acquisition date. If the performance goals are achieved, the additional consideration would increase the purchase price by $50,000, $75,000 and $100,000 at year end 2017, 2018 and 2019, respectively. The earnout payments are tied to achieving specific gross margin and net promoter score metrics each year. As of December 31, 2018, contingent liability balance is $100,000. If earned, the remaining balance will be paid at year end 2019. Acquisition consideration included 279 common shares issued at $268.22 per share. The value was based on a recent share repurchase transaction. There were litigation and claims against Kent's Operations of an insignificant amount at the date of acquisition.

NOTE K – Business Combinations (Concluded)

Outdoor Lighting Perspective of Charlotte - Franchisee

On February 28, 2017, Outdoor Living Brands Field Operations, Inc. ("OLBFO"), a subsidiary of Outdoor Living Brands, Inc., acquired 100% of the controlling interest of KHD Lighting, Inc. ("KHD"). KHD, doing business as Outdoor Lighting Perspectives of Charlotte, a franchisee of the Outdoor Lighting Perspectives Franchising, Inc., focuses on the design, installation, and maintenance of outdoor lighting in Charlotte and the surrounding areas. OLBFO acquired KHD as part of its strategy of creating a development and training center.

In accordance with the asset purchase agreement, OLBFO purchased assets including inventory of $7,716, fixed assets of $14,500, a franchise agreement of $39,500 and goodwill of $273,284. Assets acquired from the business combination exclude KHD's accounts receivable and cash. The assets were purchased using a combination of consideration including: cash, notes payable and contingent considerations. The contingent consideration arrangement between OLBFO and KHD requires OLBFO to pay KHD an amount based on incremental sales achieved in 2017 over 2016 results. No such payment was earned/paid during 2018.

Goodwill

The goodwill arising from the acquisition consists largely of the value of the brand recognition in Charlotte after more than 20 years of operations as well as economies of scale expected from combining the operations of OLBFO, KBV, KCLLC, and KHD. Total goodwill generated from business combinations on February 28, 2017 was $2,391,253.

The goodwill recognized is expected to be deductible for income tax purposes over fifteen years.

NOTE L – Majority Owned Subsidiary

Conserva Irrigation Franchising, LLC ("CIF") is a majority controlled subsidiary of the Company, newly formed on March 9, 2017. On March 22, 2017, the Company contributed $100,000 to CIF in exchange of 60,000 units of membership interest, representing 60% ownership interest. The units of membership interest are not registered under the Securities Act of 1933, or under the respective state laws, but were sold under such laws.

Conserva Consulting Corporation, LLC, an unaffiliated party owns a non-controlling interest of 40% in CIF. On March 22, 2017, Conserva Consulting Corporation, LLC contributed $50,000 in exchange of 40,000 units of membership interest.

In December 2018, the Company purchased 40,000 units of membership interest from Conserva Consulting Corporation, LLC in a transaction that included cash and a seller note for $1,116,548. After the purchase the Company now owns 100% interest in CIF.

NOTE M – Related Parties

Outdoor Living Brands Field Operations, LLC leases office space from MECC, LLC, a related party and entity under common ownership. Terms of the lease involve a commencement date of September 1, 2017 and shall end August 31, 2027. The first two months after commencement are abated, with monthly lease payments of $9,002 for 12 months thereafter. A 3% increase of annual rent payable will be enforced on the one year lease anniversary. For year ended December 31, 2018, total rent payment was $109,104.

NOTE N – Summary of Franchised Outlets

The following is a summary of changes in the number of outlets during 2018, 2017 and 2016:

	2018	2017	2016
Franchised outlets			
In operation - beginning of the year	389	345	318
New franchises sold during the year	59	64	45
Ceased operations/sold to franchisor during the year	-240	-20	-18
In operation - end of the year	208	389	345
Company-owned outlets			
In operation, beginning of year	16	4	4
Purchased/started by franchisor during the year	-	12	-
Sold to franchisee during the year	-4	-	-
In operation - end of the year	12	16	4

NOTE O – Revenue and Costs from Company-Owned and Franchised Outlets

The following is a summary of revenue and costs from company-owned and franchised outlets for years ended December 31, 2018, 2017 and 2016:

	2018	2017	2016
Franchised outlets			
Revenue	$ 24,986,150	$ 20,958,358	$ 15,340,860
Costs and expenses	22,962,816	19,362,154	13,280,126
Net income	$ 2,023,334	$ 1,596,204	$ 2,060,734
Company-owned outlets			
Revenue	$ 11,518,386	$ 9,956,233	$ -
Costs and expenses	11,167,264	9,257,348	-
Net income	$ 351,122	$ 698,885	$ -

NOTE P – Discontinued Operations

In December 2018, the Company sold its Mosquito Squad operations under the terms of a Stock Purchase Agreement executed in November 2018. Mosquito Squad was not previously classified as held-for-sale or as a discontinued operation. The comparative consolidated Statements of Operations have been restated to show the discontinued operation separately from continuing operations.

The results of the discontinued operations included revenues of $11,013,582, $9,935,942 and $7,883,984 in 2018, 2017 and 2016 respectively. Expenses associated with these operations including direct field support, national advertising fund, cost of product sales, franchise recruiting and depreciation expenses as well as shared technology, marketing, corporate overheads were $8,653,181, $7,555,197 and $6,294,435 in 2018, 2017 and 2016 respectively. Additionally, in December of 2018 the sale of Mosquito Squad Stock was completed which resulted in a year end operating profit plus gain on sale of $41,130,011 for all of 2018. The gain on sale included the amount paid for the purchase of the stock at closing, including certain accruals, less seller expenses, retirement of debt, certain escrowed amounts, and the disposition of assets including, accounts receivable net of allowance for bad debt, prepaid expenses, notes receivable, fixed assets net of accumulated depreciation and goodwill. Operating profit of discontinued operations was $2,360,401, $2,384,630 and $1,593,193 in 2018, 2017 and 2016 respectively. Additionally, depreciation expense associated with Mosquito Squad was $3,761, $3,885 and $3,644 in 2018, 2017 and 2016 respectively. Capital expenditures for Mosquito Squad assets were $0, $18,220 and $0 in 2018, 2017 and 2016 respectively.

NOTE Q – Subsequent Events

Management considered subsequent events occurring between January 1, 2019, and the issuance of the financial statements on March 29, 2019, and has not identified any events necessitating disclosure.

EXHIBIT B

RENEW CREW FRANCHISING CORPORATION
SAMPLE FORM OF FRANCHISE AGREEMENT

RENEW CREW FRANCHISING CORPORATION

FRANCHISE LICENSE AGREEMENT

Franchise #:_____

Franchisee:_____

Date:_____

Territory:_____

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ATTACHMENTS:

A. Territory
B. Guaranty and Assumption of Franchisee's Obligations
C. Statement of Ownership
D. Electronic Payment Authorization
E. Collateral Assignment of Telephone Numbers, Telephone Listings and Internet Addresses
F. Sample Release Agreement
G. Successor Addendum

FRANCHISE LICENSE AGREEMENT

THIS FRANCHISE LICENSE AGREEMENT ("**Agreement**") is made this _____ day of _____ 20_____, by and between **RENEW CREW FRANCHISING CORPORATION**, a Delaware corporation, located at 2924 Emerywood Parkway, Suite 101, Richmond, Virginia 23294 ("**Franchisor**") and _____, located at _____ ("**Franchisee**").

RECITALS

WHEREAS, Franchisor and its predecessor and affiliates have developed a comprehensive system for the operation of a business providing a full offering of cleaning, restoration and protection services for exterior surfaces, made of a wide variety of natural and manufactured materials, including decking, fencing, siding, walkways, patios, hardscapes, driveways, windows, roofing and gutters for both residential and commercial use ("**Exterior Cleaning and Protection Business**").

WHEREAS, Exterior Cleaning and Protection Businesses are operated under a business format per a unique system, including valuable know-how, information, Trade Secrets, Confidential Information, methods, Manual, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development.

WHEREAS, the distinguishing characteristics of the System include the trademark "**RENEW CREW**" and other trademarks and trade names, confidential operating procedures, confidential Manual, standards and specifications for equipment, services and products, method of Internet usage, methods of service, management and marketing programs and sales techniques and strategies. All of these distinguishing characteristics may be changed, improved, and further developed by Franchisor from time to time. They are Franchisor's Confidential Information and Trade Secrets and are designated by and identified with the Marks described in this Agreement.

WHEREAS, Franchisor's affiliate, Outdoor Living Brands Intellectual Property Corporation (formerly known as Outdoor Lighting Perspective Technology Corp.) ("**OLBIPC**") is the owner of certain trademarks and service marks associated with or related to the System, and which represent the System's high standards of quality, service and customer satisfaction, and OLBIPC has granted to Franchisor the right to use and sublicense others to use those trademarks and service marks.

WHEREAS, Franchisee acknowledges the benefits to be derived from being identified with the System, and also recognizes the value of the Marks and the continued uniformity of image to Franchisee, Franchisor, and other franchisees of Franchisor.

WHEREAS, Franchisee acknowledges the importance to the System of Franchisor's high and uniform standards of quality, service and customer satisfaction, and further recognizes the necessity of opening and operating an Exterior Cleaning and Protection Business in conformity with the System, whether such Exterior Cleaning and Protection Business is located in Franchisee's home or an outside leased or owned location.

WHEREAS, Franchisee recognizes that in order to enhance the value of the System and goodwill associated with it, this Agreement places detailed obligations on Franchisee, including strict adherence to Franchisor's reasonable present and future requirements regarding the types of products sold, services offered, advertising used, operational techniques, marketing and sales strategies and related matters.

WHEREAS, Franchisee is aware of the foregoing and is desirous of obtaining the right and obligation to use the System and in association therewith, the right and obligation to use the Marks, and wishes to be assisted, trained, and franchised to operate a Business pursuant to the provisions and within the Territory specified in this Agreement, subject to the terms and conditions contained in this Agreement.

The parties therefore agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following are hereby defined:

(a) "**Agreement**" - means this agreement, attachments, addenda and all instruments in amendment hereof.

(b) "**Affiliate**" - means any person or entity that controls, is controlled by, or is in common control with, Franchisor.

(c) "**Business**" or "**Exterior Cleaning and Protection Business**" - means the business operations conducted or to be conducted by Franchisee consisting of a business offering cleaning, restoration and protection services for exterior surfaces made of a wide variety of natural and manufactured materials, including decking, fencing, siding, walkways, patios, hardscapes, driveways, windows, roofing and gutters for both residential and commercial use.

(d) "**Confidential Information**" - means all knowledge, know-how, standards, formulas, methods and procedures related to the establishment and operation of the Business and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Business and use of the System including, without limitation, all databases (whether in print, electronic or other form), all names, addresses, phone numbers, e-mail addresses, customer purchase records, mail lists, manuals, promotional and marketing materials, marketing strategies and any other data and information which Franchisor or its Affiliates designates as confidential, including without limitation all information contained in Franchisor's Manual, which may be provided as one or more separate manuals, written instructional guides, CD Rom, electronic formats, via the Franchisor's intranet system, or other communications from Franchisor or its affiliates, which Franchisor has the right to periodically change or supplement.

(e) "**Franchisor's System**" or "**System**" - means the standards, systems, concepts, identifications, methods, and procedures developed or used by Franchisor or by others in the RENEW CREW System, or which may hereafter be developed or used by Franchisor or by others in the RENEW CREW System, for the sales and marketing of Franchisor's Services and Products.

(f) "**Franchise**" - shall mean the business operations conducted or to be conducted using Franchisor's System and in association with the Marks.

(g) "**Gross Revenues**" - means the total of all receipts derived from all sales of products and services at Franchisee's Exterior Cleaning and Protection Business, labor, insurance claims for lost profits to the extent a claim is paid by the insurer, and all other products and services sold or performed by or for Franchisee or Franchisee's Exterior Cleaning and Protection Business or by means of the business conducted under this Agreement, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property or other means of exchange. Gross Revenues do not include:

(i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by Franchisee to the appropriate governmental authority; and

(ii) all customer refunds, valid discounts and coupons, and credits made by the Exterior Cleaning and Protection Business (exclusions will not include any reductions for credit card user fees, returned checks or reserves for bad credit or doubtful accounts).

Gross Revenues shall be deemed received by Franchisee at the time the Services or Products from which they were derived, are delivered or rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer's personal check) actually has been received by Franchisee. Gross Revenues consisting of property or services shall be valued at the retail prices applicable and in effect at the time that they are received.

(h) "**Lease**" - means any agreement (whether oral or written) under which the right to occupy a Storage Facility has been obtained, and any amendment made thereto from time to time, including without limitation, any offer to lease, license or lease agreement.

(i) "**Manual**"- has the meaning described in Section 7.3(d) below.

(j) "**Marks**" - shall mean the trademark "**RENEW CREW**" together with such other trade names, trademarks, symbols, logos, distinctive names, service marks, certification marks, logo designs, insignia or otherwise which Franchisor owns or licenses and which Franchisor may designate from time to time as part of the System for use by Franchisees, and not thereafter withdrawn.

(k) "**Products**" - means all supplies, materials and equipment sold, prepared or otherwise dealt with in connection with the Business and associated with the Marks.

(l) "**Services**" - means the cleaning, restoration and preservation services for exterior surfaces, made of a wide variety of natural and manufactured materials, including decking, fencing, siding, walkways, patios, hardscapes, driveways, windows, roofing and gutters for both residential and commercial use conducted or otherwise dealt with in connection with the Business.

(m) **"Storage Facility" –** means the warehouse or other approved location in which Franchisee stores all Products, including equipment and inventory sold by Franchisee as part of the Exterior Cleaning and Protection Business.

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

1. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF FRANCHISEE

Franchisee covenants, represents and warrants as follows and acknowledges that Franchisor is relying upon such covenants, representations and warranties in making its decision to enter into this Agreement.

1.1 Franchisee acknowledges that it has received, has had ample time to read, and has read this Agreement and the corresponding Franchise Disclosure Document, and all related agreements with Franchisor. Franchisee acknowledges that Franchisor has advised him to obtain independent legal and accounting advice with respect to this Agreement and the transactions arising out of this Agreement. Franchisee further acknowledges that it has had an adequate opportunity to be advised by legal, accounting and other professional advisors of its own choosing regarding all pertinent aspects of the Business, Franchisor and this Agreement.

1.2 Franchisee has, or has made firm arrangements to acquire funds to commence, open and operate the Business and it is financially and otherwise able to accept the risks attendant upon entering into this Agreement.

1.3 All statements made by Franchisee in writing in connection with its application for this franchise were, to the best of its knowledge, true when made and continue to be true as of the date of this Agreement.

1.4 There are no material financial obligations of Franchisee whether actual or contingent which are outstanding as of the date of this Agreement other than those disclosed to Franchisor by Franchisee in writing.

1.5 Franchisee is not a party to or subject to any court or administrative order or action of any governmental authority which would limit or interfere in any way with the performance by Franchisee of its obligation hereunder.

1.6 Franchisee is not a party to any litigation or legal proceedings other than those which have been disclosed to Franchisor by Franchisee in writing.

1.7 Franchisee represents that it is not a party to or subject to agreements that might conflict with the terms of this Agreement and agrees not to enter into any conflicting agreements during the Initial Term or any Interim Period.

1.8 Franchisee agrees and acknowledges that it has not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, conditions, covenants, promises or inducements, whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral thereto, made by Franchisor, its officers, directors, agents, employees or contractors except as provided herein. Franchisee acknowledges that the Franchise has been granted in reliance upon the information supplied to Franchisor in Franchisee's application for a Franchise.

1.9 Franchisee and its owners agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee and its owners certify, represent, and warrant that none of their property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its owners are not otherwise in violation of any of the Anti-Terrorism Laws.

(a) Franchisee and its owners certify that none of them, their respective employees, or anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (which can be accessed at *http://www.treasury.gov/offices/enforcement/ofac/legal/eo/13224.pdf*). Franchisee agrees not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex.

(b) Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee, its owners, their employees, or anyone associated with Franchisee to be listed in the Annex to Executive Order 13224.

(c) Franchisee is solely responsible for ascertaining what actions it must take to comply with the Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that its indemnification responsibilities set forth in this Agreement pertain to its obligations under this Section 1.9.

(d) Any misrepresentation under this Section or any violation of the Anti-Terrorism Laws by Franchisee, its owners, agents, its employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered with Franchisor or any of Franchisor's affiliates.

(e) "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control and any government agency outside the U.S.) addressing or in any way relating to terrorist acts and/or acts of war.

2. GRANT OF LICENSE

2.1 Subject to all the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee accepts, for the Initial Term of this Agreement the right, obligation and license ("**License**") to:

(a) Operate a Business upon the terms and conditions of this Agreement in one territory described in **Attachment A** ("**Territory**");

(b) Use the Marks and the System; and

(c) Offer and market ONLY Franchisor's approved Services and Products, unless Franchisor approves in writing (such approval to be in Franchisor's sole and absolute discretion) Franchisee's request to offer and market complementary and non-competing services or products.

2.2 The License does not include the right to sell products to any vendor who would in turn sell to consumers.

2.3 Franchisee recognizes that variations and additions to the System may be required from time to time in order to preserve and/or enhance the System. Therefore, Franchisor expressly reserves the right to add to, subtract from, revise, modify or change from time to time the System or any part thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and to make such reasonable expenditures as may be necessary to comply pursuant to Section 8.

2.4 Franchisee recognizes that the rights that are granted to Franchisee are for the specific Territory, defined in Section 4.1 and no other, and cannot be transferred to an alternate Territory, without the prior written approval of Franchisor, which approval may be granted or withheld in Franchisor's sole discretion.

3. TERM OF THE AGREEMENT AND LICENSE

3.1 This Agreement and the License granted shall continue for a period of seven years ("**Initial Term**"). This Initial Term shall begin on the date this Agreement is executed by Franchisor, subject, however, to termination in accordance with the provisions of this Agreement. When the Initial Term expires Franchisee shall have the option to extend its rights to operate the Exterior Cleaning and Protection Business for one additional term ("**Successor Term**") equal to the length of Franchisor's then-current initial term as described in its then-current RENEW CREW franchise agreement (although the Successor Term will be no less than five years), provided Franchisor determines in its sole and absolute discretion that Franchisee has met all of the following requirements:

(a) Franchisee has not failed to remedy any breach of this Agreement specified by Franchisor in a written notice to Franchisee as per Sections 17.1 or 17.2;

(b) Franchisee has not committed and received notice of two or more breaches of this Agreement in the 24 months prior to the end of the current Initial Term, even if such breaches were timely remedied;

(c) Franchisee has met the Minimum Annual Sales Quota every year during the Initial Term;

(d) Franchisee has given Franchisor a written notice of intent to extend its rights to operate the Exterior Cleaning and Protection Business no less than six months or more than nine months prior to expiration of the Initial Term;

(e) Franchisee is current in payment obligations to Franchisor or to Franchisee's trade creditors;

(f) Franchisee has met Franchisor's then-current qualifications for new or renewing RENEW CREW franchisees;

(g) Franchisee executes a successor franchise agreement ("**Successor Franchise Agreement**") and all other agreements in the form then being used by Franchisor in granting new franchises, which may contain materially different terms and conditions than this Agreement, provided that Franchisee will pay Franchisor the Successor Franchise Fee (defined below) instead of the Initial Franchise Fee and the Successor Term will be no less than five years, as described above.

(h) Franchisee pays Franchisor the successor franchise fee equal to the greater of $2,500 or 10% of the then existing Initial Franchise Fee as described in the Franchisors then existing Franchise Agreement ("**Successor Franchise Fee**"), which is due and payable to Franchisor at the time of signing the Successor Franchise Agreement;

(i) Franchisee executes a general release of all claims Franchisee may have against Franchisor, its officers, directors, members, shareholders, agents, Affiliates, and employees,

whether in their corporate and/or individual capacities. This release shall include all claims arising under any federal, state, or local law, rule, or ordinance arising out of or concerning this Agreement (to the fullest extent permitted by law) and shall be in a form satisfactory to Franchisor;

(j) Franchisee has upgraded the computer system and vehicle used in operations of the Business to Franchisor's then-current standards;

(k) Franchisee has provided Franchisor with proof of current licenses, insurance and any necessary permits; and

(l) Franchisee has met any other conditions that Franchisor reasonably requires.

3.2 Franchisee's failure to give timely notice of Franchisee's intention to extend its rights to operate the Exterior Cleaning and Protection Business, as described in Section 3.1(d) shall be deemed an election not to extend Franchisee's rights to operate the Exterior Cleaning and Protection Business. IN FRANCHISOR'S SOLE DETERMINATION, FRANCHISEE MAY BE DEEMED TO HAVE IRREVOCABLY DECLINED TO EXTEND FRANCHISEE'S RIGHTS TO OPERATE THE EXTERIOR CLEANING AND PROTECTION BUSINESS (AND ITS OPTION SHALL THEREUPON TERMINATE) IF IT FAILS TO EXECUTE AND RETURN TO FRANCHISOR THE SUCCESSOR FRANCHISE AGREEMENT AND OTHER DOCUMENTS REQUIRED BY FRANCHISOR WITHIN 30 DAYS AFTER THEIR DELIVERY TO FRANCHISEE, OR FAILS TO COMPLY IN ANY OTHER WAY WITH THE PROVISIONS OF THIS SECTION 3.

3.3 If Franchisee does not sign a Successor Franchise Agreement prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the option of Franchisor, this Agreement may be treated either as (i) expired as of the date of expiration with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

4. TERRITORY

4.1 During the Initial Term and any Interim Period and for so long as Franchisee is in compliance with all of its obligations hereunder, except as otherwise provided in this Agreement, and subject to Franchisor's reservation of rights as set forth in Section 4.2 and as provided in Section 4.6, neither Franchisor nor any Affiliate will establish or license another person or entity to establish an Exterior Cleaning and Protection Business using the Marks licensed to Franchisee within the Territory encompassed by the boundaries and with the population base set forth in **Attachment A**, attached hereto and incorporated herein by reference. Except as otherwise specifically provided in this Agreement, this Agreement does not restrict Franchisor or its Affiliates and does not grant rights to Franchisee to pursue any of Franchisor's or its Affiliates other business concepts other than the Exterior Cleaning and Protection Business.

4.2 Franchisee acknowledges that Franchise granted hereunder is non-exclusive and that Franchisor and its Affiliates retain the exclusive right, among others:

(a) to use, and to license others to use, the Marks and System for the operation of Exterior Cleaning and Protection Businesses at any location other than in the Territory, regardless of proximity to the Territory;

(b) to use, license and franchise the use of trademarks or service marks other than the Marks, whether in alternative channels of distribution or at any location including the Territory, in association with operations that are the same as, similar to or different then Exterior Cleaning and Protection Business;

(c) to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution such as those described in 4.2(d), at any location including the Territory;

(d) to offer the Services or Products, or grant others the right to offer the Services or Products, whether using the Marks or other trademarks or service marks, through alternative channels of distribution, including without limitation, wholesalers, retail outlets or other distribution outlets (other than Exterior Cleaning and Protection Businesses), or by Internet commerce (e-commerce), mail order or otherwise, whether inside or outside the Territory;

(e) to any websites utilizing a domain name incorporating one or more of the words "**Renew,**" "**Crew**" or "**Wood**" or similar derivatives thereof. Franchisor retains the sole right to market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URL's, directory addresses, metatags, linking, advertising, and co-branding and other arrangements. Franchisee may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks or otherwise establish any presence on the Internet without Franchisor's prior written approval. Franchisor intends that any Franchisee website be accessed only through Franchisor's home page. Franchisee will provide Franchisor with content for Franchisor's Internet marketing, and will sign Internet and intranet usage agreements, if any. Franchisor retains the right to approve any linking or other use of its website; and

(f) to acquire businesses that are the same as or similar to the Exterior Cleaning and Protection Business and operate such businesses regardless of where such businesses are located, including inside the Territory and to be acquired by any third party which operates businesses that are the same as or similar to the Exterior Cleaning and Protection Business regardless of where such businesses are located, including inside the Territory.

