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SHACK SHINE

FRANCHISE DISCLOSURE DOCUMENT

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AUG 09 2018

Department of
Business Oversight

SHACK SHINE HOME SERVICES LLC
a Washington limited liability company
887 Great Northern Way, Suite 301,
Vancouver, B.C., Canada V5T 4T5
1-888-808-7751
info@shackshine.com
www.shackshine.com

We offer franchises for the operation of professional residential house detailing businesses under the name "SHACK SHINE."

The total investment necessary to begin operation of a SHACK SHINE franchised business consisting of one to two subterritories is $50,250 to $97,050. This includes $30,500 to $41,000 that must be paid to us or our affiliate. If we grant you additional subterritories, these costs will increase by $10,500 per subterritory.

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 government 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 disclosure in different formats, contact our Franchise Development Manager at 887 Great Northern Way, Suite 301, Vancouver, British Columbia, Canada, V5T 4T5; or by phone at 1-604-909-0651 or email at info@shackshine.com.

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, DC 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 19, 2018

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit D 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 MEDIATION ONLY IN VANCOUVER, BRITISH COLUMBIA AND LITIGATION IN SEATTLE, WASHINGTON. OUT-OF-STATE LITIGATION AND MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN BRITISH COLUMBIA AND TO LITIGATE WITH US IN WASHINGTON STATE THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT WASHINGTON 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. ~~OUR FINANCIAL STATEMENT SHOWS THAT WE HAVE BORROWED A SUBSTANTIAL AMOUNT OF MONEY FROM AN AFFILIATE OR PARENT COMPANY. IF THE PARENT OR THE AFFILIATE CANNOT CONTINUE TO PROVIDE THIS FINANCIAL SUPPORT, WE MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT TO YOU.~~
4. ~~3.~~ OUR FINANCIAL CONDITION, AS REFLECTED IN OUR FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION OUR FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.
5. ~~4.~~ YOU WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $50,250 to $97,050. THIS AMOUNT EXCEEDS OUR MEMBER'S EQUITY AS OF DECEMBER 31, 2017, WHICH IS REPORTED TO BE $7,053.
6. ~~5.~~ YOU MUST PAY SET MINIMUM ROYALTY PAYMENTS ANNUALLY FOR EACH SUBTERRITORY YOU PURCHASE, EVEN IF YOU HAVE NO EARNINGS. FAILURE TO PAY MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