4.3 Franchisee may be granted, at Franchisor's sole discretion, express permission to sell or service customers in an unsold territory adjacent to Franchisee's Territory ("**Adjacent Territory**"); provided that Franchisee agrees that when the Adjacent Territory is granted to another franchisee by Franchisor, Franchisee will, upon receipt of written notice from Franchisor, cease all its sales and service efforts within the Adjacent Territory and, within 10 days of such notice: (a) return to Franchisor all lists of customers and prospects within the Adjacent Territory; (b) assign all customer contracts within the Adjacent Territory to Franchisor or its designee; and (c) pay to Franchisor any amounts (or a pro rata portion of any amounts) paid by customers within the Adjacent Territory for Services Franchisee has not yet performed. For example, if a customer pre-paid for services and Franchisee had performed half of the services, Franchisee must pay to Franchisor 50% of the amount the customer paid Franchisee. Franchisee shall report Gross Revenues from sales in an Adjacent Territory on a separate reporting form.

4.4 Notwithstanding Franchisor's exclusive right to sell Products and Services on the Internet in accordance with Section 4.2(d), if Franchisor sells Products or Services that Franchisee is required to sell and provide pursuant to this Agreement using the Marks to a customer located in Franchisee's Territory, Franchisor or its supplier or distributor, in Franchisor's sole discretion, may provide Franchisee with a credit against future National Branding & Marketing Fees due to Franchisor in an amount to be determined by Franchisor, in its sole discretion.

4.5 Under this Agreement, a "Standard Territory" is a Territory with 400,000 people or more residing in a designated geographical location and a "Micro Market Territory" is a Territory with less than 400,000 people residing in a designated geographical location. Any reference to Territory in this Agreement refers to both a Standard Territory and a Micro Market Territory. The population limits of each Territory are referred to as the "Population Limits." Franchisor will use the most recent population information available in the U.S. Census Data, or other population statistical sources of Franchisor's choosing to determine populations. Franchisor reserves the right to change, modify, or delete the Population Limit in its sole discretion. Franchisee acknowledges and agrees that once the Territory has been established, it will not be changed regardless of any increase or decrease of the population in the Territory.

4.6 In order to maintain the Territory, during each full calendar year following the Operational Start Date, Franchisee must attain a certain amount of Gross Revenues (the "Minimum Annual Sales Quota") as follows by Territory:

Year	STANDARD TERRITORY Annual Gross Revenues	MICRO MARKET TERRITORY Annual Gross Revenues
Second and Third Full Calendar Year	$150,000	$50,000
Fourth Full Calendar Year through the Balance of the Initial Term and any Interim Period	$250,000	$100,000

There is no Minimum Annual Sales Quota for the first full calendar year following the Operational Start Date. Franchisee's failure to satisfy the Minimum Annual Sales Quota may result in the reduction or elimination of Franchisee's Territory or the termination of this Agreement, in Franchisor's sole discretion. **THIS MINIMUM ANNUAL SALES QUOTA IS IN NO WAY INTENDED TO IMPLY THAT FRANCHISEE WILL EXPERIENCE GROSS REVENUES OF ANY PARTICULAR LEVEL.**

If Franchisee signs a Successor Franchise Agreement, Franchisee will be required to attain the Minimum Annual Sales Quota set forth therein. As of the date of this Agreement, Franchisor anticipates that the Minimum Annual Sales Quota under a Successor Franchise Agreement will be the highest Minimum Annual Sales Quota under its then-current form franchise agreement for new franchisees. Franchisor has the right, however, to vary the Minimum Annual Sales Quota and how it is determined in any Successor Franchise Agreement Franchisee may sign.

5. FEES

5.1 Franchisee shall pay the sum described on Attachment A plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring initial franchise fee ("**Initial Franchise Fee**") to Franchisor upon the execution of this Agreement. The Initial Franchise Fee shall be paid by means of cashier's check, money order or wire transfer. The Initial Franchise Fee shall be deemed to have been fully earned by Franchisor when paid. The Initial Franchise Fee is non-refundable once paid except as provided for in Section 5.2.

5.2 The Initial Franchise Fee will be non-refundable unless Franchisor terminates the Agreement because Franchisee failed, after diligent pursuit using all commercially reasonable efforts as determined in Franchisor's sole discretion, to obtain the applicable permits and licenses required by the state and local government applicable to its Territory within 6 months. Franchisor shall notify Franchisee in writing that it is exercising its right to terminate the Agreement pursuant to this Section 5.2, in which case 50% of the Initial Franchise Fee shall be refunded to Franchisee within 30 days of Franchisor's notice of termination to Franchisee.

5.3 For a period of twenty-four (24) months beginning on the Operational Start Date (as defined in Attachment A), Franchisee shall pay to Franchisor a monthly branding royalty fee ("**Monthly Branding Royalty**") equal to 7.0% of Gross Revenues. Beginning on the 24-month anniversary of the Operational Start Date, the Monthly Branding Royalty payable to Franchisor will be the greater of: (a) 7.0% of Gross Revenues; or (b) a minimum monthly branding royalty of $1,000 per month for a Standard Territory or $700 per month for a Micro Market Territory ("**Minimum Monthly Branding Royalty**").

5.4 The Monthly Branding Royalty shall be payable to Franchisor on or before the 10th day of each month and shall be payable through the entire Initial Term of this Agreement and any Interim Period. If Franchisee signs a Successor Franchise Agreement, Franchisee will be required to pay the Monthly Branding Royalty set forth therein. Franchisor has the right to vary the Monthly Branding Royalty and how it is determined in any Successor Franchise Agreement Franchisee may sign. Franchisee shall pay the Monthly Branding Royalty monthly or in such other frequency as Franchisor may in its sole discretion require upon written notice to Franchisee by Franchisor. Franchisee shall not subordinate to any other obligation its obligation to pay the Monthly Branding Royalty or any other fee or charge hereunder. Each Monthly Branding Royalty payment will be accompanied by a report as set forth in Section 5.4(a).

(a) Each Monthly Branding Royalty payment shall be, without exception, accompanied by a statement of the previous month's Gross Revenues on a form approved and provided to Franchisee by Franchisor. Each failure to include a fully completed statement of the previous month's Gross Revenues with the Monthly Branding Royalty payable to Franchisor when due shall constitute a material breach of this Agreement.

(b) Franchisor reserves the right to require Franchisee to remit fees and other amounts due to Franchisor hereunder via electronic funds transfer ("EFT") or other similar means utilizing a Franchisor approved computer system or otherwise. The EFT Authorization is attached to the Franchise Agreement as Attachment D. If Franchisor notifies Franchisee to use such payment method, Franchisee agrees to comply with procedures specified by Franchisor and/or perform such acts and deliver and execute such documents, including authorization for direct debits from Franchisee's business bank operating account, as may be necessary to assist in or accomplish payment by such method. Under this procedure Franchisee shall authorize Franchisor to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to Franchisor and any interest charged due thereon. Franchisee shall make funds available to Franchisor for withdrawal by electronic transfer no later than the due date for payment therefor. If there are insufficient funds in Franchisee's account to collect amounts due by a transfer of funds on the due date, or if a withdrawal is otherwise rejected for any reason, Franchisee must pay Franchisor any fees and expenses Franchisor incurs, as well as Franchisor's then-current service charge to compensate Franchisor for its increased administrative and management costs in connection with such failed withdrawal.

If Franchisee has not timely reported the Gross Revenues to Franchisor for any reporting period, then Franchisor shall be authorized, at Franchisor's option, to debit Franchisee's

account in an amount equal to the Monthly Branding Royalty and the National Branding & Marketing Fee.

6. ACCOUNTING, RECORDS, AUDITS AND LATE PAYMENT CHARGES

6.1 Franchisee shall keep such complete records of its Business as a prudent and careful businessperson would normally keep. Franchisee must use the accounting system and the pre-formatted template required by Franchisor, if any. Franchisee shall keep its financial books and records as Franchisor may from time to time direct in the Manual or otherwise, including retention of all invoices, order forms, payroll records, cash register tapes, check records, bank deposit receipts, sales tax records, refunds, cash disbursements, journals and general ledgers. Franchisee shall advise Franchisor of the location of all original documents and shall not destroy any records without the written consent of Franchisor.

6.2 Franchisee shall prepare on a current basis, complete and accurate records concerning all financial, marketing and other operating aspects of the Business conducted under this Agreement. Franchisee shall maintain an accounting system which accurately reflects all operational aspects of the Business including uniform reports as may be required by Franchisor. Franchisee's records shall include tax returns, daily reports, statements of Gross Revenues (to be prepared each month for the preceding month), profit and loss statements (to be prepared at least monthly by Franchisee internally, and prepared at least annually by an independent Certified Public Accountant), and balance sheets (to be prepared at least annually by an independent Certified Public Accountant). On or before March 1 of each year, Franchisee shall provide Franchisor with a copy of the annual profit and loss statement and balance sheet prepared by the independent Certified Public Accountant from the prior calendar year.

6.3 Franchisee shall also submit to Franchisor current financial statements and other reports as Franchisor may reasonably request to evaluate or compile research and performance data on any operational aspect of the Business. Franchisee shall submit Individual Marketing expenses statements to Franchisor once each quarter. On or before April 15 of each year, Franchisee shall provide Franchisor with a copy of its federal tax return for the previous tax year.

6.4 The records required under this Section 6 pertain only to Franchisee's operation of the Business. Franchisor has no right to inspect, audit or copy the records of any unrelated business activity Franchisee may have. Franchisee shall keep the books and records of the Business separate from the records of any unrelated business activity or personal activity.

6.5 From the date Franchisee and Franchisor sign this Agreement until 3 years after the end of the Initial Term of this Agreement including any Interim Period, Franchisor or Franchisor's authorized agent shall have the right to request, receive, inspect and audit any of the records referred to above wherever they may be located. Franchisor agrees to do inspections and audits at reasonable times. Franchisee agrees to keep all records and reports for 6 years from the date such records are created. Should any inspection or audit disclose a deficiency in the payment of any Monthly Branding Royalty , National Branding & Marketing Fee (as defined in Section 11.5) or other amounts required to be paid under this Agreement, Franchisee shall immediately pay the deficiency to Franchisor, without prejudice to any other remedy of Franchisor under this Agreement. In addition, if the deficiency for any audit period discloses a deficiency in the amount of any Monthly Branding Royalty, National Branding & Marketing Fee or other amounts due by 2% or more, Franchisee will also immediately pay to Franchisor the entire cost of the inspection or audit including travel, lodging, meals, salaries and other expenses of the inspecting or auditing personnel. For the purposes of this Section 6.5, an audit period will be each fiscal year. Should the audit disclose an overpayment of any Monthly Branding Royalty, National Branding & Marketing Fees, or other amounts due, Franchisor shall credit the amount of the overpayment to Franchisee's payments of Monthly Branding Royalty, and National Branding & Marketing Fees next falling due.

6.6 To encourage prompt payment and to cover the costs and expenses involved in handling and processing late payments Franchisee shall also pay, upon demand, a late interest charge equal to the lesser of (i) 1.5% per month; or (ii) the highest legal rate permitted by applicable law, whichever is lower, on all payments due to Franchisor during the period of time said payments are due and unpaid. Each failure to pay Monthly Branding Royalty, National Branding & Marketing Fees, and other amounts payable to Franchisor when due shall constitute a material breach of this Agreement. Franchisee acknowledges that this Section 6.6 shall not constitute Franchisor's agreement to accept such payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the Exterior Cleaning and Protection Business. Further, Franchisee acknowledges that failure to pay all such amounts when due shall, notwithstanding the provisions of this Section 6.6, constitute grounds for termination of this Agreement, as provided in this Agreement.

6.7 Any report of Franchisor's auditor rendered from time to time pursuant to this Section 6, shall be final and binding upon all of the parties hereto.

6.8 Franchisee hereby authorizes Franchisor to make reasonable inquiries of Franchisee's bank, suppliers and trade creditors concerning the Business and hereby directs such persons and companies to provide to Franchisor such information and copies of documents pertaining to the Business as Franchisor may request.

6.9 Franchisee acknowledges and agrees that Franchisor owns all business records and databases, whether in print, electronic or other form, related to the Exterior Cleaning and Protection Business ("**Business Records**") including, without limitation, Customer Data (as defined in this Section 6.9 below) and all other Business Records Franchisee creates and maintains. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor has the right to access the Business Records, and to utilize, transfer, or analyze the Business Records as Franchisor determines to be in the best interest of the System, in its sole discretion. "**Customer Data**" means lists of all former, current or prospective customers and referral sources as well as all other data, information and materials Franchisor or Franchisee collect or receive from, or which relate to, these individuals, including, without limitation, their names, addresses, telephone numbers, e-mail addresses and customer purchase records. Franchisor has the right to contact Franchisee's former and current customers to ascertain their level of satisfaction. Franchisor hereby grants Franchisee a license to use the Business Records during the term of this Agreement. Franchisee may not use the Business Records for any purpose whatsoever other than in the normal conduct of the Exterior Cleaning and Protection Business, and may not sell, loan or give the Business Records, including, without limitation, Customer Data, to anyone without Franchisor's prior written permission. Further, Franchisor has the right to periodically establish other policies respecting Franchisee's use of the Business Records during the term of this Agreement. Upon termination or expiration of this Agreement, Franchisee must promptly deliver to Franchisor all Business Records in Franchisee's possession, including, without limitation, all Customer Data, without retaining any copies of the Business Records, including, without limitation, any hard or electronic copies.

6.10 To encourage prompt delivery of all Business Records, Certificates of Insurance, Gross Revenue statements and any other documentation or record that may be requested by Franchisor under this Agreement, Franchisee shall pay, upon demand, a late report fee in the amount of $100 per record or document requested if Franchisee fails to deliver such record or document when due.

6.11 If Franchisee remits the Monthly Branding Royalty or any other sums due to Franchisor under this Agreement with a check returned for non-sufficient funds more than one time in any calendar year, in addition to all other remedies which may be available, Franchisor shall have the right to require that Monthly Branding Royalty payments and any other sums due to Franchisor under this Agreement be

made by certified or cashier's checks. If Franchisee fails to remit the Monthly Branding Royalty or any other sums due to Franchisor under this Agreement by the due date 2 times during the Initial Term or any Interim Period, in addition to all other remedies which may be available, Franchisor reserves the right to require, in its sole discretion, that Franchisee remit the Monthly Branding Royalty or any other sums due to Franchisor under this Agreement weekly.

6.12 Franchisee agrees that, during the Initial Term, any Interim Period, and for 3 years after the expiration and termination of this Agreement, Franchisee shall supply to Franchisor Franchisee's home (or Business location, if other than Franchisee's home) address and telephone number.

7. GUIDANCE, COACHING AND ASSISTANCE

7.1 The Initial Franchise Fee and Monthly Branding Royalty are paid for the License, which includes the use of the Marks, the System and the use of Franchisor's Trade Secrets and Confidential Information provided pursuant to this Agreement and for certain services rendered by Franchisor.

7.2 Franchisor shall offer Franchisee initial and continuing guidance, coaching and assistance, as Franchisor deems necessary or advisable in furthering Franchisee's Business and the business of the System as a whole and in connection with protecting the Marks and goodwill of Franchisor. Failure by Franchisor to provide any particular guidance, coaching or assistance, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.

7.3 Currently, initial guidance, coaching and assistance provided by Franchisor prior to Franchisee opening the Business shall include:

(a) Designating the franchisee's Territory as stipulated in Section 4 and **Attachment A**.

(b) Furnishing Franchisee with specifications for all initial and replacement equipment, tools, vehicles, inventory and supplies required for the operation of Franchisee's Business as stipulated in Section 9.

(c) Providing Franchisee, or if Franchisee is an entity, a person designated to manage the Business ("**Designated Business Manager**") with an initial training program. The initial training program shall be for up to 8 business days at Franchisor's facilities in Richmond, Virginia. Training may include a discussion of the System, techniques, procedures, installation and methods of operation, advertising, sales techniques, promotional ideas, marketing plans, customer relations, instructions on quality standards, administrative practices and procedures, safety practices, accounting practices, and practical experience in the operation of a franchise. The initial training program will employ a combination of classroom training and training in the field, and Franchisee must successfully complete the initial training program within sixty (60) days after execution of this Agreement.

(d) Loaning Franchisee during the Initial Term (including any Interim Period) one copy of or providing electronic (internet) access to Franchisor's confidential operating manual ("**Manual**") containing mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by Franchisor as further stipulated in this Section 7, and containing information relative to other obligations of Franchisee hereunder. Any required specifications, standards and operating procedures exist to protect Franchisor's interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to Franchisee.

Franchisee shall operate the Business strictly in accordance with the required specifications and standards identified in the Manual. Failure to comply with the required standards set forth in the Manual shall constitute a material breach of this Agreement. Franchisor reserves the right to provide the Manual and updates to the Manual in electronic form or other form determined by Franchisor. Franchisor shall have the right to modify the Manual from time to time to reflect changes in authorized Products and Services, business image or the operation of the Business; provided, however, no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement. Some of the revisions to the Manual may include changes with respect to: (i) sales and marketing strategies; (ii) equipment and supplies; (iii) accounting and reporting systems and forms; (iv) insurance requirements; (v) operating procedures; (vi) required technology; (vii) Services; and (viii) Products.

(i) Franchisee covenants to accept, implement and adopt any such modifications at its own cost, except as provided in Section 8.5 of this Agreement. Franchisee shall keep its Manual with replacement pages and insertions as instructed by Franchisor.

(ii) Franchisee hereby acknowledges that the Manual is loaned to Franchisee and shall at all times remain the sole and exclusive property of Franchisor, and upon termination of this Agreement for any reason whatsoever, Franchisee shall forthwith return the Manual together with all copies of any portion of the Manual which Franchisee may have made, to Franchisor.

(e) Providing Franchisee with the arts graphics package suitable for letterhead, business cards and other start-up materials determined by Franchisor each at no charge. Letterhead, business cards and other start-up materials may be purchased at Franchisee's expense.

(f) At Franchisor's sole discretion, Franchisor may provide pre-opening and ongoing assistance during the first season of operations of Franchisee's Business.

7.4 Currently, the guidance, coaching and assistance provided by Franchisor to Franchisee after Franchisee opens the Business shall include:

(a) Make a representative reasonably available to speak with Franchisee on the telephone during normal business hours, as Franchisor determines is necessary, to discuss Franchisee's operational issues and support needs.

(b) Holding periodic conferences to discuss sales techniques, new Product or Service developments, bookkeeping, training, accounting, inventory control, performance standards, advertising programs, merchandising procedures and other topics. Franchisee must pay a conference fee, if any, and all its travel and living expenses to attend. These elective conferences are held at Franchisor's Richmond, Virginia, headquarters or at a location chosen by Franchisor.

(c) Franchisor may also hold a mandatory annual conference to discuss sales techniques, new Service and Product developments, operations, marketing strategies and tactics, training, bookkeeping, accounting, performance standards, advertising programs, merchandising procedures, or other topics. Franchisee must pay the conference fee, if any, which Franchisor may collect on a monthly basis or otherwise, and all personal travel and living expenses. These mandatory annual conferences are held at Franchisor's Richmond, Virginia, headquarters or at a location chosen by Franchisor.

(d) Informing Franchisee of mandatory specifications, standards and procedures for the operations of the Exterior Cleaning and Protection Business.

(e) Researching new Products, Services and methods, from time to time and in Franchisor's sole discretion, and providing Franchisee with information concerning developments of this research.

(f) Maintaining the National Branding & Marketing Fund and using these funds to develop promotional brand awareness and advertising programs for Exterior Cleaning and Protection Businesses.

(g) Providing advertising materials to Franchisee in the form of an arts graphics package included in the Manual and as further stipulated in Section 11.

(h) Franchisor may require that Franchisee or Franchisee's Designated Business Manager attend all supplemental and refresher training programs that Franchisor designates. Franchisor may charge Franchisee a reasonable fee for any supplemental and refresher training programs. Franchisee must pay the then-current fee for such training programs, if any, and all personal travel and living expenses.

(i) A representative of Franchisor may, in its sole discretion, provide additional assistance as it deems necessary.

(j) If Franchisor determines that Franchisee is unable or unwilling to handle a particular job, Franchisor reserves the right to assign that job to another RENEW CREW franchisee, complete the job itself or hire a third party specialists to assist with the job. Franchisor may charge Franchisee a reasonable fee for the services provided by Franchisor, another franchisee or a specialist.

7.5 If Franchisee believes Franchisor has failed to adequately provide pre-opening guidance, coaching and assistance to Franchisee as provided in this Agreement, including Sections 7.3 and 7.4, Franchisee shall notify Franchisor in writing within 30 days following the opening of the Business. Absent the timely provision of such notice to Franchisor, Franchisee shall be deemed to conclusively acknowledge that all pre-opening and opening guidance, coaching and assistance required to be provided by Franchisor were sufficient and satisfactory in Franchisee's judgment.

7.6 Franchisor is not obligated to perform guidance, coaching and assistance set forth in this Agreement to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge and judgment. Franchisor does not represent or warrant that any other guidance, coaching and assistance will be provided to Franchisee, other than as set forth in this Agreement. To the extent any other guidance, coaching or assistance, or any specific level or quality of guidance, coaching or assistance is expected, Franchisee must obtain a commitment to provide such guidance, coaching or assistance, or level or quality of guidance, coaching or assistance in writing signed by an authorized officer of Franchisor, otherwise Franchisor shall not be obligated to provide any other guidance, coaching or assistance, or specific level or quality of guidance, coaching and assistance.

8. FRANCHISEE'S DUTIES, OBLIGATIONS AND OPERATING STANDARDS

8.1 Franchisee shall, consistent with the terms of this Agreement, diligently develop the Business and use its best efforts to market and promote the required Services and Products.

8.2 Subject to the terms of this Agreement, including Subsections 7.3(d)(i) through (ii), during the Initial Term and any Interim Period, Franchisee shall strictly comply with all mandatory standards, specifications, processes, procedures, requirements, and instructions of Franchisor regarding the operation of the Business and must comply with the following requirements:

(a) Prior to opening the Business, Franchisee or Franchisee's Designated Business Manager must attend and successfully complete Franchisor's initial training program. Franchisee shall be responsible for travel, meals, personal expenses and living expenses incurred by itself, the Designated Business Manager, and additional persons that participate in the initial training program.

(b) Franchisee or its Designated Business Manager must attend mandatory annual conferences at such locations as Franchisor may reasonably designate, and Franchisee will pay all salary and other expenses of persons attending, including any conference fees, travel expenses, meals, living expenses and personal expenses.

(c) Subject to Section 8.5, any additional required Service or Product introduced into the System by Franchisor must be offered for sale on a continuing basis at the Business at the time and in the manner required by Franchisor. Franchisor will provide at least 30 days prior written notice of any new required Service or Product introduced into the System. All equipment, products, supplies, tools and other items necessary to add the newly required Services or Products must be acquired, installed, and utilized at the time and in the manner required by Franchisor. The marketing of new Services and Products must begin at the Business as reasonably required by Franchisor.

(d) No service or product, except approved Services or Products, may be offered for sale from the Territory, unless Franchisee receives the prior written consent of Franchisor (which may be granted or denied in Franchisor's sole discretion).

(e) Only advertising and promotional materials, services, equipment, tools, inventory, products, signage, supplies, and uniforms that meet Franchisor's standards and specifications shall be used at the Business. Advertising and promotional materials, tools, services, equipment, inventory, products, signage, supplies and uniforms produced or approved by Franchisor for use by Franchisee may be used only in the manner and during the period specified by Franchisor.

(f) Equipment, tools, Services, Products, inventory, supplies, signage, uniforms and other items must be added, eliminated, substituted and modified at the Business as soon as possible in accordance with changes in Franchisor's specifications and requirements.

(g) The Business and everything related to the Business must be maintained in good condition and must be kept clean, neat and sanitary. All maintenance, repairs and replacements reasonably requested by Franchisor or needed in connection with the Business must be promptly made. All employees must be clean and neat in appearance.

(h) No alterations of the Business materially affecting the image of the Business may be made except at Franchisor's request or approval, and any alterations must strictly conform to specifications and requirements established or approved by Franchisor.

(i) The Business operated by Franchisee, and the Services provided and Products sold by Franchisee must comply with all applicable federal, state, and local laws, ordinances, rules and

regulations. Franchisee must obtain all business licenses and permits required by federal, state and local laws, ordinances, rules and regulations.

(j) The equipment, tools, supplies, inventory, products, and other items on hand at the Business, must be at all times sufficient to efficiently meet the anticipated volume of business.

(k) The payment of all debts and taxes arising in connection with the Business, except those duly contested in a bona fide dispute, must be paid when due.

(l) Franchisee will use its best efforts to ensure customer satisfaction; use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; respond to customer complaints in a courteous, prompt and professional manner; use its best efforts to promptly and fairly resolve customer disputes in a mutually agreeable manner; and take such actions as Franchisor deems necessary or appropriate to resolve customer disputes.

(m) Franchisee will provide to Franchisee's customers a warranty on all Products and Services used in Franchisee's Exterior Cleaning and Protection Business as required by Franchisor in the Manual.

(n) Franchisee shall accept all major credit cards and other the forms of payment specified by Franchisor in the Manual as payment.

(o) Franchisee shall comply with all terms under any software license agreement and pay Franchisor or its designated supplier its then-current initial and ongoing fees for any software Franchisee is required to use in the operation of its Business as prescribed by Franchisor.

(p) Franchisee shall comply with the advertising requirements set out in Section 11.

(q) Franchisee will not use any materials that are false or misleading or communicate anything to customers or prospective customers that is false or misleading.

(r) Franchisee will ensure that all advertising, labeling, packaging and other materials associated with the Services and Products fully conform to all applicable laws and regulations.

(s) Franchisee must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Business and must operate the Business in full compliance with all applicable laws, ordinances and regulations including consumer protection laws, and labor and employment laws. Franchisee must comply with all laws and regulations relating to privacy and data protection, and must comply with any privacy policies or data protection and breach response policies Franchisor periodically may establish. Franchisee must notify Franchisor in writing within five (5) days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, injunction, award of decree, by any court, agency, or other governmental instrumentality that may adversely affect the operation or financial condition of Franchisee or the Business. Franchisee must notify Franchisor immediately of any suspected data breach at or in connection with the Business. Franchisee will not conduct any business or advertising practice which injures Franchisor's business, the System or the goodwill associated with the Marks and other Renew Crew® businesses. Franchisee will control the quality of the Services and Products to avoid quality problems or product liability claims that could reflect adversely on Franchisee or Franchisor in the minds of consumers.

(t) Franchisee will be solely responsible to locate, interview, hire, schedule, supervise, compensate and discipline all employees of the Business and be exclusively responsible for all terms of their employment, compensation and other personnel-related matters without influence from Franchisor. Franchisee will implement a training program for Business employees and will maintain at all times a staff of trained employees sufficient to operate the Business in compliance with Franchisor's mandatory standards.

8.3 While Franchisor may prescribe standards, specifications, processes, procedures, requirements or instructions the Manual or this Agreement, Franchisor shall not have control over the day-to-day managerial operations of the Business, or the specific manner and means by which Franchisee complies with Franchisor's mandatory standards and procedures.

8.4 Franchisor and Franchisor's representatives will have the right during business hours to inspect the Business and all other facilities used for service or storage, sale and transportation of any approved Products. Franchisor and Franchisor's representatives will have the right to observe the manner in which Franchisee is rendering its Services and conducting its operations of the Business. Franchisor and Franchisor's representatives will have the right to discuss with Franchisee, or other managerial personnel Franchisee may designate, all matters that may pertain to compliance with this Agreement and with Franchisor's standards, specifications, requirements, instructions and procedures and Franchisor may take photographs of Franchisee's completed work as it relates to the Business. Franchisor and Franchisor's representatives have the right to require that Franchisee demonstrate that the Business employees are properly trained in a manner sufficient to provide Services in compliance with Franchisor's standards and procedures. Franchisee shall in all respects cooperate with Franchisor's rights under this Section 8.4; provided that Franchisor's exercise of these rights shall not unreasonably interfere with Franchisee's conduct of the Business.

8.5 Franchisee will not be required to offer or sell new Services or Products as set out in Section 8.2(c) if Franchisee demonstrates to Franchisor's reasonable satisfaction that:

(a) A substantial capital improvement not contemplated by this Agreement or in the Manual is required, thereby resulting in a material hardship to Franchisee; or

(b) A material reduction in sales or profitability would result therefrom. For the purposes of this Subsection 8.5(b), a 33% decrease in sales from the average sales in the prior 12 months would be considered a material reduction in sales (subject to seasonal factors that may be applicable to the Territory), and a 20% reduction in profitability from the average profitability during the previous 12 months (subject to seasonal factors that may be applicable to the Territory) would be considered a material reduction in profitability based on a forecast developed by Franchisee in good faith and approved by Franchisor in its sole discretion.

8.6 Franchisor may require Franchisee's compliance with the provisions of this Section 8 even if it does not require such compliance by all franchisees.

8.7 If Franchisee is an individual, Franchisee must directly supervise the Business and all employees. If Franchisee is a corporation or other business entity, or if Franchisee has, in Franchisor's sole judgment, insufficient experience in a business similar to the franchise or insufficient experience in business management in general, then Franchisee shall nominate a Designated Business Manager having required experience who shall have direct responsibility for all operations of the Business. If Franchisee desires to change the Designated Business Manager, Franchisee must demonstrate to Franchisor's satisfaction that

any replacement Designated Business Manager is trained and qualified to be responsible for all aspects of the Business.

8.8 Franchisee shall become a member of such trade associations or organizations which in the reasonable opinion of Franchisor are useful in the operation of the Business. Franchisee shall have the option to become a member of all benefit programs which are offered from time to time by Franchisor to all of its Franchisees. The costs of participating in such trade associations and benefit programs shall be borne by Franchisee and its employees (if applicable to the employees). Nothing in this Section 8.8 limits Franchisee's freedom to join any franchise or franchisees association of its choosing.

8.9 Franchisee shall at all times have sufficient computer skills to operate Franchisee's computer, understand how to utilize any software Franchisor requires to be used in the Business, and to access email and the Internet. If Franchisor determines that Franchisee requires additional computer training, Franchisor will notify Franchisee in writing regarding the nature of the additional training required, and Franchisee will have 90 days to complete such training at a local computer training school at Franchisee's sole cost and expense. At the end of the training program, Franchisee shall present a certificate reasonably acceptable to Franchisor establishing that Franchisee passed the training course. Franchisee's failure to seek additional training or to pass the course shall constitute a default of this Agreement.

8.10 Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisor does not guarantee that information or communication systems supplied by Franchisor or its suppliers will not be vulnerable to these problems. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems, and Franchisee waives any and all claims Franchisee may have against Franchisor as the direct or indirect result of such disruptions, failures or attacks. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems.

8.11 Franchisee shall acquire, maintain, and upgrade hardware, software, information processing and communication systems, and Internet and other network access providers, as prescribed in the Manual and as modified periodically by Franchisor. Franchisee shall comply with any separate software or other license agreements that Franchisor or its designee use in connection with the System. Franchisee shall utilize Franchisor's required software, proprietary database management and intranet system as the exclusive means for tracking and maintaining customer, vendor, and lead information, and for such other uses as prescribed by Franchisor periodically in the Manual. Monthly sales reporting may occur through mandatory software including the automatic draft via electronic transfer of Monthly Branding Royalty and National Branding & Marketing Fees.

8.12 Franchisee shall at all times maintain an active email account and shall check the account at least once each day. If available, Franchisee shall maintain an email account on Franchisor's proprietary database management and intranet system.

8.13 Franchisee may not open its Business until: (1) the initial training program has been completed to Franchisor's satisfaction; (2) all amounts due to Franchisor have been paid; (3) Franchisor has been furnished with copies of all insurance policies and certificates required by Section 12, or other documentation of insurance coverage and payment of premiums that Franchisor may request; (4) Franchisee notifies Franchisor that all approvals and conditions set forth in this Agreement have been met; (5) Franchisee has obtained all necessary permits and licenses as set forth in this Agreement; and (6) Franchisee

has ordered, received and installed all equipment, supplies, inventory, tools, products, uniforms and computer hardware and software required by Franchisor. Franchisee will begin operating the Business immediately after Franchisor determines that the Business is ready for opening.

9. PURCHASE OF EQUIPMENT, INVENTORY AND SUPPLIES

9.1 The standards and specifications for Franchisee's Products, Services, Storage Facility, equipment, tools, vehicle, uniforms, inventory, supplies, forms, advertising materials, computer hardware and software, and other items required by Franchisor in connection with Franchisee's Business ("Required Items") shall be maintained in the Manual. Franchisee must purchase all Required Items from Franchisor's designated or approved suppliers, if one is so designated. The term "suppliers," also includes vendors, manufacturers and distributors. Franchisor has the right to require Franchisee to discontinue purchasing any Required Items from a designated or approved supplier and may appoint new designated or approved suppliers at any time in its sole discretion. In addition, Franchisor has the right, at any time and in its sole discretion, to designate Franchisor or one of its Affiliates as the only designated or approved supplier, or one of several designated or approved suppliers, of any of the Required Items.

9.2 Notwithstanding the terms of Section 3.1 or Section 15.7 of this Agreement, any general release to be executed by Franchisee upon the extension or transfer of the franchise shall exclude from such release any claims Franchisee may have against Franchisor or its Affiliates, including without limitation claims for indemnification or contribution, arising out of or relating to injuries to, or loss of property of, third parties solely caused by products purchased by Franchisee from Franchisor or its Affiliates and used in providing cleaning, restoration and protection services for exterior surfaces to Franchisee's customers, and not otherwise attributable to the negligence or misconduct of Franchisee.

9.3 Franchisee acknowledges and agrees that Franchisor and its Affiliates have the right to collect rebates and other consideration from third party designated and approved suppliers as a result of Franchisee's purchases of Required Items, and that Franchisor and its Affiliates shall be entitled to keep for their own use and account such rebates and consideration. Franchisee further acknowledges and agrees that Franchisor and its Affiliates may also derive revenue or other consideration from Franchisee's purchases of Required Items from Franchisor or its Affiliates.

9.4 The names and addresses of Franchisor's designated and approved suppliers shall be maintained in the Manual. Franchisor has the right to approve all Required Items used in connection with Franchisee's Business.

10. MARKS, COPYRIGHTED WORKS AND OWNERSHIP OF IMPROVEMENTS

10.1 Franchisee acknowledges and agrees that:

(a) Franchisor's affiliate, OLBIPC, is the owner of all right, title and interest, together with all the goodwill of the Marks, and that OLBIPC has licensed the use of the Marks to Franchisor with the right to sublicense to others. Franchisee further acknowledges that the Marks designate the origin or sponsorship of the System, the Business, and the Products and Services, and that Franchisor desires to protect the goodwill of the Marks and to preserve and enhance the value of the Marks. In the event that Franchisee acquires any rights, title or interest in the Marks, Franchisee agrees to assign and hereby assigns all such rights, title or interest to Franchisor or OLBIPC, as requested by Franchisor.

(b) All right, title and interest in and to all materials, including but not limited to, all artwork and designs, created by Franchisor, and used with the Marks or in association with the

Business ("**Copyrighted Materials**") are the property of Franchisor or its Affiliate. Additionally, all Copyrighted Materials created by Franchisee or any other person or entity retained or employed by Franchisee are works made for hire within the meaning of the United States Copyright Act and are the property of Franchisor or its Affiliate, who shall be entitled to use and license others to use the Copyrighted Materials unencumbered by moral rights. To the extent the Copyrighted Materials are not works made for hire or rights in the Copyrighted Materials do not automatically accrue to Franchisor or its Affiliate, Franchisee irrevocably assigns and agrees to assign to Franchisor and/or its Affiliates (as requested by Franchisor), and their respective successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Materials, which Franchisee and the author of such Copyrighted Materials warrant and represent as being created by and wholly original with the author. Where applicable, Franchisee agrees to obtain any other assignments of rights in the Copyrighted Materials from another person or entity necessary to ensure Franchisor's right in the Copyrighted Materials as required in this Section 10.1(b).

(c) Franchisee will never dispute, contest, or challenge, directly or indirectly, the validity or enforceability of the Marks or Copyrighted Materials or the ownership of the Marks or Copyrighted Materials by Franchisor and its Affiliates, nor counsel, procure, or assist anyone else to do the same, nor will it take any action that is inconsistent with the ownership of the Marks or Copyrighted Materials by Franchisor and its Affiliates, nor will it represent that it has any right, title, or interest in the Marks or Copyrighted Materials other than those expressly granted by this Agreement.

(d) Franchisor or an Affiliate may decide, in its sole and absolute discretion, to apply to register or to register any trademarks or copyrights with respect to the Services, Products and any other products and services and the Copyrighted Materials. Failure of Franchisor or an Affiliate to obtain or maintain in effect any such application or registration is not a breach of this Agreement. Franchisee will not, before or after termination or expiration of the Agreement, register or apply to register any of the Marks or any trademark, service mark or logo confusingly similar thereto or any Copyrighted Materials, anywhere in the world.

(e) Upon Franchisor's request, Franchisee will cooperate fully, both before and after termination or expiration of this Agreement and at Franchisor's expense, in confirming, perfecting, preserving, and enforcing the rights of Franchisor and its Affiliates in the Marks and Copyrighted Materials, including but not limited to, executing and delivering to Franchisor such documents as Franchisor reasonably requests for any such purpose, including but not limited to, assignments, powers of attorney, and copies of commercial documents showing sale and advertising of the Services and Products and other products and services. Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact for the purpose of executing such documents.

(f) All usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks shall inure to the exclusive benefit of Franchisor or OLBIPC. This Agreement does not confer any goodwill or other interests in the Marks to Franchisee upon expiration or termination of the Agreement.

(g) **FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE MARKS OR COPYRIGHTED MATERIALS.**

10.2 Franchisee acknowledges and agrees that:

(a) Franchisee's right to use the Marks and Copyrighted Materials are derived solely from this Agreement. Franchisee may only use the Marks and Copyrighted Materials in its operation of the Business and only in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor in the Manual and elsewhere from time to time during the Initial Term and any Interim Period. Franchisee will make every effort consistent to protect, maintain, and promote the Marks as identifying the System and only the System.

(b) Any unauthorized use of the Marks or Copyrighted Materials by Franchisee constitutes a breach of this Agreement and an infringement of the rights of Franchisor and in and to the Marks and Copyrighted Materials.

(c) Franchisee will not use any Marks or portion of any Marks as part of a corporate or trade name, or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee shall obtain such fictitious or assumed name registrations as may be required by Franchisor or under applicable law.

(d) In order to preserve the validity and integrity of the Marks and Copyrighted Materials licensed herein and to assure that Franchisee is properly employing the same in the operation of its Business, Franchisor or its agents shall have the right of entry and inspection of Franchisee's Business and operating procedures pursuant to Section 8.4.

(e) Franchisee will safeguard and maintain the reputation and prestige of the Marks and Copyrighted Materials and will not do anything that would tarnish the image of or adversely affect the value, reputation or goodwill associated with the Marks. Franchisee will not do anything that would dilute, directly or indirectly, the value of the goodwill attached to the Marks, nor counsel, procure or assist anyone else to do the same.

(f) Franchisee will use the Marks and Copyrighted Materials only in lettering, logos, print styles, forms, and formats, including but not limited to, advertising and promotional materials, invoices, signage, business checks, business cards, invoices, stationery, and promotional items such as clothing, pens, mugs, etc., which have been approved by Franchisor in accordance with this Agreement, and promptly follow instructions regarding the Marks and Copyrighted Materials as provided in the Manual and otherwise given by Franchisor from time to time.

(g) Franchisee will use the following copyright notice at least once on each piece of advertising, promotional, or other material used in connection with the Products and Services:

> © (year of first publication). Renew Crew Franchising Corporation, All Rights Reserved.

(h) Franchisee will use the Marks with a superscript "®", ™ or "SM", as specified by Franchisor, unless and until advised by Franchisor to use a different notice.

10.3 Franchisee acknowledges and agrees that:

(a) If, in Franchisor's reasonable determination, the use of Marks or Copyrighted Materials in connection with the Services, Products, other products and services or the Business

will infringe or potentially infringe upon the rights of any third party, weakens or impairs the rights of Franchisor or its Affiliates in the Marks or Copyrighted Materials, or it otherwise becomes advisable at any time in the sole discretion of Franchisor or its Affiliates for Franchisor to modify or discontinue use of the Marks or Copyrighted Materials, then upon notice from Franchisor, Franchisee will immediately terminate or modify such use in the manner prescribed by Franchisor. Franchisor may require Franchisee to use one or more additional or substitute trade names, trademarks, service marks or other commercial symbols or copyrighted materials. Franchisor shall reimburse Franchisee for the tangible cost of compliance with this requirement (such as the cost of printing new letterhead and business cards), but Franchisee will have no rights of damages, offset, or right to terminate this Agreement as a result thereof and Franchisor and its Affiliates shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of any Marks or Copyrighted Materials.

(b) Franchisee shall notify Franchisor within 3 days after receiving notice of any claim, demand or cause of action based upon or arising from any attempt by any other person, firm or corporation to use the Marks or any colorable imitation thereof or the Copyrighted Materials. Upon receipt of timely notice of an action, claim or demand against Franchisee relating to the Marks or Copyrighted Materials, Franchisor and its Affiliates shall have the sole right, but not the duty, to defend any such action. Franchisor and its Affiliates shall have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Marks or Copyrighted Materials and shall exercise such right in the sole discretion of Franchisor and its Affiliates. Franchisor and its Affiliates shall control all actions but not be obligated to take any action. In any defense or prosecution of any litigation relating to the Marks, Copyrighted Materials or components of the System undertaken by Franchisor and its Affiliates, Franchisee shall cooperate with Franchisor and its Affiliates, execute any and all documents, and take all actions as may be desirable or necessary in the opinion of Franchisor's counsel, to carry out such defense or prosecution. At the option of Franchisor or an Affiliate, Franchisee will join in any action, in which case Franchisor shall bear all the out-of-pocket costs of Franchisee for such participation. If Franchisee joins in an action, then the recovery, if any, from such legal action shall be first applied to the total expenses associated therewith and then split equally between Franchisor and Franchisee.

10.4 All provisions of this Agreement applicable to the Marks and Copyrighted Materials apply to any and all additional trademarks, service marks, commercial symbols and copyrighted materials authorized for use by and licensed to Franchisee by Franchisor after the date of this Agreement.

10.5 If Franchisee during the Initial Term of the franchise relationship or any Interim Period, conceives or develops any improvements or additions to the System, Copyrighted Materials, website or any other documents or information pertaining to or relating to the System or the Business, or any new trade names, trade and service marks, logos, or commercial symbols related to the Business or any advertising and promotional ideas or inventions related to the Business (collectively, the "**Improvements**") Franchisee shall fully disclose the Improvements to Franchisor, without disclosure of the Improvements to others, and shall obtain Franchisor's written approval prior to using such Improvements. Any such Improvement may be used by Franchisor, its Affiliates and all other franchisees without any obligation to Franchisee for royalties or other fees. Franchise shall assign and does hereby assign to Franchisor, all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. Franchisor and its Affiliates, at Franchisor's discretion, may make application for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and Franchisee shall cooperate with Franchisor and its Affiliates, in securing such rights. Franchisor may also consider such Improvements as the property and Trade Secrets of Franchisor and its Affiliates. In return, Franchisor and its Affiliates shall authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees.

11. ADVERTISING AND PROMOTION

11.1 Franchisee acknowledges that local marketing, promotion and advertising are required to advise the public of the Business. For the first 12-month period, commencing on the first day that the Business is operating, Franchisee will invest a minimum of $40,000, and then for each 12-month period thereafter throughout the remainder of the Initial Term and any Interim Period, Franchisee will invest a minimum of $30,000 for each such 12-month period, on promotional advertising within the Territory ("**Individual Advertising Investment**"). Franchisee may not advertise outside its Territory without Franchisor's approval, which may be granted or withheld in Franchisor's discretion.

11.2 During the Initial Term and any Interim Period, Franchisee shall furnish Franchisor an accounting of Franchisee's previous month's expenditures for advertising and promotion on a form approved by Franchisor.

11.3 Franchisor will make available to Franchisee all advertising and promotion materials for the Business which are used by Franchisor and other franchisees. Franchisee may not develop advertising materials for use in the Business without Franchisor's approval. If Franchisor approves the advertising materials prepared by Franchisee, Franchisor may make available to other franchisees such advertising and promotion materials. Franchisee must pay duplication costs of any advertising or promotion material provided by Franchisor.

11.4 Franchisor has formed a national branding and marketing fund ("**National Branding & Marketing Fund**"). Beginning on the Operational Start Date, Franchisee shall remit to Franchisor 1.5% of Gross Revenues ("**National Branding & Marketing Fee**") on or before the 10th day of each month.

Franchisor may increase the National Branding & Marketing Fee up to 2.5% of Gross Revenues upon 30 days' prior written notice to Franchisee. If Franchisee signs a Successor Franchise Agreement, Franchisee will be required to pay the National Branding & Marketing Fee set forth therein. Franchisor has the right, however, to vary the National Branding & Marketing Fee and how it is determined in any Successor Franchise Agreement Franchisee may sign. No action taken by Franchisor shall diminish Franchisee's obligations to pay the National Branding & Marketing Fee to the National Branding & Marketing Fund. The National Branding & Marketing Fee is in addition to Franchisee's obligations in Section 11.1.

11.5 Advertising materials and services will be provided to Franchisee through the National Branding & Marketing Fund. Franchisor may occasionally provide for placement of advertising on behalf of the entire System, including franchisees, or on behalf of a particular region, that may not include Franchisee, through the National Branding & Marketing Fund. Franchisor reserves the right to use the National Branding & Marketing Fee from the National Branding & Marketing Fund to place advertising in national media or regional media (including broadcast, print, Internet or other media) in the future. Franchisee acknowledges that the National Branding & Marketing Fund is intended to maximize the general brand recognition of the System. Franchisor is not obligated to expend National Branding & Marketing Funds on Franchisee's behalf or benefit or expend National Branding & Marketing Funds equivalent or proportionate to Franchisee's National Branding & Marketing Fees on Franchisee's behalf or benefit.

11.6 National advertising, public relations, and promotions will be started and continued by Franchisor, when, in Franchisor's sole discretion, Franchisor deems that it has accumulated sufficient moneys for that purpose. The National Branding & Marketing Fund will be used to promote the System, Services and/or Products sold by the franchisees and will not be used to sell additional franchises. Franchisor's accounting and marketing personnel or a representative designated by Franchisor will administer the National Branding & Marketing Fund. The National Branding & Marketing Fund will collect

National Branding & Marketing Fees from all franchisees. All payments to the National Branding & Marketing Fund must be spent on advertising, public relations, market research, promotion, marketing of goods and services provided by Franchisor, outside vendors, including but not limited to marketing agencies, and administration of the National Branding & Marketing Fund, including but not limited to, salaries, overhead, administrative, accounting, collection and legal costs and expenses. The National Branding & Marketing Funds will be maintained by Franchisor in a separate account. An annual un-audited financial statement of the National Branding & Marketing Fund, at the expense of the National Branding & Marketing Fund, will be available 120 days after Franchisor's fiscal year end to Franchisee for review once a year upon request.

11.7 The National Branding & Marketing Fees collected by the National Branding & Marketing Fund are non-refundable. The National Branding & Marketing Fund may be terminated at any time by Franchisor, in its sole discretion. In the event that the National Branding & Marketing Fund is terminated, any remaining balance in the National Branding & Marketing Fund will be expended as provided for in Section 11.7 or returned to Franchisee on a pro-rata basis.

11.8 Franchisee shall fully participate in all such promotional campaigns, prize contests, special offers, and other programs, national, regional, or local in nature (including the introduction of new Services, Products, new franchises or other marketing programs directed or approved by Franchisor), which are prescribed from time to time by Franchisor. Franchisee shall be responsible for the costs of such participation. In addition, Franchisee shall honor any coupons, gift certificates or other authorized promotional offers of Franchisor at Franchisee's sole cost unless otherwise specified in writing by Franchisor. Franchisee will maintain an adequate supply of marketing brochures, pamphlets and promotional materials as may be required by Franchisor from time to time. The cost for such participation will be applied to Franchisee's Individual Advertising Investment obligations set forth in Section 11.1.

11.9 Franchisor (and any designee of Franchisor) will have no direct or indirect liability or obligation to Franchisee or the National Branding & Marketing Fund or otherwise with respect to the management, maintenance, direction, administration or otherwise of the National Branding & Marketing Fund. Franchisee and Franchisor agree that their rights and obligations with respect to the National Branding & Marketing Fund and all related matters are governed solely by this Agreement and neither this Agreement or the National Branding & Marketing Fund creates a trust, fiduciary relationship, or similar arrangement.

11.10 During the Initial Term and any Interim Period, Franchisee must also pay Franchisor its then-current digital marketing fee ("**Digital Marketing Fee**"). Franchisor may use the Digital Marketing Fee in its sole discretion as it deems appropriate, including, without limitation, for: (a) the development, production, publication, or distribution of digital advertisements, marketing, or promotions; (b) search engine optimization; (c) local digital marketing efforts; or (d) any other digital or electronic marketing related programs, technologies, or concepts. Franchisor may increase the Digital Marketing Fee upon thirty (30) days' prior written notice to Franchisee. Franchisor does not guarantee that advertising expenditures from the Digital Marketing Fee will benefit Franchisee or any other franchisee directly, on a pro rata basis, or at all.

12. INSURANCE AND INDEMNITY

12.1 Franchisee must comply with the following insurance requirements:

(a) Franchisee shall, upon commencement of the Initial Term, purchase and at all times maintain in full force and effect during the Initial Term and any Interim Period, insurance policies, in such amounts and on such terms as prescribed below or in the Manual, issued by one or more insurance

companies acceptable to Franchisor. Insurance coverage must include, but is not limited to the following with the coverage limits described in the Manual: (i) Commercial General Liability, including coverage for bodily injury and property damage, personal and advertising injury, products completed operations and general aggregate; (ii) Workers' Compensation and Employer's Liability, including coverage for bodily injury by disease per employee, bodily injury by disease in the aggregate, and bodily injury by accident; (iii) Automobile liability; and (iv) Umbrella liability.

(b) Commercial General Liability shall be occurrence based coverage (not claims-made) with defense outside of limits, which includes Bodily Injury and Property Damage Liability, Personal and Advertising Injury Liability and the Products-Completed Operations Hazard. At a minimum, the policy shall contain an exception to the pollution exclusion for hostile fire. Automobile Liability shall cover "any auto." Umbrella Liability shall include as scheduled underlying insurance Comprehensive General Liability, Employer's Liability and Auto policies.

(c) In addition to the requirements set forth above or in the Manual, Franchisor requires Franchisee to purchase and maintain the following types of insurance: (a) all insurance required under any lease, deed of trust, contract for deed or any other legal contract; (b) "all risk" property insurance for the full replacement of the Franchisee's premises and all personal property and equipment used by the Franchisee; (c) business interruption and extra expense insurance for a minimum of 12 months to cover loss of profits and continuing expense, including payment of royalty fees with Franchisor named as a loss payee with respect to those fees; and (d) any insurance required by federal, state or local statute or rule.

(d) Franchisee's Comprehensive General Liability, Auto and Umbrella policies shall name Franchisor and its parent, Outdoor Living Brands, Inc., their affiliates and such other parties as Franchisor may designate, as additional insureds. Coverage for the additional insureds shall not be limited to claims of vicarious liability. In addition, the Franchisee's insurers shall endorse or otherwise amend the policies such that their policies: (a) are primary and non-contributory; (b) waive any right of subrogation as respects the additional insureds; and (c) provide the additional insureds thirty (30) days' advance written notice of cancellation or other material change in coverage.

(e) Franchisee shall provide Franchisor with original or duplicate copies of all insurance policies, including endorsements, or other proof of insurance acceptable to Franchisor evidencing coverage required by this Section, together with proof of payment within ten (10) days of issuance thereof. Franchisee shall also furnish Franchisor with all proof of insurance coverage required by this Section, including endorsements, within ten (10) days after any of the following events: (a) all policy renewals, but not less often than annually, and (b) all instances of any change to, addition to, or replacement of any insurance. The policies and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is subject to approval by Franchisor. Franchisor reserves the right to require complete, certified copies of all required insurance policies at any time in Franchisor's sole discretion.

(f) In the event Franchisee fails to obtain the required insurance and to keep the same in full force and effect, Franchisor may, but shall not be obligated to, purchase insurance on Franchisee's behalf from an insurance carrier of Franchisor's choice, and Franchisee shall reimburse Franchisor for the full cost of such insurance, along with a reasonable service charge to compensate Franchisor for the time and effort expended to secure such insurance, within five (5) days after the date Franchisor delivers an invoice detailing such costs and expenses to Franchisee. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement or exercise any or a combination of the other default remedies set forth in Section 17 of this Agreement.

(g) Franchisee's obligation to obtain and maintain insurance coverage in the amounts required by Franchisor shall not be limited in any way by reason of any insurance that Franchisor may maintain, nor does Franchisee's procurement of required insurance relieve Franchisee of liability under the indemnity obligations described in Section 12.2. Franchisee's insurance procurement obligations under this Section are separate and independent of Franchisee's indemnity obligations.

(h) Franchisor does not represent or warrant that any insurance that Franchisee is required to purchase will provide adequate coverage or protection for Franchisee. The requirements of insurance specified in this Agreement or the Manual are strictly for Franchisor's protection. Franchisee should consult with its own insurance agents, brokers, attorneys and other insurance professionals to determine the level of insurance protection it needs and desires, in addition to the coverage and limits required by Franchisor.

(i) Franchisor reserves the right to modify minimum insurance requirements at any time in its sole discretion by updating the Manual.

12.2 Franchisee shall, during the Initial Term and any Interim Period and after the termination or expiration of the Franchise Agreement for any reason, indemnify and defend Franchisor, its Affiliates and their respective officers, directors and employees (the "Indemnified Parties"), and hold the Indemnified Parties harmless against, and to reimburse the Indemnified Parties for, all claims, demands, losses, damages (including punitive damages), actions, costs, suits, judgments, penalties, expenses (including reasonable attorneys' fees and amounts paid in settlement or compromise) and liabilities of any kind, whether or not ultimately determined to be meritorious, (the "**Damages**"), arising out of or relating to Franchisee's operation of the Business or breach of this Agreement or any other agreement between Franchisee and the Indemnified Parties, including without limitation those Damages related to (a) Franchisee's Storage Facility or other premises; (b) Franchisee's taxes or other Business expenses, and (c) Franchisee's or its employees' acts or omissions; unless the Damages are solely due to Franchisor's or Franchisor's Affiliates' gross negligence or willful misconduct relating to products purchased by Franchisee from Franchisor or its Affiliates and used in providing cleaning, restoration and protection services for exterior surfaces to customers. Franchisee must provide Franchisor with prompt written notice of any event(s) that could be a basis for a claim for Damages or a basis for indemnification by the Indemnified Parties.

Notwithstanding the foregoing, in the event of an indemnified claim, at Franchisor's option and at Franchisee's risk and expense, Franchisor or any of the Indemnified Parties have the right to elect to assume the defense or settlement of any claim or action for Damages, provided that Franchisor will keep Franchisee informed respecting the defense or settlement of the claim or action. Franchisor's undertaking of defense or settlement will not diminish Franchisee's obligation to indemnify the Indemnified Parties and to hold the Indemnified Parties harmless. Franchisor and the other Indemnified Parties will have the right, at any time, to offer, consent or agree to settlements or take any other remedial or corrective actions respecting any claim for Damages if, in Franchisor's sole judgment, there are reasonable grounds to do so.

13. RELATIONSHIP

13.1 Franchisee acknowledges that it is an independent contractor and is not an agent, partner, joint venturer or employee of Franchisor and no training or supervision given by, or assistance from, Franchisor shall be deemed to negate such independence. Neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business authorized by or conducted pursuant to this Agreement. Franchisor and Franchisee agree that no partnership, fiduciary relationship, joint venture or employment relationship exists between them. Franchisee shall conspicuously identify itself in all dealings with the public as a sole operator that is an entity separate from Franchisor and state

that Franchisor has no liability for the Business being conducted from the Business location. It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee the relationship of franchisor and franchisee. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor's supervision or control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

13.2 Neither party hereto shall make any agreements, representations or warranties (except by Franchisor in advertising as provided herein) in the name of, or an behalf of, the other party; neither party hereto shall be obligated by, nor have any liability for, any agreements, representations or warranties made by the other (except by Franchisor in advertising as provided herein) nor shall Franchisor be liable for any damages to any person or property, directly or indirectly, arising out of the operation of Franchisee's Business, whether caused by Franchisee's negligent or willful action or failure to act.

13.3 Franchisor shall have no liability for Franchisee's obligations to pay any third parties, including without limitation, Franchisee's employees, any product vendors, or any value added, sales, use, service, occupation, excise, Gross Revenues, income, property or other tax levied upon Franchisee, Franchisee's property, the Business or upon Franchisor in connection with the sales made or business conducted by Franchisee (except any taxes Franchisor is required by law to collect from Franchisee with respect to purchases from Franchisor).

14. CONFIDENTIAL INFORMATION AND RESTRICTIVE COVENANTS

14.1 Confidential Information. Franchisee acknowledges and agrees that:

(a) Franchisee's entire knowledge of the operation of the Business, the System, and the concepts and methods of promotion franchised hereunder that it has now or obtains in the future is derived from Franchisor's Confidential Information and Trade Secrets. Franchisee does not acquire any interest in the Confidential Information or Trade Secrets, other than the right to use it in developing and operating the Business pursuant to this Agreement, and that the use or duplication of the Confidential Information or Trade Secrets in any other business constitutes an unfair method of competition. Franchisee further acknowledges and agrees that all of the Confidential Information and Trade Secrets are the sole property of Franchisor, represent valuable assets of Franchisor and that Franchisor has the right to use the Confidential Information and Trade Secrets in any manner it wishes at any time.

(b) During the Initial Term and any Interim Period, Franchisee, and Franchisees' owners, Designated Business Managers, and employees who have access to the Confidential Information and Trade Secrets agree that they: (1) will not use the Confidential Information or Trade Secrets in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information and Trade Secrets in written form; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets, including restrictions on disclosure to Franchisee's employees.

(c) After the Agreement expires or is terminated, Franchisee, and Franchisees' owners, guarantors, Designated Business Managers and employees who have access to the Confidential Information and Trade Secrets agree that for a period of 2 years after the termination or expiration of the Agreement (unless such information is a Trade Secret in which case the requirements in this Section 14.1(c) will remain in place for as long as such information constitutes a Trade Secret) they: (1) will not use the Confidential Information or Trade Secrets in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information or Trade Secrets in written form; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets.

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

(e) Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain Trade Secrets, as specified in the Manual.

14.2 Restrictive Covenants. Franchisee covenants and agrees that:

(a) During the Initial Term of this Agreement and any Interim Period thereof, Franchisee, its owners, guarantors and Designated Business Managers shall not, without the prior written consent of Franchisor, either individually or in a partnership, corporation, limited liability company, joint venture or other business entity or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder, member, partner, employee or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed in any business operating in competition with an exterior cleaning and protection business or any Business as carried on from time to time during the Initial Term of this Agreement, including any Interim Period thereof.

(b) Upon termination or expiration of the Initial Term or any Interim Period, regardless of the cause, or the transfer, sale or assignment of this Agreement by Franchisee, neither Franchisee, any guarantors, the Designated Business Manager nor Franchisee's owners will have any direct or indirect interest (i.e., through a relative) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, for 2 years, in any Exterior Cleaning and Protection Business: (1) in the Territory or any other franchisee's territory; (2) within 10 miles of the Territory or any other franchisee's territory; or (3) within 10 miles of any Franchisor or Affiliate-owned Exterior Cleaning and Protection Business.

14.3 If any person restricted by this Section 14 refuses to voluntarily comply with the foregoing obligations, the 2 year period will commence upon the entry of any order of a court or arbitrator enforcing this Section 14.

14.4 The parties have attempted in Section 14.2 to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope or enforceability of the provision of Section 14.2 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify Section 14.2 to the extent that it deems necessary to make such provision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. THE FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE THE FRANCHISEE OF THE ABILITY TO EARN A LIVING.

14.5 Nothing in this Section 14 shall prevent any active officer of Franchisee or member of Franchisee's family either individually or collectively, from owning not more than a total of 5% of the stock of any company, which is subject to the reporting requirements of the U.S. Securities and Exchange Act of 1934, provided that Franchisee is otherwise not actively involved in the management or operation of that business and does not serve that business in any capacity other than as a shareholder.

14.6 Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section 14. Franchisee acknowledges that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Section 14 will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

14.7 In the event that Franchisee is not an individual, this Section 14 will also apply to the officers, directors, stockholders, partners, members, trustees, beneficiaries and/or principals of Franchisee, Franchisee, and any persons controlled by, controlling or under common control with Franchisee. In the event that Franchisee is an individual, this Section 14 will also apply to Franchisee's spouse and immediate family members.

15. ASSIGNMENT

15.1 Franchisee acknowledges that Franchisor's obligations under this Agreement are not personal. Franchisor shall have the absolute right, in its sole discretion, to unconditionally transfer or assign this Agreement or any of its rights or obligation under this Agreement to any person, corporation or other party.

15.2 Franchisor reserves the right to assign the franchise System to anyone including the operator of a competing franchise system. Franchisee acknowledges and agrees that Franchisor may sell its assets, the Marks or the System to any third party of Franchisor's choice; may offer its securities privately or publicly; may merge with or acquire other corporations or be acquired by another corporation; may

undertake a refinancing, recapitalization, leverage buyout, or other economic or financial restructuring; or may terminate or cease to exist or dissolve, in any such case without Franchisee's consent and, provided the transferee expressly assumes and undertakes to perform Franchisor's obligations in all material respects, free of any responsibility or liability whatsoever to Franchisee after the transaction occurs.

15.3 With regard to any of the above sales, assignment and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer of the Marks, assets or the System from Franchisor to any other party.

15.4 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee. Accordingly, this Agreement, Franchisee's rights and interests hereunder, the property and assets owned and used by Franchisee in connection with the Business and any shares, stock, membership or interest in any corporation, limited liability company, or other entity having an interest in the Business, shall not be voluntarily or involuntarily, directly or indirectly sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered or transferred in any way (including, without limitation, in the event of the death of Franchisee if Franchisee is an individual), in whole or in part, in any manner whatsoever without the prior written approval of Franchisor and compliance with all terms of this Section 15. Any unauthorized sale, assignment, transfer or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void and grounds for termination of this Agreement by Franchisor.

15.5 With and after each valid assignment of this Agreement pursuant to this Section 15, the assignee or assignees of Franchisee shall be deemed to be Franchisee under this Agreement and will be bound by and liable for all of Franchisee's existing and future obligations. No stockholder in any corporation, member in any limited liability company or partner in any partnership which becomes Franchisee shall have any rights under this Agreement by reason of his, her or its stock ownership, membership interest or partnership interest.

15.6 If Franchisee shall at any time determine to sell, in whole or in part, the Business, Franchisee shall obtain a bona fide, executed, written offer ("**Purchase Offer**") for the Business together with all real or personal property, leasehold improvements and other assets used by Franchisee in its Business from a responsible, arms' length, and fully disclosed purchaser and shall submit an exact copy of such Purchase Offer to Franchisor. Franchisor will have a right of first refusal to purchase the Business as provided in Section 16.

15.7 No transfer or assignment of this Agreement will be approved by Franchisor or be effective unless and until all the following conditions are satisfied:

(a) Franchisee being then in full compliance herewith and paying to Franchisor all outstanding debts or amounts owing to Franchisor;

(b) the transferee executing Franchisor's then current franchise agreement (which shall have terms equal to the remainder of Franchisee's Initial Term, but which may contain provisions substantially different from those contained herein, including a higher royalty and greater expenditures for advertising and promotion than are provided hereunder, and such other documents then customarily used by Franchisor to grant franchises), all other documents as may be reasonably requested by Franchisor and paying to Franchisor a transfer fee in the amount of $5,000 U.S. ("**Transfer Fee**");

(c) Franchisee's execution of a general release of Franchisor, including its officers, directors, agents and employees and Affiliates from such parties' obligations under the Agreement;

(d) the transferee purchasing all of Franchisee's assets used in the Business in accordance with all applicable bulk sales legislation and assuming all of the liabilities of the Business, including the liability for future warranty claims, unless such liabilities have been paid prior to the closing of the transaction of purchase and sale or unless the sale is a sale of shares in the capital stock or membership interest of Franchisee;

(e) the transferee shall be an individual, corporation, limited liability company, partnership or other business entity having adequate financial resources who shall meet all criteria established by Franchisor for franchisees. The transferee shall also complete Franchisor's then current training program established by Franchisor for franchisees unless: (i) the transferee is a current franchisee in good standing in the System; or (ii) the transferee is or has been a Designated Business Manager for a period of 1 year or more of a Business in good standing;

(f) the parties to the proposed transaction will have entered a binding agreement subject only to the rights of Franchisor set out in Section 16. Franchisor shall be furnished a copy of this binding agreement, and such agreement shall be subject to Franchisor's approval in writing. Franchisee must advise each prospective transferee of this provision and the other terms of this Agreement;

(g) the proposed transferee or the stockholders, partners, members or owners of a beneficial interest in a proposed corporation, partnership, limited liability company or other entity transferee, providing jointly and severally such personal guarantees which Franchisor may request, guaranteeing the proposed transferee's performance of its obligations under the agreements to be entered into;

(h) the proposed transferee shall have demonstrated to Franchisor's satisfaction that it, he or she will meet in all respects Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation and stability, required financial wherewithal, willingness and ability to devote its, his or her full time and best efforts to the operation of the Business, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided all information about the proposed transferee as Franchisor may reasonably require. Because of the confidential information and trade secrets available to a franchisee, no assignment to a competitor of Franchisor will be permitted; and

(i) the transferee paying all costs of: (i) Franchisor with respect to the granting of its approval, as hereinbefore contemplated, including but not limited to all of its legal costs with respect to the preparation and execution of the above noted Franchise Agreement, and all other documents then customarily used by Franchisor to grant franchises; and (ii) the transfer, including but not limited to all professional fees (attorney's fees, broker fees, and the like), leasing expenses, document preparation costs and due diligence.

Franchisor may expand upon, and provide more details related to, the conditions for transfer and Franchisor's consent as described in this Section 15.7, and may do so in the Manual or otherwise in writing.

15.8 Notwithstanding anything to the contrary herein contained, Franchisor shall, upon Franchisee's compliance with such requirements as may from time to time be prescribed by Franchisor (including the obtaining of all necessary approvals to the assignment of leases, if any, of the Storage Facility), consent to an assignment of Franchisee's right, title and interest in and to this Agreement, and the property and assets owned and used by Franchisee in connection therewith and any other agreement then in effect between Franchisee and Franchisor to a corporation, limited liability company or other business

entity which is wholly owned and controlled by Franchisee, subject to the following (provided that such assignment shall in no way release Franchisee from any liability under this Agreement):

(a) Contemporaneously with such assignment and thereafter upon the appointment or election of any person as director, officer, partner or manager of such corporation, limited liability company or other business entity, such corporation, limited liability company, partnership or other business entity shall cause each shareholder, partner, member, manager, director(s) and officer(s) of the corporation, limited liability company, partnership or other business entity to execute a written agreement with Franchisor under seal, personally guaranteeing full payment and performance of Franchisee's obligations to Franchisor and individually undertaking to be bound, jointly and severally, by all the terms of this Agreement or any new current form of Franchise Agreement and jointly and severally liable;

(b) No shares or interest in the capital of such corporation, limited liability company, partnership or other business entity shall be issued nor shall Franchisee directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey, donate, pledge, mortgage or otherwise encumber any such shares or interest or offer or attempt to do so or permit the same to be done without Franchisor's prior written consent;

(c) The corporation shall maintain stop transfer instructions against the transfer of shares on its records subject to the restrictions of this Section and shall have all outstanding shares endorsed with the following legend printed conspicuously upon the face of each certificate:

"The transfer of this certificate is subject to the terms and conditions of a certain Franchise Agreement with Renew Crew Franchising Corporation Reference is made to said Franchise Agreement and to the restrictive provisions of the articles of this corporation."

(d) The articles of incorporation, articles of organization, operating agreement, partnership agreement, shareholder agreement, and by-laws of the corporation, limited liability company, partnership or other business entity shall provide that its objectives or business is confined exclusively to the operation of the Business as provided for in this Agreement, and recite that the issuance and transfer of any shares, membership interest, partnership interest or other interest is restricted by the terms of this Agreement, and copies thereof shall be furnished to Franchisor upon request;

(e) Franchisor's consent to a transfer of any interest subject to the restrictions of this Section shall not constitute a waiver of any claim it may have against the assignor, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the assignee;

(f) The corporation, partnership, limited liability company or other business entity shall advise Franchisor and keep Franchisor current as to the names and addresses of the directors, officers, members, partners and shareholder of and those persons financially involved in the corporation, partnership, limited liability company or other business entity; and

(g) Franchisee agrees to devote its full time and best efforts to manage the day-to-day operations of the franchised business unless it has an operational partner or Designated Business Manager approved by Franchisor.

15.9 Upon the death of Franchisee, shareholder, partner, or member the rights granted by this Agreement may pass to the next of kin or legatees, provided that Franchisee's legal representatives shall within 120 calendar days of Franchisee's death apply in writing to Franchisor for the right to transfer to the next of kin or legatee Franchisee's rights under this Agreement. Franchisor shall not unreasonably withhold its permission so long as the proposed transferees meet each of the requirements set forth in this Section 15 within 30 days of the receipt of a conditional permission for the transfer.

15.10 Any attempt by Franchisee to transfer any of its rights or interest under this Agreement or the License, without having received Franchisor's prior written consent, will constitute a material breach of this Agreement. However, if Franchisee dies and its personal representative does not desire to sell the Business, and if under controlling local law Franchisee's interest in the Business, the License and Agreement are distributable to heirs or legatees who are members of his or her immediate family and who otherwise would qualify as assignees, then such attempted assignment by operation of law will not be deemed in violation of this Agreement, provided that such heirs or legatees accept the conditions imposed on otherwise permitted assignees.

15.11 Franchisee shall not have the right to grant a subfranchise.

16. OPTION TO PURCHASE — RIGHT OF FIRST REFUSAL

16.1 Unless otherwise explicitly provided by this Agreement, Franchisor shall be entitled to exercise the rights provided in this Section immediately upon:

(a) The expiration without the extension of Franchisee's rights to operate the Exterior Cleaning and Protection Business or the termination for any reason of the License or this Agreement; or

(b) The receipt by Franchisor of a copy of a Purchase Offer.

16.2 Upon any event described in this Section 16.1, Franchisor shall have the option to purchase all of Franchisee's rights, title and interest in the Business, and all its improvements, furniture, fixtures, equipment and products, and all of Franchisee's accounts, contract rights, customer and vendor lists, work in progress and other business assets.

16.3 The purchase price for assets itemized in Section 16.2 will be, subject to Section 16.4: (i) the current fair market value if Section 16.1(a) is applicable; or (ii) the price specified in the Purchase Offer received by Franchisee if Section 16.1(b) is applicable. If Franchisee and Franchisor cannot agree on fair market value within a reasonable time, an independent appraiser will be designated by each of Franchisee and Franchisor and an average of the 2 appraised values will be binding. Appraised values will exclude any and all consideration for goodwill or going concern value created by the Marks and business system licensed to Franchisee.

16.4 If Franchisor elects to exercise any option to purchase provided in this Section 16 Franchisor will have the right to set off all amounts due from Franchisee under the Franchise Agreement or any other agreements between the parties, any commissions or fees payable to any broker, agent or other intermediary and the cost of the appraisal, if any, against any payment. Franchisee shall also have the right to substitute cash for any other form of consideration specified in the Purchase Offer and to pay in full the entire purchase price at the time of closing.

16.5 Franchisor will notify Franchisee of its intention to exercise or not exercise its rights to purchase ("**Notice of Intent**") within 60 days following an event described in Section 16.1(a) or within 15 days following an event described in Section 16.1(b). The Notice of Intent will specify the assets to be purchased, and the current fair market value as determined by Franchisor if Section 16.1(a) is applicable. In the event Franchisor is purchasing the assets pursuant to Section 16.1(a), Franchisee will have 14 days following receipt of Franchisor's Notice of Intent to object to any of the prices specified therein, and any disputes over pricing shall be resolved through appraisal as specified by Section 16.3. If Franchisor declines to exercise its rights under this Section within the 15 or 60 day period described above, as applicable, Franchisee may thereafter, sell or dispose of the Business to any third party in the event of a sale under Section 16.1(a) or to the third party identified in the Purchase Offer in the event of a sale under Section 16.1(b), but not at a lower price nor on more favorable terms than set forth in the Purchase Offer, if any, or the Notice of Intent and subject to the prior written permission of Franchisor and satisfaction of the other conditions to assignment set forth in Section 15. If the sale to such third party purchaser is not completed within 90 days after Franchisor delivers the Notice of Intent to Franchisee, Franchisor shall again have the right of first refusal herein provided.

16.6 If Franchisor provides Franchisee with its Notice of Intent to exercise its rights under this Section 16, the purchase and sale contemplated in this Section shall be consummated as soon as possible. In the event Franchisor is purchasing the assets pursuant to Sections 16.1(a), following the delivery of a Notice of Intent as specified in Section 16.5, Franchisor or Franchisor's designee shall have the immediate right to take possession of the Business and to carry on and develop the Business for the exclusive benefit of Franchisor or its designee.

17. DEFAULT AND TERMINATION

17.1 Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its guidance, coaching, assistance and any services to Franchisee during the time period Franchisee is in default of this Agreement; or (ii) terminate this Agreement and all rights granted Franchisee hereunder, (subject to the provisions of applicable state law governing franchise termination and renewal), effective upon receipt of notice by Franchisee, addressed as provided in Section 18, upon the occurrence of any of the following events:

(a) Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of Franchisor's Manual, Confidential Information or Trade Secrets of Franchisor;

(b) Franchisee voluntarily abandons the Business for a period of 5 consecutive days, or any shorter period that indicates an intent by Franchisee to discontinue operation of the Business, during the prime season of the Business, unless such abandonment is due to fire, flood, earthquake or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee. For purposes of this Subsection 17(b), Franchisor has the right to determine what constitutes the prime season of the Business, although it shall at a minimum include the months of February through November each year;

(c) Franchisee becomes insolvent or is adjudicated bankrupt; or any action is taken by Franchisee, or by others against Franchisee under any insolvency, bankruptcy or reorganization act, or if Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed for Franchisee;

(d) Any material judgment (or several judgments which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for 30 days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against Franchisee's Business or any of the property used in the operation of the Business and is not discharged within 10 days; or if the real or personal property of Franchisee's Business shall be sold after levy thereupon by any sheriff, marshal or constable;

(e) Franchisee or any owner of greater than 20% of Franchisee entity or operator is charged or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of Franchisor, to materially and unfavorably affect the System, Marks, goodwill or reputation thereof;

(f) Franchisee fails to pay any amounts due Franchisor or Affiliates within 10 days after receiving notice that such fees or amounts are overdue;

(g) Franchisee misuses or fails to follow Franchisor's directions and guidelines concerning use of the Marks and fails to correct the misuse or failure within 10 days after notification from Franchisor;

(h) Franchisee has received 3 notices of default with respect to Franchisee's obligations hereunder from Franchisor within a 12 month period, regardless of whether the defaults were cured by Franchisee;

(i) Franchisee sells, transfers or otherwise assigns the Business, an interest in the Business or Franchisee entity, this Agreement, the Business or a substantial portion of the assets of the Business owned by Franchisee without complying with the provisions of Section 15;

(j) Franchisee submits on 2 or more occasions during the Initial Term or any Interim Period a report, financial statement, tax return, schedule or other information or supporting record which understates its Gross Revenue by more than 3%, unless Franchisee demonstrates that such understatement resulted from inadvertent error;

(k) Franchisee fails, or refuses, to submit any report, financial statement, tax return, schedule or other information or supporting records required herein, or submits such reports more than 15 days late on 2 or more occasions during the Initial Term or any Interim Period unless due to circumstances beyond the control of Franchisee;

(l) Franchisee sells or offers for sale any unauthorized merchandise, product or service, engages in any unauthorized business or practice or sells any unauthorized product or service under the Marks or under a name or mark which is confusingly similar to the Marks;

(m) Franchisee contests in any court or proceeding the validity of, or Franchisor's ownership of the Marks or copyrighted materials;

(n) Franchisee is a corporation, limited liability company, partnership or other business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate such entity without Franchisor's prior written consent;

(o) Franchisee or its Designated Business Manager fails to successfully complete Franchisor's training or retraining course(s);

(p) Franchisee receives from Franchisor during the Initial Term and any Interim Period 4 or more notices of default regardless whether such notices of default relate to the same or different defaults, or whether such defaults have been remedied by Franchisee;

(q) Any misrepresentation under Section 1.9 or any violation of Anti-Terrorism Laws by Franchisee, Designated Business Manager, its owners, agents or employees;

(r) The failure to meet the Minimum Annual Sales Quota set out in Section 4.6 after providing Franchisee with 30 days prior notice of Franchisor's intent to terminate this Agreement; or

(s) Franchisee fails to obtain and maintain all required permits and licenses, as described in Section 8.2(i).

17.2 Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its guidance, coaching, assistance and services to Franchisee during the time period Franchisee is in default of this Agreement; or (ii) terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon 30 days written notice to Franchisee, if Franchisee breaches any other provision of this Agreement and fails to cure the default during such 30 day period. In that event, this Agreement will terminate without further notice to Franchisee, effective upon expiration of the 30 day period. Defaults shall include, but not be limited to, the following:

(a) Franchisee fails to maintain the then-current operating procedures and standards established by Franchisor as set forth herein or in the Manual or otherwise communicated to Franchisee;

(b) Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

(c) Franchisee fails or refuses to comply with the then-current requirements of the Manual;

(d) Franchisee, or any partnership, joint venture, limited liability company, corporation or other business entity in which Franchisee has a controlling equity interest, defaults under any term of the Lease of the Storage Facility or any other premises used by Franchisee to operate the Business, any other franchise agreement with Franchisor or any other agreement material to the Business and such default is not cured within the time specified in such Lease, other franchise agreement or other agreement;

(e) Franchisee fails, refuses or neglects to submit a statement of monthly revenues accompanying the Monthly Branding Royalty or any other report required under the Agreement when due;

(f) Franchisee fails, refuses or neglects to accurately report Gross Revenues, sales information or other information required by Franchisor to be reported; or

(g) Franchisee fails to comply with any other provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor and does not correct such failure within 10 days (or 30 days if this is the first non-compliance or breach) after written notice

from Franchisor (which shall describe the action that Franchisee must take) is delivered to Franchisee.

17.3 Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such 30 day period and Franchisee has commenced and is continuing to make good faith efforts to cure the breach during such 30 day period, Franchisee shall be given an additional reasonable period of time to cure the same, but in no event longer than 30 additional days.

17.4 A termination of this Agreement by Franchisee shall be deemed to be a termination without cause and a breach hereof, by Franchisee. Franchisee agrees that it shall not, on grounds of an alleged nonperformance by Franchisor of any of its obligations or any other reason, withhold payment of any amount due to Franchisor whatsoever or set off amounts owed to Franchisor under this Agreement, against any monies owed to Franchisee, which right of set off is hereby expressly waived by Franchisee.

17.5 No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. Franchisor may apply any payments made by Franchisee against any past due indebtedness of Franchisee as Franchisor may see fit. Franchisor may set off against any payment due to Franchisee hereunder any outstanding debts of Franchisee to Franchisor, and may, at Franchisor's option, pay Franchisee's trade creditors out of any sum otherwise due to Franchisee.

17.6 Franchisee agrees to pay within 5 days of the effective date of termination or expiration of the Franchise all amounts owed to Franchisor, the landlord of the Storage Facility or other premises used in the Business (if applicable) and Franchisee's trade and other creditors which are then unpaid.

17.7 All Monthly Branding Royalties and advertising contributions, all amounts due for goods purchased by Franchisee from time to time from Franchisor or its Affiliates and any other amounts owed to Franchisor or its Affiliates by Franchisee pursuant to this Agreement or any other agreement shall bear interest after the due date at the rate of 18% per annum or the highest rate permitted by law, whichever is lower, both before and after default, with interest on overdue interest at the aforesaid rate. The acceptance of any interest payment shall not be construed as a waiver by Franchisor of its rights in respect of the default giving rise to such payment and shall be without prejudice to Franchisor's right to terminate this Agreement in respect of such default.

17.8 Should Franchisee, or any partnership or joint venture or corporation in which Franchisee has a controlling equity interest, be a franchisee pursuant to another RENEW CREW franchise license agreement with Franchisor, respecting another franchised Business using the Marks, a default under this Agreement shall constitute a default under such other RENEW CREW franchise license agreement and vice versa, with like remedies available to Franchisor. Should such other RENEW CREW franchise license agreement cease to be valid, binding and in full force and effect for any reason then Franchisor may, at its option terminate this Agreement and this Agreement shall be forthwith surrendered by Franchisee and terminated, and likewise should this Agreement cease to be valid binding and in full force and effect for any, reason, Franchisor may at its option terminate the other RENEW CREW franchise license agreement and the other RENEW CREW franchise license agreement shall be forthwith surrendered and terminated. In the event that there is more than one Franchisee, or if Franchisee should consist of more than one legal entity, Franchisee's liability hereunder shall be both joint and several. A breach hereof by one such entity or Franchisee shall be deemed to be a breach by both or all.

17.9 Franchisee agrees that upon termination or expiration of this Agreement, it shall take the following action:

(a) Immediately discontinue the use of all Marks, signs, structures, forms of advertising, telephone listings, facsimile numbers, e-mail addresses, the Manual, and all materials, Products and Services of any kind which are identified or associated with the System and return all these materials and Products to Franchisor;

(b) Immediately turn over to Franchisor all materials, including the Manual, customer lists, records, files, instructions, brochures, advertising materials, agreements, Confidential Information, Trade Secrets and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business (all of which are acknowledged to be Franchisor's property). Under no circumstances shall Franchisee retain any printed or electronic copies of the Manual, Confidential Information or Trade Secrets or portions thereof upon expiration or termination of this Agreement;

(c) Franchisee hereby acknowledges that all telephone numbers, facsimile numbers and Internet addresses used in the operation of the Business constitute assets of the Business; and upon termination or expiration of this Agreement, Franchisee shall take such action within 5 days to cancel or assign to Franchisor or its designee as determined by Franchisor, all Franchisee's right, title and interest in and to Franchisee's telephone numbers, facsimile numbers and Internet addresses and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and Internet and e-mail addresses, and any regular, classified or other telephone directory listing associated with the Marks and to authorize a transfer of same to or at the direction of Franchisor. Franchisee acknowledges as between Franchisor and Franchisee, Franchisor has the sole rights to, and interest in, all telephone numbers, facsimile numbers, directory listings and Internet addresses used by Franchisee to promote the Business and/or associated with the Marks. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. **Attachment E** evidences such appointment;

(d) Make no representation nor state that Franchisee is in any way approved, endorsed or licensed by Franchisor or associated or identified with Franchisor or the System in any manner;

(e) Immediately take all steps necessary to amend or terminate any registration or filing of any d/b/a or business name or fictitious name or any other registration or filing containing the Marks so as to delete the Marks and all references to anything associated with the System;

(f) Provide Franchisor the option to purchase as set in Section 16;

(g) Comply with the provisions of Sections 10.1(c) and 10.1(d) and Section 14; and

(h) Assign all of Franchisee's customer contracts to Franchisor and pay to Franchisor any amounts (or a pro rata portion of any amounts) paid by Franchisee's customers for Services Franchisee has not yet performed. For example, if a customer pre-paid for services and Franchisee had performed only 50% of the contracted services, Franchisee must pay to Franchisor 50% of the amount the customer paid to the Franchisee.

17.10 If, within 30 days after termination or expiration of this Agreement by Franchisor, Franchisee fails to remove all displays of the Marks from the Business, which are identified or associated with the System, Franchisor may enter the Business to effect removal. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials.

17.11 If, within 30 days after termination or expiration of this Agreement Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any business name or d/b/a or any other registration or filing containing the Marks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, and in Franchisee's name, place and stead and on Franchisee's behalf, to take action as may be necessary to amend or terminate all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

17.12 Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination or expiration.

17.13 All obligations of the parties hereto which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect notwithstanding such expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of Articles 10, 12, 14 and 16, hereof shall survive termination or expiration of this Agreement.

17.14 In the event that this Agreement expires or is terminated for any reason whatsoever and Franchisor is the lender under any loan agreement ("**Loan**") or the holder of any promissory note ("**Note**") or the holder of any personal property, security interest, chattel mortgage, debenture or mortgage of any nature whatsoever ("**Security Interest**") from Franchisee concerning assets used at any time by Franchisee in the Business or which are situated on the Business premises, such Loan, Note or Security Interest shall, upon the effective date of termination or expiration, immediately become fully due and payable as to all principal and interest so loaned and secured.

17.15 If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions.

17.16 **THE PARTIES WAIVE, TO THE EXTENT PERMITTED BY LAW, ANY CLAIM AGAINST THE OTHER FOR PUNITIVE OR EXEMPLARY DAMAGES; EXCEPT FOR SUCH PUNITIVE OR EXEMPLARY DAMAGES FOR VIOLATION OF THE LANHAM ACT, TRADEMARK INFRINGEMENT OR DILUTION, UNAUTHORIZED DISSEMINATION OF CONFIDENTIAL INFORMATION OR TRADE SECRETS OR ARISING UNDER THE INDEMNIFICATION SET FORTH IN SECTION 12.**

17.17 The rights of the parties hereto are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy herein contained, or to which it is entitled by law.

17.18 Franchisee hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which Franchisor may be entitled. Franchisee agrees that Franchisor may obtain injunctive relief without posting

a bond. Franchisee's sole remedy, in the event of the entry of injunctive relief, shall be dissolution of the injunction, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any injunction are hereby expressly waived by Franchisee. In any proceeding concerning the entry of any requested injunction against Franchisee, Franchisee, for value, voluntarily waives any defenses Franchisee might otherwise have relating to any claimed "prior breach" on the part of Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of Franchisor shall be a defense to Franchisor's claim for injunctive relief.

17.19 THE PARTIES ACKNOWLEDGE THAT IN THE EVENT THAT THE TERMS OF THIS AGREEMENT REGARDING TERMINATION OR EXPIRATION ARE INCONSISTENT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH LAW SHALL GOVERN THE FRANCHISEE'S RIGHTS REGARDING TERMINATION OR EXPIRATION OF THIS AGREEMENT.

17.20 Franchisee acknowledges and agrees that in addition to, and not in lieu of, all other remedies or rights that Franchisor might otherwise have by virtue of Franchisee's breach of this Agreement, Franchisee must reimburse Franchisor for all attorneys' fees, costs, and expenses (and interest on such fees, costs and expenses) Franchisor incurs to enforce the terms of this Agreement or any obligation owed to Franchisor by Franchisee, including but not limited to amounts incurred in connection with preparation of default notices and related correspondence.

18. NOTICES

Any notice of default under this Agreement shall be delivered personally or by courier to the appropriate location. Any other notice, request, demand, approval, consent or other communication which the parties hereto may be required or permitted to be given hereunder shall be in writing and may be given to the party for whom it is intended by personal delivery, facsimile transmission or delivering it to such party by mailing it by prepaid registered mail, in the case of Franchisor to:

To Franchisor:

Renew Crew Franchising Corporation
2924 Emerywood Parkway, Suite 101
Richmond, Virginia 23294
Attention: Chairman and CEO

with a copy to:

Gray Plant Mooty
80 South Eighth Street, Suite 500
Minneapolis, Minnesota 55402
Attention: Kirk W. Reilly

To Franchisee:

_____
_____
_____
Attention:_____

with a copy to:

_____
_____
_____
Attention:_____

Any such notice or other document delivered personally, by electronic mail, or by facsimile transmission shall be deemed to have been received by and given to the addressee on the day of delivery and any such other notice or other document mailed as aforesaid, shall be deemed to have been received by and given to the addressee on the 3rd business day following the date of mailing. Any party may at any time give notice in writing to any other party of any change of address.

19. ARBITRATION

19.1 Except as otherwise provided in this Section, any controversy or dispute arising out of, or relating to the franchise or this Agreement including, but not limited to, any claim by Franchisee or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, or termination of, this Agreement or any other agreement entered into by Franchisor, or its subsidiaries or Affiliates, and Franchisee, any claim against a past or present employee, officer, director, member, shareholder or agent of Franchisor; any claim of breach of this Agreement; and any claims arising under State or Federal laws, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. "**Persons in privity**" with or claiming through, on behalf of or in the right of Franchisee include but are not limited to, spouses and other family members, heirs, executors, representatives, successors and assigns. Subject to this Section, the right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held in Richmond, Virginia. However, arbitration will not be required to be used for any dispute which involves Franchisee's post termination or expiration use of any of the Marks, System, Confidential Information or Trade Secrets, or Franchisor's right to seek injunctive relief as provided in Section 17.18.

19.2 The single arbitrator shall be selected from a panel of neutral arbitrators provided by the American Arbitration Association and shall be chosen by the striking and ranking method. The arbitrator must have at least five years' experience in franchise law. The fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts and to the propriety of venue of such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have concerning such matters.

19.3 The parties agree that any arbitration arising out of a dispute relating to this Agreement is only a matter between Franchisor and Franchisee and no other franchisees. Franchisee agrees not to join or attempt to join other franchisees or licensees or person in privity with or claiming through, or on behalf of, Franchisee.

20. MISCELLANEOUS

20.1 Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), the Federal Arbitration Act, or other applicable federal law, this Agreement shall be interpreted under the laws of the Commonwealth of Virginia, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the Commonwealth of Virginia, which laws shall prevail in the event of any conflict of law. The parties agree that the Virginia Retail Franchising Act, or any other state law or regulation applicable to the offer or sale of franchises or the franchise relationship, will not apply unless the jurisdictional provisions are independently met. Franchisee waives, to the fullest extent permitted by law, the rights and protections provided by the Virginia Retail Franchising Act. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee, its officers or directors and Franchisor, its officers, directors, shareholders, members, employees or Affiliates both parties agree that the venue for disputes between them shall be in the Commonwealth of Virginia and each waive any objection either may have to the personal jurisdiction of or venue in the Commonwealth of Virginia. However, Franchisor reserves the right to file any claims it may have against Franchisee in the federal or state court where the Business is located. Franchisee irrevocably submits to the jurisdiction of such courts and waives any objection Franchisee may have to either the jurisdiction or venue in such courts described in this Section.

20.2 All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein; all partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

20.3 If either party institutes a legal proceeding, including court proceedings or arbitration, and prevails entirely or in part in any action at law or in equity against the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses (and interest on such fees, costs and expenses) in connection with any action at law.

20.4 No failure, forbearance, neglect or delay of any kind on the part of Franchisor in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish Franchisor's right to strictly enforce and take full benefit of each provision of this Agreement at any time, whether at law for damages, in equity for injunctive relief or specific performance, or otherwise. No custom, usage or practice with regard to this Agreement by Franchisee or Franchisor's other franchisees shall preclude the strict enforcement of this Agreement in accordance with its literal terms. No waiver by Franchisor of performance of any provision of this Agreement shall constitute or be implied as a waiver of Franchisor's right to enforce that provision at any future time. No interpretation, change, termination or waiver of any provision of this Agreement, and no consent or approval under this Agreement, shall be binding upon Franchisee or Franchisor or effective unless in writing signed by Franchisee and Franchisor's Chief Executive Officer, President or Vice President, except that a waiver need be signed only by the party waiving.

20.5 This Agreement, together with any written related agreements, all Exhibits, Attachments, addenda, and that certain Acknowledgement Addendum signed contemporaneously with this Agreement, constitutes the entire understanding and agreement between Franchisee and Franchisor and supersedes all prior understandings, whether oral or written, pertaining to this Agreement, License, System or Business. Nothing in the Agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee.

20.6 The headings of the sections hereof are for convenience only and do not define, limit or construe the contents of the sections of such Sections or other Sections. The term "**Franchisee**" as used herein is applicable to one or more persons, a corporation, limited liability company, a partnership or other business entity, as the case may be, and the singular usage (where applicable) includes the plural and the masculine and neuter usages (where applicable) include the other and the feminine, and the terms "include" and "including" also include the meaning "including without limitation." The term Lease shall include a sublease, and a renewal or extension of a lease or sublease. Time shall be of the essence of this Agreement and of every part thereof.

20.7 When calculating the date upon which or the time within which any act is to be done pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded; if the last day of such period is a non-business day, the period in question shall end on the next business day. Time shall be of the essence of this Agreement and of every part thereof.

20.8 Neither party hereto shall be liable for any loss or damage due to any delay in the due performance of the terms hereof (except for the payment of money) by reason of strikes, lockouts and other labor relations, fires, riots, wars, embargoes and civil commotion, or acts of God ("**Force Majeure Event**"). Any such delay shall extend performance only so long as such event is in progress except such Force Majeure Event will not affect or change Franchisee's obligation to pay Monthly Branding Royalty and National Branding & Marketing Fees when due. Notwithstanding the foregoing, if there is a Force Majeure Event, Franchisor, may in its sole discretion, elect to waive the Monthly Branding Royalty and National Branding & Marketing Fees during the period of delay caused by the Force Majeure Event or such shorter period.

20.9 Franchisee shall execute and deliver such further instruments, contracts, forms and other documents, and shall perform such further acts, as may be necessary or desirable, to carry out, complete and perform all terms, covenants and obligations herein contained. Franchisee hereby irrevocably appoints Franchisor as his attorney, and hereby empowers him to execute such instruments regarding the Marks for and in Franchisee's name in order to give full effect to Sections 10, 12, 15, and 17 of this Agreement. Franchisee hereby declares that the powers of attorney herein granted may be exercised during any subsequent legal incapacity on its part.

20.10 This Agreement shall be binding upon, and subject to Section 15 hereof, shall inure to the benefit of, Franchisee's successors and permitted assigns.

20.11 This Agreement may only be modified or amended by a written document executed by Franchisee and Franchisor. Franchisee acknowledges that Franchisor may modify its standards and specifications and operating and marketing techniques set forth in the Manual unilaterally under any conditions and to the extent in which Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks, and the quality of the System, but under no circumstances will such modifications be made arbitrarily without such determination. Notwithstanding anything herein to the contrary, Franchisor shall have the right unilaterally to reduce the scope of any covenants of Franchisee contained in this Agreement upon notice to Franchisee, whereupon Franchisee shall comply therewith as so modified.

20.12 From time to time, Franchisor shall have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are agents of Franchisor or independent contractors which Franchisor has contracted with to provide such services. Franchisee agrees in advance to any such delegation by Franchisor of any portion or all of its obligations and duties hereunder.

21. ACKNOWLEDGEMENT

BEFORE SIGNING THIS AGREEMENT, THE FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

THE FRANCHISEE ACKNOWLEDGES THAT:

1. NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY DISCLOSURE DOCUMENT SUPPLIED TO THE FRANCHISEE, IS BINDING ON THE FRANCHISOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

2. FRANCHISEE HAD A COMPLETE COPY OF THIS AGREEMENT, WITH ALL BLANKS FILLED IN, IN ITS POSSESSION FOR A PERIOD OF TIME NOT LESS THAN 7 FULL CALENDAR DAYS, DURING WHICH TIME THE FRANCHISEE HAD THE OPPORTUNITY TO SUBMIT SAME FOR PROFESSIONAL REVIEW AND ADVICE OF THE FRANCHISEE'S CHOOSING PRIOR TO FREELY EXECUTING THIS AGREEMENT. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE TIME AND OPPORTUNITY TO INVESTIGATE THE FRANCHISOR'S BUSINESS AND TO CONSULT WITH LEGAL AND FINANCIAL ADVISORS OF ITS CHOICE.

3. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE SYSTEM AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT AND ITS SUCCESS INVOLVES SUBSTANTIAL BUSINESS RISK AND WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS. FRANCHISEE HEREBY ASSUMES THE RESPONSIBILITY FOR ITS SUCCESS OR FAILURE OF THE BUSINESS VENTURE.

4. FRANCHISOR HAS NOT PROVIDED ANY STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION OF ACTUAL, AVERAGE, PROJECTED, FORECASTED OR POTENTIAL PURCHASES, SALE, COST, EARNINGS, INCOME OR PROFITS TO FRANCHISEE.

5. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY ASSURANCE, WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, EARNINGS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

This entire Agreement, including corrections, changes, and all attachments and addenda, will only be binding upon Franchisor when executed or initialed by Franchisor's authorized representative.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above set forth.

RENEW CREW FRANCHISING CORPORATION

Date:_____ By:_____
Title: Chairman and Chief Executive Officer

FRANCHISEE:

_____

Date:_____ _____
Individually

OR:
(if a corporation or partnership)

_____
Company Name

Date:_____ By:_____

Title:_____

ATTACHMENT A

TO FRANCHISE AGREEMENT

1. Territory.

The Territory set forth in Section 4.1 of the Agreement shall be: _____
_____.

The Territory shall be designated either a Standard Territory or Micro Market Territory as indicated below:

_____ Standard Territory

_____ Micro Market Territory

2. Initial Franchise Fee. Franchisee shall pay to Franchisor an initial franchise fee of $_____, due and payable at the time of execution of the Agreement.

3. Operational Start Date: The parties agree that the "Operational Start Date" for the franchise shall be the earlier of: (a) the date that Franchisee begins operation of its Business; or (b) _____, 20_____. Franchisee's obligations to make the Monthly Branding Royalty and the National Branding & Marketing Fee shall commence on the Operational Start Date, even if Franchisee has not yet begun operating its Business.

4. Abatement Period (if any): The Minimum Monthly Branding Royalty shall be abated during the following seasonal periods, if any: _____

FRANCHISOR:	**FRANCHISEE:**
RENEW CREW FRANCHISING CORPORATION	
By:_____	By:_____
Title: Chairman and Chief Executive Officer	Title:_____

ATTACHMENT B
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Franchise Agreement executed between _____ and Renew Crew Franchising Corporation ("**Franchisor**") on _____ _____, 20_____ ("**Agreement**") each of the undersigned hereby personally and unconditionally:

1. Guarantees to Franchisor and its successors and assigns, for the Initial Term, including any Interim Period thereof, that _____ ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and

2. Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including but not limited to the terms of Section 14.

Each of the undersigned waives the following:

1. Acceptance and notice of acceptance by Franchisor of the foregoing undertaking;

2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

4. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability; and

5. Any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that:

6. His or her direct and immediate liability under this guaranty shall be joint and several;

7. He or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

8. Such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

9. Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the Initial Term, including any Interim Period thereof.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

WITNESS	**GUARANTOR(S)**
_____	_____
_____	_____
_____	_____
_____	_____

ACKNOWLEDGMENT

Franchisee, and its shareholders and partners, as applicable, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED on this _____ day of _____ 20_____.

FRANCHISOR:

RENEW CREW FRANCHISING CORPORATION

By:_____
Its: Chairman and Chief Executive Officer

FRANCHISEE:

_____

By:_____

Its_____

_____
an Individual

_____
an Individual

ATTACHMENT C
TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee:_____

Trade Name (if different from above):_____

Form of Ownership
(Check One)

___ Individual ___ Partnership ___ Corporation ___ Limited Liability Company

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

_____

_____

_____

Franchisee acknowledges that this Statement of Ownership applies to the Exterior Cleaning and Protection Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

_____ _____

Date Name

ATTACHMENT D
TO FRANCHISE AGREEMENT

BY AND BETWEEN RENEW CREW FRANCHISING CORPORATION
AND
_____ ("FRANCHISEE")

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)

The undersigned depositor ("**Depositor**") hereby authorizes Renew Crew Franchising Corporation ("**Company**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") to debit such account pursuant to Company's instructions.

Depositor's Business Name	Bank Name
Depositor's Business Address	City, State, Zip Code
Bank Transit/ABA Number	Account Number

This authority is to remain in full force and effect until Depository has received joint written notification from Company and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity on which to act. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if (a) within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

Depositor – Franchisee	**Depository – Franchisor**
By:_____	By:_____
Title:_____	Title: Chairman and Chief Executive Officer
Date:_____	Date:_____

ATTACHMENT E
TO FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS AND TELEPHONE LISTINGS AND INTERNET ADDRESSES

THIS ASSIGNMENT is entered into this _____ day of _____ 20_____, in accordance with the terms of the Renew Crew Franchising Corporation Franchise Agreement ("**Franchise Agreement**") between _____ ("**Franchisee**") and Renew Crew Franchising Corporation ("**Franchisor**"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate an Exterior Cleaning and Protection Business located at _____.

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**") and (2) those certain Internet website addresses ("**URLs**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Exterior Cleaning and Protection Business, as defined in the Franchise Agreement, at the address provided above. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and/or Franchisee's internet service provider ("**ISP**") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without the extension of Franchisee's rights to operate the Exterior Cleaning and Protection Business), Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings and the URLs, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers and Listings and URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers and Listings and URLs, and Franchisee irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers and Listings and URLs to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers and Listings and URLs to Franchisor, Franchisor shall direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers and Listings and URLs upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the

assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

ASSIGNEE:	**ASSIGNOR:**
RENEW CREW FRANCHISING CORPORATION	_____
By:_____	By:_____
Its: Chairman and Chief Executive Officer	Its:_____

ATTACHMENT F
TO FRANCHISE AGREEMENT

SAMPLE RELEASE AGREEMENT
ACKNOWLEDGMENT OF TERMINATION AND RELEASE AGREEMENT

This Acknowledgment of Termination and Release Agreement ("**Agreement**") is entered into this _____ day of _____ 20_____, between RENEW CREW FRANCHISING CORPORATION ("**Franchisor**") and _____ ("**Franchisee**"). Franchisee and Franchisor will collectively be referred to herein as the "**Parties**."

RECITALS

WHEREAS, Franchisor and Franchisee entered into that certain franchise agreement ("**Franchise Agreement**") dated _____, 20_____, in which Franchisor granted Franchisee the right to operate an Exterior Cleaning and Protection Business in the authorized territory ("**Authorized Territory**") described in Attachment A of the Franchise Agreement; and

WHEREAS, on _____, 20_____, Franchisee's rights under the terms of the Franchise Agreement were terminated ("**Termination**").

WHEREAS, the Parties desire to enter into this Agreement for the purpose of acknowledging the Termination; acknowledging Franchisor's retention of all rights and remedies under the Franchise Agreement including, but not limited to, Franchisor's right to retain all Initial Franchise Fees, Monthly Branding Royalties, National Branding & Marketing Fees, and any other fees or sums paid to Franchisor or its Affiliates and right to audit Franchisee's books and records; and fully and finally resolving all legal and equitable claims, known or unknown, of Franchisee existing against Franchisor that were or could have been asserted by Franchisee in any action.

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

AGREEMENT

1. Acknowledgment of Termination. Franchisee acknowledges and agrees that all of its rights under the Franchise Agreement and ("**Franchise Documents**"), were fully and finally terminated on _____, 20_____. Franchisee agrees to abide by all provisions which expressly survive the Termination of the Franchise Documents, as more fully set forth in the Franchise Documents.

2. Release by Franchisee. As of the date of this Agreement, Franchisee does hereby compromise, settle, and absolutely, unconditionally, and fully release, discharge, and hold harmless for itself and each of its respective heirs, executors, administrators, representatives, successors, assigns, officers, members, managers, directors, shareholders, employees, partners, and Affiliates (as hereinafter defined) (collectively, the "**Franchisee Releasing Parties**"), Franchisor and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns, members, managers, and Affiliates (collectively, the "**Franchisor Released Parties**"), for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with Franchisee's Exterior Cleaning and Protection Business or the Franchise Documents or any other contractual relation between Franchisee and Franchisor and/or any Affiliate of Franchisor, which Franchisee Releasing Parties may have

had or may now have directly or indirectly against any or all of Franchisor Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the date hereof. Franchisee Releasing Parties further covenant and agree to never institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of Franchisor Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury either to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the date hereof.

3. Release by Franchisor. As of the date of this Agreement, the Franchisor Releasing Parties, hereby fully and forever unconditionally release and discharge Franchisee Released Parties for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with, as a result of, or in any way arising from or related to the Franchise Agreement or the franchise relationship created thereby, which the Franchisor Releasing Parties may have had or may now have directly or indirectly against any or all of the Franchisee Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the Effective Date. Franchisor Releasing Parties' release shall not apply to any monies owed to Franchisor or its Affiliates or Franchisee's obligations to comply with any provisions which expressly survive the termination of the Franchise Agreement, which obligations and covenants continue in full force and affect or to any other rights, obligations, and covenants contained in any other agreement between Franchisor and Franchisee. Except as set forth in the previous sentence, the Franchisor Releasing Parties further covenant and agree never to institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of the Franchisee Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the date of this Agreement.

4. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

5. Full Release. Except as is set forth in this Agreement, the Parties intend that this Agreement shall be effective as a full and final accord and satisfaction and release and shall extend to all matters, claims, demands, actions or causes of action of any kind or nature whatsoever which Franchisee Releasing Parties may have against Franchisor Released Parties or which Franchisor Releasing Parties may have against Franchisee Releasing Parties, subject to the limitations described in Section 3 above. The Parties acknowledge that they may hereafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of this Agreement but that, notwithstanding the foregoing, it is their intention hereby to fully, finally, completely and forever settle and release all matters, claims, demands, actions or causes of action, subject to the limitations described in Section 3 above, and that the release given herein shall be and remain irrevocably in effect as a full and complete general release notwithstanding the existence of any such additional or different facts.

6. No Coercion. The Parties acknowledge that they are freely and voluntarily entering into this Agreement, uncoerced by any person, and that they have been advised and afforded the opportunity to seek the advice of legal counsel of their choice with regard to this Agreement.

7. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall

be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

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

9. Amendments. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto.

10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

11. Jurisdiction. The Parties agree that any disputes relating to the enforcement of this Agreement will be governed by the dispute resolution provisions set out in the Franchise Agreement.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
RENEW CREW FRANCHISING CORPORATION	_____
By:_____	By:_____
Its:_____	Its:_____

ATTACHMENT G
TO FRANCHISE AGREEMENT

RENEW CREW FRANCHISING CORPORATION
SUCCESSOR ADDENDUM TO SUCCESSOR FRANCHISE AGREEMENT

This Successor Addendum ("**Successor Addendum**") to the Successor Franchise Agreement is made and entered into this ____ day of _____, 20_____, by and between Renew Crew Franchising Corporation ("**Franchisor**") and _____ ("**Franchisee**").

BACKGROUND

1. Franchisor and Franchisee entered into a Franchise Agreement dated _____, 20___ ("**Franchise Agreement**") pursuant to which Franchisee operates a Renew Crew Exterior Cleaning and Protection Business located in _____. ("**Franchised Business**").

2. The Franchise Agreement will expire by its own terms on _____, 20_____.

3. Franchisor and Franchisee intend to enter into a successor franchise agreement ("**Successor Franchise Agreement**") and desire to amend its terms by incorporating the terms of this Successor Addendum into the Successor Franchise Agreement.

AGREEMENT

1. **NO ADDITIONAL SUCCESSOR TERMS**. Franchisor and Franchisee acknowledge and agree that, notwithstanding Section 3 of the Successor Franchise Agreement, Franchisee has no rights to any additional successor terms upon the expiration or termination of the Successor Franchise Agreement. Franchisor, however, reserves the right to offer Franchisee additional successor terms.

2. **MINIMUM ANNUAL SALES QUOTA**. The table in **Section 4.6** is deleted in its entirety and replaced with the following table:

Year	STANDARD TERRITORY Yearly Gross Revenues	MICRO MARKET TERRITORY Yearly Gross Revenues
Successor Term	$250,000	$100,000

3. **FRANCHISE FEE, PREPAID MARKETING EXPENSE FEE, AND ROYALTIES. Section 5** is amended as follows:

A. **Section 5.1** is deleted in its entirety and replaced with the following:

> "5.1 The Franchisee shall pay the sum of _____ Dollars ($_____) plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring and non-refundable (subject to Section 5.2) successor franchise fee ("**Successor Franchise Fee**") per Territory to the Franchisor upon the execution of this Agreement. The Successor Franchise Fee shall be paid by means of certified funds on a bank check. The Successor Franchise Fee shall be deemed to have been fully earned by the Franchisor when paid."

4. **GUIDANCE AND COACHING AND ASSISTANCE. Sections 7.3(c), 7.3(f) and 7.5** are deleted in their entirety.

5. **FRANCHISEE'S DUTIES, OBLIGATIONS AND OPERATING STANDARDS. Section 8.2(a)** is deleted in its entirety.

6. **ATTACHMENT A.**

In **Section 2 of Attachment A**, the phrase "Initial Franchise Fee" is replaced with "Successor Franchise Fee" in both the heading and in the first sentence of this section.

7. **RELEASE OF CLAIMS**. As of the date of this Successor Addendum, in consideration for Franchisor entering into the Successor Franchise Agreement, Franchisee does hereby compromise, settle, and absolutely, unconditionally, and fully release, discharge, and hold harmless for itself and each of its respective heirs, executors, administrators, representatives, successors, assigns, officers, members, managers, directors, shareholders, employees, partners, and affiliates (collectively, the "**Franchisee Releasing Parties**"), Franchisor and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns, members, managers, and Affiliates (collectively, the "**Franchisor Released Parties**"), for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with Franchisee's Exterior Cleaning and Protection Business or the Franchise Agreement or any other contractual relation between Franchisee and Franchisor and/or any Franchisor Released Parties, which Franchisee Releasing Parties may have had or may now have directly or indirectly against any or all of Franchisor Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the date hereof. Franchisee Releasing Parties further covenant and agree to never institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of Franchisor Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury either to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the date hereof.

8. **MISCELLANEOUS.** This Successor Addendum will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns. Any terms not defined in this Successor Addendum have the meaning given to the terms in the Successor Franchise Agreement.

9. **NO FURTHER CHANGES.** Except as specifically provided in this Successor Addendum, all of the terms, conditions and provisions of the Successor Franchise Agreement will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed this Successor Addendum as of the date first above written.

FRANCHISEE:	**FRANCHISOR:**
_____	**RENEW CREW FRANCHISING CORPORATION**
By: _____	By: _____
Its: Chairman and Chief Executive Officer	Its: _____

EXHIBIT C

RENEW CREW FRANCHISING CORPORATION
SAMPLE FORM OF DEVELOPMENT AGREEMENT

RENEW CREW
DEVELOPMENT AGREEMENT

_____
FRANCHISEE

_____
DATE OF AGREEMENT

_____
STD 2019 MUD

RENEW CREW
DEVELOPMENT AGREEMENT

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RENEW CREW®
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 20_____, between RENEW CREW FRANCHISING CORPORATION, a Delaware corporation, having its principal place of business at 2924 Emerywood Parkway, Suite 101, Richmond, Virginia 23294 ("Franchisor"), and _____, a _____ _____ formed and operating under the laws of the state of _____, or _____, an individual, and having its principal place of business at _____("Franchisee").

INTRODUCTION

A. Franchisor has developed and owns a system (the "System") relating to the standards, systems, concepts, identifications, methods, and procedures developed or used by Franchisor in the establishment, development and operation of businesses providing a full offering of cleaning, restoration and protection services for exterior surfaces, made of a wide variety of natural and manufactured materials, including decking, fencing, siding, walkways, patios, hardscapes, driveways, windows, roofing and gutters for both residential and commercial use.

B. Franchisor's affiliate, Outdoor Living Brands Intellectual Property Corporation ("OLBIPC") is the owner of the RENEW CREW trademark and other trademarks, domain names, service marks, logos and commercial symbols (the "Marks") used in operating the System.

C. Franchisor grants to qualified individuals the right and obligation to establish, own and operate more than one RENEW CREW business within a defined geographic area pursuant to a development schedule.

D. Franchisee desires to obtain the right and obligation to develop and operate RENEW CREW businesses using the System within a defined geographic area.

AGREEMENTS

In consideration of the mutual covenants and agreements stated below, the parties agree as follows:

1. REFERENCES AND DEFINITIONS

A. Business. "Business" means the business operations conducted or to be conducted by Franchisee consisting of a business offering cleaning, restoration and protection services for exterior surfaces made of a wide variety of natural and manufactured materials, including decking, fencing, siding, walkways, patios, hardscapes, driveways, windows, roofing and gutters for both residential and commercial use.

B. Confidential Information. "Confidential Information" means the methods, techniques, formats, marketing and promotional techniques and procedures, specifications, information, trade secrets, systems and knowledge of and experience in the operation and franchising of RENEW CREW businesses that Franchisor communicates to Franchisee or that Franchisee otherwise acquires in operating Businesses under the System. Confidential Information does not include information, processes or techniques which are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by Franchisee.

C. Designated Area. "Designated Area" means the geographic area described in Exhibit A.

D. Development Schedule. "Development Schedule" means the period of time and cumulative number of Businesses Franchisee must open and operate as established in the Development Schedule (Exhibit B to this Agreement).

E. Designated Territories. "Designated Territories" means the geographic areas within the Designated Area described in Exhibit A.

E. Franchise Agreement. "Franchise Agreement" means the then-current form of agreements (including franchise agreement and any exhibits, and other documents referenced therein) Franchisor customarily uses in granting franchises to own and operate a RENEW CREW business. Franchisee acknowledges that the Franchise Agreement attached as Exhibit D is the current form of Franchise Agreement and Franchisor has the right modify the standard form of Franchise Agreement customarily used in granting a RENEW CREW franchise which may provide for different fees.

F. Principal Owner. "Principal Owner" means any person or entity who directly or indirectly owns a five percent (5%) or greater interest in Franchisee. If any corporation or other entity other than a partnership is a Principal Owner, a "Principal Owner" also will mean each shareholder or owner of a five percent (5%) or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a "Principal Owner" also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a five percent (5%) or greater interest in such general partner. If Franchisee is one or more individuals, each individual will be deemed a Principal Owner of Franchisee.

2. USE OF SYSTEM

Franchisee acknowledges, and does not contest, Franchisor's exclusive ownership and rights to each and every aspect of the System, as Franchisor may, in the future, modify or further develop. Franchisee's right to use the System is specifically limited to the provisions of this Agreement and the Franchise Agreements for individual Businesses executed by the parties hereto.

3. FRANCHISEE'S REPRESENTATIONS

Franchisee represents and warrants that neither Franchisee nor any affiliated entity is in default under any existing franchise agreement between Franchisee and Franchisor or any of Franchisee's affiliated entities.

4. DEVELOPMENT RIGHTS AND OBLIGATIONS

A. Term of Agreement/Reservation of Rights. Subject to earlier termination as provided herein, this Agreement is for a term commencing on the date executed and expiring on the last day of the last scheduled Business opening as stated in the Development Schedule. Franchisee acknowledges and agrees that Franchisor and its affiliates have the rights, without any compensation to Franchisee, to: (i) sell within and outside the Designated Area any products or services under trademarks other than the Marks; (ii) grant other franchises or develop and operate company or affiliate owned RENEW CREW businesses anywhere outside of the Designated Area; (iii) sell within and outside the Designated Area products or services under the Marks through any separate service concept the primary service mark of which will not be the Marks; and (iv) sell within and outside the Designated Area products or services under the Marks through other channels of distribution, including the Internet (or any similar form of electronic commerce developed in the future).

B. Rights During Development Periods. If Franchisee is in full compliance with the conditions contained in this Agreement, including the satisfaction of all development obligations as stated in Exhibit B and Section 6, and is in full compliance with all obligations under each Franchise Agreement entered into between Franchisee and Franchisor for individual Businesses; then, during the term of this Agreement, Franchisor will: (i) grant franchises to Franchisee to own and operate Businesses located within the Designated Territories; and (ii) not operate (directly or through an affiliate), nor grant a franchise to a third party to operate, any RENEW CREW businesses within the Designated Area, except franchises granted to Franchisee or as described in Section 4(A). If Franchisee fails to comply with the Development Schedule, Franchisor may terminate this Agreement under Section 14 below or grant individual or multiple unit franchises within the Designated Area to third parties.

C. Development Obligations. During the term of this Agreement, Franchisee will honestly and diligently perform Franchisee's obligations and continuously exert Franchisee's best efforts to promote and enhance the development of RENEW CREW businesses within the Designated Area. Franchisee agrees to open and continue to operate the cumulative number of Businesses as required in the Development Schedule.

D. Extension Fee. If Franchisee cannot comply with the Development Schedule, Franchisee may request in writing that Franchisor approves an extension of up to six (6) months of the time in which Franchisee must open a Business. Franchisee must pay Franchisor a non-refundable extension fee of Five Thousand Dollars ($5,000) when Franchisee requests an extension to the Development Schedule for any Business. If Franchisor grants such an extension, the extension will be limited to the period permitted by Franchisor not to exceed six (6) months. Franchisee will not receive more than one (1) extension per Business (whether under this Agreement or the Franchise Agreement governing the Business).

5. BUSINESS CLOSINGS

A Business which has permanently ceased operations with Franchisor's approval after having been open is deemed open and in operation for purposes of the Development Schedule if a replacement Business is open and in operation within six (6) months from the date of closing. A replacement Business does not otherwise count toward quotas.

6. GRANT OF FRANCHISES TO FRANCHISEE

Subject to the provisions of Sections 3, 4 and 5 of this Agreement, Franchisor agrees to grant franchises to Franchisee to operate Businesses located in the Designated Territories under the following conditions:

A. Standards. Franchisee meets Franchisor's then-current standards for new RENEW CREW businesses. Further, Franchisee and each affiliated entity must be in good standing under each agreement with Franchisor and its affiliates, including meeting all operational standards respecting existing RENEW CREW Businesses operated by Franchisee or an affiliated entity.

B. Financial Capability Criteria. Franchisee meets the standard financial capability criteria developed by Franchisor. To this end, Franchisee must furnish to Franchisor financial statements and other information regarding Franchisee and the development and operation of the proposed Business (including pro forma statements and investment and financing plans for the proposed Business) and the operation of any of Franchisee's other Businesses within the Development Area as Franchisor reasonably requires. At a minimum, Franchisor will require that Franchisee meet Franchisor's then-current liquid asset requirements for new RENEW CREW franchisees.

C. Franchise Agreement. Franchisee (and its Principal Owners (if any)) must sign the Franchise Agreement for a specific Business to be operated within a specific Designated Territory at least thirty (30) days prior to the date by which Franchisee must open the Business pursuant to the Development Schedule.

7. MULTIPLE UNIT TERRITORY FEE

Upon execution of this Agreement, Franchisee must pay to Franchisor, as a nonrefundable "Territory Fee," the sum of Ten Thousand Dollars ($10,000) for each Business that Franchisee agrees to establish pursuant to the Development Schedule. The Territory Fee is deemed fully earned by Franchisor upon execution of this Agreement and is nonrefundable. In addition to the Territory Fee, Franchisee must pay Franchisor the then-current initial franchise fee, less any applicable initial franchise fee discounts, at the time Franchisee signs a Franchise Agreement for each RENEW CREW Business Franchisee develops pursuant to this Agreement. Franchisor will reduce the initial franchise fee Franchisee is required to pay to Franchisor for each of these Businesses by Five Thousand Dollars ($5,000), provided Franchisee is in compliance with the Development Schedule and not otherwise in default under this Agreement or any other agreement with Franchisor or Franchisor's affiliates. Franchisee must pay the then-current net initial franchise fee for a specific Business when Franchisee and Franchisor sign the Franchise Agreement for that Business.

8. SUPERIORITY OF INDIVIDUAL FRANCHISE AGREEMENT

All individual Franchise Agreements that Franchisee and Franchisor sign for Businesses within the Designated Area are independent of this Agreement. The continued effectiveness of any individual Franchise Agreement does not depend on the continued effectiveness of this Agreement. If any conflict arises between this Agreement and any individual Franchise Agreement as to any individual Business, the individual Franchise Agreement will control.

9. CONFIDENTIAL INFORMATION

Franchisee acknowledges and agrees that Franchisee does not acquire any interest in the Confidential Information, other than the right to use it in developing and operating Businesses pursuant to this Agreement, and that the use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. Franchisee acknowledges and agrees that the Confidential Information is proprietary and is disclosed to Franchisee solely on the condition that Franchisee agrees that it: (i) will not use the Confidential Information in any other business or capacity; (ii) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (iii) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form; (iv) will adopt and implement all reasonable procedures Franchisor directs to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to Business employees; and (v) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information.

The restrictions on Franchisee's disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent Franchisee is legally compelled to disclose this information, if Franchisee uses its best efforts, and provides Franchisor the opportunity to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

10. LICENSED MARKS

A. Ownership of Marks. Franchisee acknowledges that it has no interest in or to the Marks and any right to use the Marks is derived solely from the individual Franchise Agreements entered into between Franchisee and Franchisor. Franchisee agrees that all use of the Marks and any goodwill established exclusively benefits OLBIPC or Franchisor. Franchisee agrees that after termination or expiration of this Agreement, Franchisee will not, except with respect to Businesses operated by Franchisee under individual Franchise Agreements, directly or indirectly, identify itself or any business as a franchisee or former franchisee of, or otherwise associated with, Franchisor or use in any manner any Mark or trade dress of a Business or any colorable imitation thereof.

B. Limitations on Use of Marks. Franchisee must not use any Mark as part of any corporate or trade name in any modified form, or in any other manner not explicitly authorized in writing by Franchisor. Franchisee cannot use any Mark in any business or activity, other than the business conducted by Franchisee pursuant to individual Franchise Agreements.

C. Litigation. Franchisee must immediately notify Franchisor in writing of any apparent infringement of or challenge to Franchisee's use of any Mark, or claim by any person of any rights in any Mark or similar trade name, trademark, or service mark of which Franchisee becomes aware. Franchisee must not communicate with any person other than Franchisor and Franchisor's counsel regarding any infringement, challenge or claim. Franchisor may take any action it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Mark.

D. Restrictions on Internet and Website Use. Franchisor retains the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of a website using the Marks. Franchisee has the right to access Franchisor's website. Except as Franchisor may authorize in writing, however, Franchisee will not: (1) link or frame Franchisor's website; (2) conduct any business or offer to sell or advertise any products or services on the Internet (or any other existing or future form of electronic communication); (3) create or register any Internet domain name in connection with Franchisee's business; and (4) use any e-mail address which Franchisor has not authorized for use in operating a Business. Franchisee will not register, as Internet domain names any of the Marks now or hereafter owned by Franchisor or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar. Further, if Franchisee conducts any marketing, advertising and promotion on the Internet, including any social media or professional networking sites, to promote Franchisee's Business, then Franchisee must comply with Franchisor's social media policy (if any) and Franchisor's other written guidelines or procedures.

11. MANAGEMENT AND OWNERSHIP OF BUSINESS

A. Development Manager. Franchisee must designate a manager (the "Development Manager") who Franchisor approves and who will oversee the development and the day-to-day operations of the Businesses to be developed pursuant to this Agreement. The Development Manager must be a Principal Owner, unless Franchisor specifically waives this requirement in writing. The Development Manager must demonstrate, to Franchisor's satisfaction, that he/she satisfies Franchisor's managerial and business standards, has the aptitude and ability to operate and supervise a Business, and must comply with any obligations under the Franchise Agreements. Any Development Manager who has not attended and successfully completed Franchisor's required training program will be required to attend and successfully complete all or portions of Franchisor's training program as Franchisor requires. Unless Franchisor approves an additional manager that meets its criteria, the Development Manager will manage and operate

all of the Businesses to be developed pursuant to this Agreement. The Development Manager also may serve as the designated business manager for each Business developed under this Agreement.

B. Affiliated Entities. With Franchisor's prior written approval, Franchisee may establish affiliated entities to sign each Franchise Agreement and operate each Business. Unless Franchisor approves otherwise, each Principal Owner must own an identical voting and equity interest in any affiliated entity as the Principal Owner owns in Franchisee. Franchisee must provide Franchisor with any information that Franchisor reasonably requests in connection with any affiliated entity. If Franchisee establishes one or more affiliated entities pursuant to this Section, Franchisee will remain liable for all obligations and actions of such affiliated entities under a Franchise Agreement as though Franchisee executed such Franchise Agreement and agrees to execute a Guaranty Agreement or other documents as Franchisor deems necessary to carry out the intentions of this Section.

12. FRANCHISEE'S RECORDS AND REPORTS

Franchisee must furnish to Franchisor quarterly written reports regarding its progress on the development of Businesses. In addition, Franchisee must keep accurate financial records and other records relating to the development and operation of Businesses in the Designated Area. Franchisor may at all reasonable hours examine and make photocopies of all such records or request that Franchisee deliver, at its expense, such records to Franchisor. All records must be kept available for at least three (3) years after preparation.

13. RELATIONSHIP OF THE PARTIES

Franchisee and Franchisor are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party will obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

14. TERMINATION BY FRANCHISOR

A. Franchisee's Defaults – Curable. Franchisee will be in default and Franchisor may terminate this Agreement, effective thirty (30) days following Franchisee's receipt of written notice of termination, if any of the following breaches occur and Franchisee fails to cure such breach by the expiration of the notice period:

1. Franchisee fails to meet Franchisee's development requirements described in the Development Schedule;

2. Franchisee fails to comply with any other provision of this Agreement;

3. Franchisee or any of Franchisee's affiliates fails to comply with the provisions of any Franchise Agreement for the operation of a RENEW CREW Business;

4. Franchisee (or any of Franchisee's affiliates) fails to comply with the provisions of any other agreement between Franchisee (or any of Franchisee's affiliates) and Franchisor or Franchisor's affiliate; or

5. Franchisee fails to pay any amounts due Franchisor, Franchisor's affiliates or suppliers, including amounts due Franchisor for monthly branding fees.

B. Franchisee's Defaults – Non-curable. In addition to the rights of termination described in Section 14(A) above, Franchisor may terminate this Agreement without granting Franchisee any opportunity to cure the default, effective immediately upon written notice to Franchisee, if Franchisee or any Principal Owner:

1. fails on three (3) separate occasions within any period of twelve (12) consecutive months to comply with any provision of this Agreement, whether or not the failure to comply is corrected after notice is delivered to Franchisee;

2. makes an unauthorized assignment or transfer of this Agreement, any Franchise Agreement or an ownership interest in Franchisee;

3. makes any material misrepresentation or omission in its application for the development rights conferred by this Agreement, or any other information it subsequently provides to Franchisor during the term of this Agreement;

4. is convicted of, or pleads guilty to or no contest to a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes will injure the System, the Marks or the goodwill associated therewith, or if Franchisor has proof that Franchisee has committed such a felony, crime or offense;

5. makes any unauthorized use, disclosure or duplication of any portion of the confidential operations manual or any other Confidential Information provided Franchisee by Franchisor;

6. becomes insolvent because it cannot pay its debts as they mature or makes an assignment for the benefit of creditors or admits that it cannot pay Franchisee's obligations as they become due;

7. materially misuses or makes an unauthorized use of any Marks or commits any act which can reasonably be expected to materially impair or otherwise is prejudicial to the goodwill associated with any Marks;

8. develops or uses an unapproved website in connection with a RENEW CREW Business or otherwise conducts any unauthorized activity on the Internet in violation of Section 10(D) above;

9. violates a provision of this Agreement which is not curable;

10. any franchise agreement between Franchisee (or any of Franchisee's affiliates) and Franchisor or Franchisor's affiliate, including the Franchise Agreements, is terminated; or

11. if an immediate threat or danger to public health or safety results from the construction, maintenance or operation of a RENEW CREW Business.

C. Rights to Development on Termination. Upon termination of this Agreement, Franchisee has no right to establish or operate, directly or indirectly any individual Business for which an individual Franchise Agreement has not been executed by Franchisor and delivered to Franchisee at the time of termination. Franchisor may establish, and license others to establish, RENEW CREW businesses in the Designated Area, except as may be otherwise provided under any other agreement which has been executed between Franchisee and Franchisor.

D. Effect of Other Laws. The provisions of any valid, applicable law or regulation requiring permissible grounds, cure rights or minimum periods of notice for termination of this franchise will supersede any provision of this Agreement that is less favorable to Franchisee than such law or regulation.

15. EFFECT OF TERMINATION AND EXPIRATION

All obligations of Franchisee and Franchisor under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect after the expiration or termination of this Agreement and until they are satisfied in full or by their nature expire.

16. COVENANTS

A. In-Term Covenants. During the term of this Agreement:

1. Franchisee (including the Principal Owners) will not, during the term of this Agreement, directly or indirectly, either individually or in a partnership, corporation, limited liability company, joint venture or other business entity or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder, member, employee, partner or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed in any Business, any business operating in competition with an exterior cleaning and protection business or any business similar to a Business, without Franchisor's prior written consent. This does not apply to Businesses operated under Franchise Agreements granted by Franchisor, or to ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities.

2. During the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement, Franchisee may not, without Franchisor's prior written consent, directly or indirectly induce or attempt to induce any person to leave his or her employment with Franchisor or any other RENEW CREW franchisee.

B. Post-Term Covenant Not to Compete. For a period of two (2) years from the date of the termination or expiration of this Agreement, regardless of cause, Franchisee (and the Principal Owners) will not, directly or indirectly, either individually or in a partnership, corporation, limited liability company, joint venture or other business entity or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder, member, employee, or partner carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used in any Business: (1) in the Designated Area or another franchisee's territory; (2) within a ten (10) mile radius of the outside boundary of the Designated Area, or another franchisee's territory; or (3) within ten (10) miles of any Franchisor or affiliate owned Business. These restrictions stated in this Section 16(B) will not apply to Businesses operated by Franchisee under separate individual Franchise Agreements with Franchisor or the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of the class of securities.

17. ASSIGNMENT

A. By Franchisor. This Agreement is fully assignable by Franchisor and benefits any assignee or other legal successor to Franchisor's interests. Any such assignment will require the assignee to fulfill Franchisor's obligations under this Agreement.

B. Franchisee's Assignment Requiring Franchisor's Consent. Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee and that Franchisor has granted this Agreement in reliance upon Franchisee's individual or collective character, skill, aptitude, attitude, business ability, and financial capacity (or its Principal Owners). Neither this Agreement (or any interest), nor any part or all of Franchisee's ownership may be voluntarily, involuntarily, directly or indirectly, assigned, sold, subfranchised, or otherwise transferred by Franchisee or Franchisee's Principal Owners without Franchisor's prior written consent. Franchisor may impose conditions to any proposed transfer or assignment, including the following:

1. Franchisee (or any of Franchisee's affiliates) is in complete compliance with the terms of this Agreement and all other agreements between Franchisee (or any of Franchisee's affiliates) and Franchisor or any affiliate;

2. The proposed transferee must be approved by Franchisor as meeting Franchisor's then-current standards for new RENEW CREW franchisees;

3. The proposed transferee has completed Franchisor's training program;

4. Franchisee pays Franchisor a transfer fee equal to ten percent (10%) of the Territory Fee;

5. Franchisee (and each Principal Owner, if applicable) signs a general release, in form and substance satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates, current and former officers, directors, employees and agents, except to the extent limited or prohibited by applicable law.

Franchisor may expand upon, and provide more details related to, the conditions for transfer and Franchisor's consent as described in this Section 17(B), and may do so in the confidential operations manual or otherwise in writing.

Any assignment or transfer without Franchiser's prior written consent constitutes a breach and conveys no rights to or interests in this Agreement to an assignee.

C. Franchisor's Right of First Refusal to Purchase.

Franchisee may not sell, assign, trade, transfer, lease, sublease, or otherwise dispose of: (1) any interest in or any part of this Agreement, or (2) any controlling interest (whether through one or more related transactions) in Franchisee's business or the assets of Franchisee's business to any third party, without first offering the same to Franchisor in writing, at the same price and on the same terms as stated in the proposed third-party offer. Franchisee's written offer to Franchisor must contain all material terms and provisions of the proposed sale or transfer, including the total offer price.

Upon Franchisor's receipt of written notice specifying the proposed price and terms of a proposed sale or transfer of Franchisee's business or the controlling interest therein, Franchisor will give Franchisee written notice within forty-five (45) days whether Franchisor accepts the offer. The acceptance will be on the same price and terms set forth in the statement delivered to Franchisor; provided, however, Franchisor has the right to substitute equivalent cash for any noncash consideration included in the offer. If Franchisor waives its right to purchase or fails to accept the offer within the forty-five (45) day period, Franchisee may complete the sale or transfer of the business or interest according to the terms described in the written notice to Franchisor but not upon more favorable terms. If the terms of the proposed sale are materially changed or if Franchisee does not complete the proposed sale within ninety (90) days following Franchisor's waiver

of Franchisor's right to purchase (either by written notice or lapse of time as stated above), such modification of terms or lapse of time will be deemed a new proposal and Franchisor will again have such right of first refusal pursuant to this Section. Any such sale, transfer or assignment to a third party is subject to the provisions stated in Section 17 of this Agreement. Franchisor's nonacceptance of Franchisee's written offer will not affect or change Franchisee's obligations under this Agreement.

D. Guaranty. All Principal Owners of Franchisee which are a corporation, partnership or other entity will sign the Guaranty and Assumption of Obligations agreement in the form attached to this Agreement as Exhibit C. Any person or entity that at any time after the date of this Agreement becomes a Principal Owner of Franchisee under the provisions of this Section 17 or otherwise will, as a condition of becoming a Principal Owner, sign the Guaranty Agreement. Franchisee must furnish to Franchisor at any time upon reasonable request a certified copy of the Articles of Incorporation or Articles of Organization and a list, in a form Franchisor reasonably requires, of all shareholders or members of record and all persons having a beneficial interest in any corporation or other entity that is or becomes a Franchisee.

18. DISPUTE RESOLUTION

A. Arbitration. Except as otherwise provided in this Section, any controversy or dispute arising out of, or relating to the franchise or this Agreement including, but not limited to, any claim by Franchisee or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, or termination of, this Agreement or any other agreement entered into by Franchisor, or its subsidiaries or Affiliates, and Franchisee, any claim against a past or present employee, officer, director, member, shareholder or agent of Franchisor; any claim of breach of this Agreement; and any claims arising under State or Federal laws, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. "**Person in privity**" with or claiming through, on behalf of or in the right of Franchisee includes but is not limited to, spouses and other family members, heirs, executors, representatives, successors and assigns. Subject to this Section, the right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held in Richmond, Virginia. However, arbitration will not be required to be used for any dispute which involves Franchisee's use of any of the Marks, System, Confidential Information or Trade Secrets or any issue involving Franchisor's request for injunctive relief.

The single arbitrator shall be selected from a panel of neutral arbitrators provided by the American Arbitration Association and shall be chosen by the striking and ranking method. The arbitrator must have at least five years' experience in franchise law. The parties each shall bear all of their own costs of arbitration; however, the arbitrator's fees shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts and to the propriety of venue of such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have concerning venue and personal jurisdiction.

The parties agree that any arbitration arising out of a dispute relating to this Agreement is only a matter between Franchisor and Franchisee and no other franchisees. Franchisee agrees not to join or attempt to join other franchisees or licensees or person in privity with or claiming through, or on behalf of, Franchisee.

B. **PUNITIVE DAMAGES. FRANCHISEE AND FRANCHISOR (AND THEIR RESPECTIVE OWNERS AND GUARANTORS, IF APPLICABLE) AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.**

C. Jury Trial. Franchisee and Franchisor agree to waive, to the fullest extent permitted by law, any and all rights to a trial by jury in connection with any allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action, or any legal action initiated for the recovery of damages for breach of this Agreement.

D. Injunctive Relief. Notwithstanding Section 18(A) above, Franchisee recognizes that a single multiple unit franchisee's failure to comply with the terms of its agreement could cause irreparable damage to Franchisor and/or to some or all other RENEW CREW franchisees and multiple unit franchisees. Therefore, if Franchisee breaches or threatens to breach any of the terms of this Agreement, Franchisor will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until such time as a final and binding determination is made by the arbitrators.

E. Attorneys' Fees. The nonprevailing party will pay all costs and expenses, including reasonable attorneys' fees and interest on such costs and expenses, the prevailing party incurs in any action brought to enforce any provision of this Agreement or to enjoin any violation of this Agreement.

19. ENFORCEMENT

A. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable law or rule of any jurisdiction requires a greater prior notice period than is required hereunder, or if under any applicable law or rule of any jurisdiction, any provision of this Agreement is invalid or unenforceable, the prior notice required by such law or rule will be substituted for the notice requirements hereof, or such invalid or unenforceable provision will be modified to the extent required to be valid and enforceable. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions.

B. Waiver. Franchisee and Franchisor may by written instrument unilaterally waive any obligation of or restriction upon the other under this Agreement. No acceptance by Franchisor of any payment by Franchisee and no failure, refusal or neglect of Franchisor or Franchisee to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations hereunder, including any mandatory specification, standard or operating procedure, will constitute a waiver of any provision of this Agreement.

C. Cumulative Rights. The rights of Franchisee and Franchisor under this Agreement are cumulative and no exercise or enforcement by Franchisee or Franchisor of any right or remedy in this Agreement will preclude the exercise or enforcement by Franchisee or Franchisor of any other right or remedy in this Agreement or which Franchisee and Franchisor are entitled by law to enforce.

D. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), the Federal Arbitration Act, or other applicable federal

law, this Agreement shall be interpreted under the laws of the Commonwealth of Virginia, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the Commonwealth of Virginia, which laws shall prevail in the event of any conflict of law. The parties agree that the Virginia Retail Franchising Act, or any other state law or regulations applicable to the offer or sale of franchises or the franchise relationship, will not apply unless the jurisdictional provisions are independently met. Franchisee waives, to the fullest extent permitted by law, the rights and protections provided by the Virginia Retail Franchising Act. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between Franchisor and have agreed to select a forum in order to promote stability in Franchisor's relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee's officers or directors and Franchisor, Franchisor's officers, directors, shareholders, members, employees or affiliates both parties agree that the exclusive venue for disputes between them shall be in the Commonwealth of Virginia and each waive any objection either may have to the personal jurisdiction of or venue in the Commonwealth of Virginia.

E. Binding Effect. This Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns and successors in interest.

F. Consents. Whenever a party's consent or approval is required under this Agreement, such consent or approval will not be unreasonably withheld or delayed.

G. Entire Agreement. The "Introduction" section is a part of this Agreement which, together with exhibits, and that certain Acknowledgment Addendum signed contemporaneously with this Agreement, represents the entire agreement of the parties. This Agreement supersedes and terminates any prior oral or written understandings or agreements between Franchisee and Franchisor relating to the subject matter of this Agreement. Nothing in this Agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document Franchisor provided to Franchisee. No modification of this Agreement will be effective unless it is in writing and signed by Franchisee and Franchisor. If Franchisee consists of more than one individual, all individuals will be bound jointly and severally by the provisions of this Agreement.

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

1. Franchisor's Rights. Whenever this Agreement provides that Franchisor has a certain right, that right is absolute and the parties intend that Franchisor's exercise of that right will not be subject to any limitation or review. Franchisor has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement.

2. Franchisor's Reasonable Business Judgment. Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever it exercises Reasonable Business Judgment in making its decisions or exercising its rights. Franchisor's decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Franchisor's financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of RENEW CREW and the System.

20. INDEMNIFICATION

Franchisor has no liability for any sales, use, excise, income, gross receipts, property, or other taxes levied upon Franchisee or Franchisee's assets or upon Franchisor in connection with the business conducted by Franchisee, or any payments made by Franchisee to Franchisor under this Agreement or any Franchise Agreement. Franchisee agrees to indemnify Franchisor and Franchisor's subsidiaries, affiliates, stockholders, members, directors, officers, employees, agents and assignees against and to reimburse them for all obligations, damages, and taxes for which they are held liable and for all costs reasonably incurred by them in the defense of any claim brought against them or in any action in which they are named as a party, including reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses. Franchisor has the right to defend any claim against Franchisor. The indemnities and assumptions of liabilities and obligations continue in full force and effect after the expiration or termination of this Agreement.

21. ACKNOWLEDGEMENTS

A. Success of Franchised Business. The success of the business venture Franchisee intends to undertake under this Agreement is speculative and depends, to a large extent, upon Franchisee's (or the Principal Owner's) ability as an independent businessperson, and Franchisee's active participation in the daily affairs of the business as well as other factors. Franchisor does not make any representation or warranty, express or implied, as to the potential success of the business venture.

B. Independent Investigation. Franchisee acknowledges that Franchisee has entered into this Agreement after making an independent investigation of Franchisor's operations and not upon any representation as to gross revenues, volume, potential earnings or profits which Franchisee might be expected to realize, nor has anyone made any other representation, which is not expressly stated herein, to induce Franchisee to accept this franchise and execute this Agreement.

C. Receipt of Documents. Franchisee represents and acknowledges that Franchisee has received Franchisor's franchise disclosure document at least fourteen (14) days before the date of the execution of this Agreement. Franchisee represents that Franchisee has read this Agreement in its entirety and that Franchisee has been given the opportunity to clarify any provisions that Franchisee did not understand and to consult with any attorney or other professional advisor. Franchisee further represents that Franchisee understands the provisions of this Agreement and agrees to be bound.

D. Other Franchises. Franchisee acknowledges that other multiple unit franchisees of Franchisor have or will be granted franchises at different times and in different situations, and further acknowledges that the provisions of such franchises may vary substantially from those contained in this Agreement.

E. Potential Increases In Investment Requirements. Franchisee recognizes and acknowledges that this Agreement requires Franchisee to open additional Businesses in the future pursuant to the Development Schedule. Franchisee further acknowledges that the estimated expenses and investment requirements set forth in Items 6 and 7 of Franchisor's Franchise Disclosure Document are subject to increase over time, and that future Businesses that Franchisee operates may involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to Franchisee before Franchisee signed this Agreement.

22. NOTICES

All written notices and reports permitted or required to be delivered by the provisions of this Agreement are deemed so delivered at the time delivered by hand, one (1) business day after sent by a

recognized overnight delivery service which requires a written receipt, or three (3) business days after placed in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to be notified at the address stated herein or at such other address as may have been designated in writing to the other party.

The parties have signed this Agreement on the date stated in the first paragraph.

FRANCHISOR:

RENEW CREW FRANCHISING CORPORATION
a Delaware corporation

By:_____
Title: Chief Executive Officer

FRANCHISEE:

(If Franchisee is a corporation or limited liability company)

_____
Name of corporation or limited liability company

By:_____
Title:_____

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

_____
Franchisee

_____
Franchisee

_____
Franchisee

EXHIBIT A
TO DEVELOPMENT AGREEMENT

DESIGNATED AREA

This Exhibit is attached to and is an integral part of the RENEW CREW Development Agreement dated _____, 20_____, between Franchisee and Franchisor.

The Designated Area consists of all of the Designated Territories. The Designated Territories are described below or on an attached map. Franchisee will have the right to develop one Business in each Designated Territory pursuant to the Development Schedule.

_____
_____
_____
_____

APPROVED:

FRANCHISOR:

RENEW CREW FRANCHISING CORPORATION
a Delaware corporation

By:_____
Title: Chief Executive Officer

FRANCHISEE:

(If Franchisee is a corporation or limited liability company)

_____
Name of corporation or limited liability company

By:_____
Title:_____

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

_____
Franchisee

_____
Franchisee

_____
Franchisee

EXHIBIT B
TO DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

This Exhibit is attached to and is an integral part of the RENEW CREW Development Agreement dated _____, 20_____, between Franchisee and Franchisor.

1. Development Schedule.

Franchisee agrees to timely open the Businesses in compliance with the following development schedule:

BUSINESS NUMBER	DATE BY WHICH THE FRANCHISE AGREEMENT MUST BE SIGNED	DATE OF BUSINESS OPENING	CUMULATIVE NUMBER OF BUSINESSES TO BE OPENED

APPROVED:

FRANCHISOR:

RENEW CREW FRANCHISING CORPORATION
a Delaware corporation

By:_____
Title: Chief Executive Officer

FRANCHISEE:

(If Franchisee is a corporation or limited liability company)

_____
Name of corporation or limited liability company

By:_____
Title:_____

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

_____
Franchisee

_____
Franchisee

_____
Franchisee

EXHIBIT C
TO DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Development Agreement executed between _____ and RENEW CREW FRANCHISING CORPORATION ("**Franchisor**") on _____, 20___ ("**Agreement**") each of the undersigned hereby jointly and severally, personally and unconditionally:

1. Guarantees to Franchisor and its successors and assigns that _____ ("**Franchisee**") will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and

2. Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Development Agreement.

Each of the undersigned waives the following:

1. Acceptance and notice of acceptance by Franchisor of the foregoing undertaking;

2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

4. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability; and

5. Any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that:

6. His or her direct and immediate liability under this guaranty shall be joint and several;

7. He or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

8. Such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

9. Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Development Agreement.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Development Agreement was executed.

WITNESS	**GUARANTOR(S)**
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT D
TO DEVELOPMENT AGREEMENT

RENEW CREW FRANCHISE AGREEMENT

(Current Form)

EXHIBIT D

RENEW CREW FRANCHISING CORPORATION
LIST OF FRANCHISEES AND FRANCHISEES WHO HAVE LEFT THE SYSTEM

LIST OF FRANCHISEES
Current as of December 31, 2018

Arkansas

Jack & Sandy Bowen
13601 Windsor Drive
Little Rock, AR 72212
(501) 982-9663

Kevin McVey
2231 Lowell Road
Springdale, AR 72764
(479) 659-9663

California

Riley Banderet
PO Box 235
Morro Bay, CA 93442
(559) 375-0205

Ed Rahmer & Eric Christenson (3 locations)
10 Westwood Drive
Novato, CA 94945
(415) 299-0387

Colorado

Richard Pinkney
2317 Cactus Bloom Court
Castle Rock, CO 80109
(719) 440-4097

Georgia

Todd Barton (5 locations)
1126 Zimmer Drive
Atlanta, GA 30306
(404) 295 – 6553

Illinois

Dwayne & Patty Atherton
57 Eichhorn Road
Spring Bay, IL 61611
(309) 822-8575

Kansas

Matt McPherson & Bret Sanford
681 N. 1495 Road
Lawrence, KS 66049
(785) 887-6100

Wayne Howe
920 E. Cothrell
Olathe, KS 66061
(913) 661-9663

Missouri

Rob Howat
3305 W. Devonshire
St. Joseph, MO 64506
(816) 233-9663

Jerry Lesh – 2 locations
3107 E Chestnut Expressway
Springfield, MO 65802
(417) 865-9663

Nebraska

Dean Ritchey
3320 Scottsdale Lane
Lincoln, NE 68516
(402) 890-1798

New Hampshire

Shawn Garside
13 Alyssa Drive
Derry, NH 03038
(978) 427-2237

North Carolina

Chris Miller - 3 locations
1027 Umstead Hollow Place
Carey, NC 27513
(919) 850-3434

James Kenworthy
7935 Sanderling Place
Wilmington, NC 28411
(910) 681-1248

Ohio

Mike Lear
2293 Salbuck Ave
Hilliard, OH 43026
(614) 557-3427

Texas

Todd and Mandy Barnett
434 Grand Prairie Lane
Azele, TX 76020
(620) 640- 3676

Kris Schweitzer
1501 South Loop 288
Suite 104-199
Denton, TX 76205
(410) 903-8899

Greg Murphy
1410 Monarch Way
Southlake TX 76092
(817) 726-2610

Virginia

Tim Wright
7881 Stonewall Pl
Amelia, VA 23002
(804) 561-6777

FRANCHISEES THAT HAVE LEFT THE SYSTEM:

The following is a list of franchisees who have left the system between January 1, 2018 and December 31, 2018 as a result of termination, non-renewal, ceased operations, or the sale of their business and transfer of their franchise rights.

Jeff and Kim Young – Mutual Termination
Colorado Springs, CO
(719) 598 – 8956

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

EXHIBIT E

RENEW CREW FRANCHISING CORPORATION
LIST OF STATE AGENCIES / AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Business Oversight Department of Business Oversight	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau, Franchise Section	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Department of State	1 Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance - Securities Regulation	124 South Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	Virginia State Corporation Commission Division of Securities and Retail	1300 East Main Street, 9th Floor Richmond, VA 23219-3630
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT F

RENEW CREW FRANCHISING CORPORATION
STATE-SPECIFIC ADDENDUM

CALIFORNIA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of California and is intended to comply with California statutes and regulations.

1. 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. Item 3. In addition to the information required by Item 3, neither Renew Crew (Renew Crew Franchising Corporation), nor any person in Item 2 of the disclosure document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

3. Item 17. Item 17 of the disclosure document has the following additional provisions:

(a) California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

(b) Any proposed termination of the Franchise Agreement for bankruptcy may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Section 101 et seq.)

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

(d) The Franchise Agreement requires binding arbitration to be conducted in at such location as the parties mutually agree to in writing and, if the parties cannot agree, then in offices of the American Arbitration Association, or its successor, closest to RENEW CREW. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

4. 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.

5. Renew Crew's web site is found at www.renewcrewclean.com.

RENEW CREW'S WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum relates to franchises sold in California and is intended to comply with California statutes and regulations. In consideration of the execution of the Franchise Agreement, Renew Crew Franchising Corporation and Franchisee agree to amend the Franchise Agreement as follows:

1. Sections 3.1(i) and 15.7(c) of the Franchise Agreement, and Section 8 of the Successor Addendum require Franchisee to sign a general release of claims. This provision may not be enforceable under California law.

2. Section 19 of the Franchise Agreement requires binding arbitration in Richmond, Virginia. This provision may not be enforceable under California law.

3. Section 20 of the Franchise Agreement requires application of the laws of Virginia. This provision may not be enforceable under California law.

4. Section 14.2 of 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.

5. California Business and Professions Code 20000 through 20043 provides rights to Franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

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

RENEW CREW FRANCHISING CORPORATION:

By_____

Its _____

FRANCHISEE:

By_____

By_____

ILLINOIS ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Illinois and is intended to comply with Illinois statutes and regulations.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the Franchise Agreement.

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

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

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

ILLINOIS ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Franchise Agreement.

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

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

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

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

RENEW CREW FRANCHISING CORPORATION:	**YOU:**
By_____	By_____
Its _____	
	By_____

ILLINOIS ADDENDUM TO

DEVELOPMENT AGREEMENT

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. Notwithstanding anything to the contrary contained in the Development Agreement, to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Development Agreement.

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

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

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Development Agreement. In the event of any conflict between this Addendum and the Development Agreement, the terms and conditions of this Addendum shall apply.

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

RENEW CREW FRANCHISING CORPORATION:	**YOU:**
	By_____
By_____	
Its _____	
	By_____

MINNESOTA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Minnesota and is intended to comply with Minnesota statutes and regulations.

1. Item 13. Item 13 of the disclosure document is amended to include the following language:

> Renew Crew will indemnify you for damages for which you are held liable in any proceeding arising out of the use of the "Renew Crew" mark, provided you have used the Marks properly and have notified Renew Crew of any claim against you within 10 days of your knowledge of the claim. Renew Crew's indemnification obligation will not apply to any franchisee residing outside the state of Minnesota who purchases a franchise to be located outside of Minnesota.

2. Item 17. Item 17 of the disclosure document is amended to include the following: "Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes Section 80C.14, subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit Renew Crew from requiring litigation to be conducted outside Minnesota. To the extent a dispute is subject to litigation, nothing in the disclosure document or Franchise Agreement can eliminate or reduce any of your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement, Renew Crew Franchising Corporation and you agree to amend the Franchise Agreement as follows:

1. Indemnification. Section 10 of the Franchise Agreement is amended to include the following language:

> Renew Crew will indemnify a Minnesota franchisee for damages for which such franchisee is held liable in any proceeding arising out of the use of the "Renew Crew" mark, provided that the franchisee has used the mark properly and has notified Renew Crew of any claim against the franchisee within ten (10) days of the franchisee's knowledge of such claim. Renew Crew's indemnification obligation will not apply to any franchisee residing outside the state of Minnesota who purchases a franchise to be located outside of Minnesota.

2. Application of Minnesota Law. Sections 3 and 17 of the Franchise Agreement are amended by adding the following sentences at the end of each Section: "Minnesota law provides franchisees with certain termination and nonrenewal rights. Minnesota Statutes Section 80C.14, subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement."

3. Governing Law and Consent to Jurisdiction. Section 20.1 of the Franchise Agreement is amended by adding the following provision at the end of such Section: "Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of you as provided for in Minnesota Statutes, Chapter 80C, including the right to submit non-arbitrable matters to the jurisdiction of the courts in Minnesota. Minnesota statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit Renew Crew from requiring litigation to be conducted outside Minnesota."

4. Construction. In all other respects, the Franchise Agreement will be construed and enforced with its terms.

RENEW CREW FRANCHISING CORPORATION:	**YOU:**
	By_____
By_____	
Its _____	
	By_____

NEW YORK ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of New York and is intended to comply with New York statutes and regulations.

1. Item 3. Item 3 of the disclosure document is amended by the addition of the following:

Other than as described in Item 3, Renew Crew, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the Renew Crew's principal trademark:

A. 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, or 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..

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

C. 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.

2. Item 4. Item 4 of the disclosure document is amended by the addition of the following:

Except as disclosed in Item 4 of the disclosure document, Renew Crew, its affiliates, predecessor, officers, or general partner during the 10-year period immediately before the date of the disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

3. Item 5. Item 5 of the disclosure document is amended to add the following:

The franchise fee may, in part, be profit to Renew Crew, and is, in part used to pay its following expenses or costs: (1) employee salaries and benefits; (2) sales, administrative and operation

expenses; (3) legal and accounting fees; (4) expenses of technical assistance, service and support; (5) protection of its trademarks; and (6) other operational expenses incurred by Renew Crew or its affiliates relating to franchising.

4. Item 17(c). Item 17(c) of the disclosure document is amended to provide that all rights arising in your favor from the provisions of Article 33 of the Gen. Bus. Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of Gen. Bus. Law sections 687.4 and 687.5 be satisfied.

5. Item 17(j). Item 17(j) of the disclosure document is amended to provide that no assignment will be made by us, except to an assignee who, in Renew Crew's good faith judgment, is willing and able to assume Renew Crew's obligations under the Franchise Agreement.

6. Item 17(w). Item 17(w) of the disclosure document is amended to add the following:

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.

7. Renew Crew represents that this disclosure document does not knowingly omit any material fact or contain any untrue statement of a material fact.

NEW YORK ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Franchise Agreement, Renew Crew Franchising Corporation and you agree to amend the Franchise Agreement as follows:

1. Release. Sections 3.4 and 15.7 of the Franchise Agreement and Section 8 of the Successor Addendum are amended to provide that all rights enjoyed by you and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force, it being the intent of this provision that the applicable nonrenewal or termination provisions of the General Business Law be satisfied.

2. Governing Law. Section 20.1 of the Franchise Agreement is amended by adding the following sentence at the end of such Section: "The foregoing should not be considered a waiver of any right that either Renew Crew or you may have under the General Business Law of the State of New York, Article 33."

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

RENEW CREW FRANCHISING CORPORATION:

By_____

Its _____

YOU:

By_____

By_____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement, Renew Crew Franchising Corporation and you agree to amend the Franchise Agreement as follows:

1. Governing Law. Section 20.1 of the Franchise Agreement is amended by the addition of the following sentence: "Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a 'provision in a franchise agreement restricting jurisdiction or venue to a forum outside the state or requiring the application of the laws of another state is void respecting a claim otherwise enforceable under this Act.'"

2. Construction. In all other respects, the Franchise Agreement will be construed and enforced with its terms.

RENEW CREW FRANCHISING CORPORATION:

By_____

Its _____

YOU:

By_____

By_____

VIRGINIA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the state of Virginia and is intended to comply with Virginia statutes and regulations.

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Franchise Agreement, Renew Crew Franchising Corporation and you agree to amend the Franchise Agreement as follows:

1. Modifications.

A. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with Renew Crew Franchising Corporation, including the areas of termination and renewal of your franchise. There also may be court decisions which may supersede the Franchise Agreement in your relationship with the Renew Crew Franchising Corporation ("Renew Crew"), including the areas of termination and renewal of your franchise.

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

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

D. Transfer fees are collectible to the extent that they reflect Renew Crew Franchising Corporation's reasonable estimated or actual costs in effecting a transfer.

E. As required under RCW 19.100.180(2)(j), upon termination of the Franchise Agreement for good cause, Renew Crew will purchase from you at a fair market value at the time of termination, your inventory and supplies, exclusive of (i) personalized materials which have no value to Renew Crew; and (ii) inventory and supplies not reasonably required in the conduct of the franchise business; provided that Renew Crew may offset against amounts owed to a you any amounts owed by you to Renew Crew.

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

2. Construction. In all other respects, the Franchise Agreement will be construed and enforced with its terms.

RENEW CREW FRANCHISING CORPORATION:

By_____

Its _____

YOU:

By_____

By_____

WASHINGTON ADDENDUM TO
MULTIPLE UNIT DEVELOPMENT AGREEMENT

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Development Agreement, Renew Crew Franchising Corporation and you agree to amend the Development Agreement as follows:

1. Modifications.

A. The State of Washington has a statute, RCW 19.100.180, which may supersede the Development Agreement in your relationship with Renew Crew Franchising Corporation, including the areas of termination and renewal of your franchise. There also may be court decisions which may supersede the Development Agreement in your relationship with the Renew Crew Franchising Corporation, including the areas of termination and renewal of your franchise.

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

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

D. Transfer fees are collectible to the extent that they reflect Renew Crew Franchising Corporation's reasonable estimated or actual costs in effecting a transfer.

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

2. Construction. In all other respects, the Development Agreement will be construed and enforced with its terms.

RENEW CREW FRANCHISING CORPORATION

By_____

Its _____

YOU:

By_____

By_____

EXHIBIT G

RENEW CREW FRANCHISING CORPORATION
OPERATING MANUAL TABLE OF CONTENTS

EXHIBIT G

TABLE OF CONTENTS

Renew Crew Operations Manual
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EXHIBIT H

RENEW CREW FRANCHISING CORPORATION
ACKNOWLEDGMENT ADDENDUM

EXHIBIT H

ACKNOWLEDGMENT ADDENDUM TO
RENEW CREW® FRANCHISE AGREEMENT*

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

Acknowledgments and Representations.

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

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

3. If we materially altered the provisions of the Franchise Agreement (except as a result of negotiations you initiated), did you receive a copy of the Franchise Agreement at least 7 calendar days before signing it.? Check one: (_) No (_) Yes. If no, please comment:

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

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

6. Did any employee or other person speaking on our behalf make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any RENEW CREW business location or business, or the likelihood of success at your franchised business? Check one: (_) No (_) Yes. If yes, please state in detail the oral, written or visual claim or representation: _____

7. Did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the disclosure document or that is contrary to, or different from, the information contained in the disclosure document? Check one: (__) Yes (__) No. If yes, please comment:_____

8. Do you understand that the franchise granted under the Franchise Agreement is for the right to operate a business at the authorized location only and includes no area protection other than as provided in Sections 2 and 4 of the Franchise Agreement, and that we and our affiliates have the right to issue franchises outside your territory and, sell competitive products and services and operate competing businesses for or at locations, as we determine, both within and outside your territory, consistent with the terms of Sections 2 and 4 of the Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment: _____

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

10. Do you understand that the success or failure of your business will depend in large part upon your skills and experience, your business acumen, the hours you work, your location, the local market for products and services under the RENEW CREW service mark and other trademarks, service marks and trade names we license to you, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition, lease terms and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your business may change? Check one (__) Yes (__) No. If no, please comment: _____

11. Do you understand that we may eliminate your protected territory or terminate the Franchise Agreement if you fail to meet annual sales quotas? Check one (___) Yes (___) No. If no, please comment:_____

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

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

Signed:_____ Signed:_____

Print Name:_____ Print Name:_____

Date:_____ Date:_____

Signed:_____ Signed:_____

Print Name:_____ Print Name:_____

Date:_____ Date:_____

APPROVED ON BEHALF OF RENEW CREW FRANCHISING CORPORATION

By:_____

Title:_____

Date:_____

*This statement is not intended to disclaim any representations we made in the franchise disclosure document we provided to you.

EXHIBIT I

RENEW CREW FRANCHISING CORPORATION
PROMISSORY NOTE

PROMISSORY NOTE

$_____ Date: _____

FOR VALUE RECEIVED, the undersigned maker of this Note promises to pay to the order of **Renew Crew Franchising Corporation** at 2924 Emerywood Parkway, Suite 101, Richmond, VA 23294, the principal sum of _____ Dollars ($_____) in the currency of the United States of America together with interest from the date of this Note at the rate of _____ percent (_____%) per annum.

1. On the _____ day of _____, 20____, and on the _____ day of each and every month thereafter, the sum of $_____ will be due and payable in full.

2. On the _____ day of _____, 20____, the then entire outstanding principal and interest balances owing under this Note, if not sooner paid, will be due and payable in full.

3. Any payment is late if not received by holder within 10 days after it is due. If a payment is late, holder may, in its sole discretion elect to;

A. Declare the entire unpaid principal and interest balances immediately due and payable; or

B. Accept the late payment along with a late charge in the amount of 10% of the amount of the late payment. The late charge will be for the purpose of compensating holder for additional expenses which it is recognized that holder will incur as a result of the late payment.

4. All payments, as of the date they are received, will first be credited to any late charges due; the balance, if any, will then be credited to the outstanding interest balance; and the balance, if any, will then be credited to the outstanding principal balance.

5. In the event holder elects under 3A above to demand payment in full of the entire unpaid balance, holder will first provide maker with written notice of its election, demanding payment in full within 10 days. In the event a default exists after the 10 day notice period has expired, maker promises and agrees:

A. That the entire outstanding principal and interest balances, including late charges, will bear interest from the original due date of the delinquent payment at the rate of 18% (default rate) per year (or if this rate exceeds the maximum permitted by law, then the interest rate will be the highest rate permitted by law); and

B. To pay holders actual attorneys' fees and costs incurred in collection efforts as a result of the default.

6. In the event a default exists after the 10 day notice period as provided above in paragraph 5, Renew Crew Franchising Corporation may in addition elect to terminate and cancel the Franchise Agreement between Renew Crew Franchising Corporation and maker described in paragraph 7 below in accordance with the provisions of that Agreement.

7. This Note constitutes part performance of a certain written Franchise Agreement between maker and Renew Crew Franchising Corporation dated the _____ day of _____, 20____, and as such, will be read and interpreted in a manner consistent with the terms of said agreement. Default

under the terms of this Note will be sufficient grounds for termination or cancellation of that Franchise Agreement in accordance with the terms of the Franchise Agreement.

8. The makers and endorsers of this Note waive and excuse presentment for acceptance and payment, notice of dishonor, and protest of dishonor, and agree to any extension of time of payment and partial payments before, at or after maturity.

9. In the event of any sale, transfer assignment, encumbrance or other conveyance of the rights, duties or obligations of maker under the terms of the Franchise Agreement between maker and Renew Crew Franchising Corporation, the entire unpaid principal and interest balances of this Note as of the date of such sale, transfer, assignment, encumbrance or other conveyance will immediately become due and payable in full without any further notice or demand.

_____ _____

Witness Maker

_____

Maker

Names of Maker(s): _____

Address of Maker(s): _____

Telephone Number(s) of Maker: _____

EXHIBIT J

RENEW CREW FRANCHISING CORPORATION
GUARANTEE OF PERFORMANCE

GUARANTEE OF PERFORMANCE

For value received, Outdoor Living Brands, Inc., a Virginia corporation (the "Guarantor"), located at 2924 Emerywood Parkway, Suite 101, Richmond, Virginia 23294, absolutely and unconditionally guarantees to assume the duties and obligations of Renew Crew Franchising Corporation, located at 2924 Emerywood Parkway, Suite 101, Richmond Virginia 23294 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2019 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Richmond, Virginia, on the 10th day of April, 2019.

Guarantor:

OUTDOOR LIVING BRANDS, INC.

By: _____
Name: Corey Schroeder
Title: Chief Financial Officer

RECEIPT
(Retain This Copy)

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 Renew Crew Franchising Corporation ("**Renew Crew**") 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, Renew Crew or an affiliate in connection with the proposed franchise sale. Iowa and New York require that Renew Crew gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Renew Crew gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Renew Crew does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit E.

The franchisor is Renew Crew Franchising Corporation located at 2924 Emerywood Parkway, Suite 101, Richmond, Virginia 23294. Its telephone number is (804) 353-6999.

Issuance Date: April 10, 2019

Renew Crew's franchise sellers involved in offering and selling the franchise to you are (cross out any individuals who are not involved in offering or selling the franchise to you): Bryan Ames, Amanda Berdeen, Jane Campbell, Greg Clendenning, Chris Grandpre, Kristen Landon, London McKnight, Marcia Mead, Michael Mushinski, Cassie Omohundro, Bob Pogue, Carolina Rudge, Corey Schroeder, Lawrence Spada and Scott Zide, 2924 Emerywood Parkway, Suite 101, Richmond, Virginia 23294, (804) 353-6999, or are listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement:_____

_____

RENEW CREW authorizes the respective state agencies identified on Exhibit E to receive service of process for us in the particular state.

I have received a disclosure document dated April 10, 2019, that included the following Exhibits:

A	Financial Statements	F	State-Specific Addendum
B	Franchise Agreement	G	Operating Manual Table of Contents
C	Development Agreement	H	Acknowledgement Addendum
D	List of Franchisees and Franchisees Who Have Left the System	I	Promissory Note
		J	Guarantee of Performance
E	List of State Agencies and Agents for Service		

Date	Signature	Printed Name
Date	Signature	Printed Name

RECEIPT
(Our Copy)

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 Renew Crew Franchising Corporation ("**Renew Crew**") 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, Renew Crew or an affiliate in connection with the proposed franchise sale. Iowa and New York require that Renew Crew gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Renew Crew gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Renew Crew does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit E.

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_____

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D	List of Franchisees and Franchisees Who Have Left the System	I	Promissory Note
		J	Guarantee of Performance
E	List of State Agencies and Agents for Service		

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Chris Grandpre, 2924 Emerywood Parkway, Suite 101, Richmond, Virginia 23294.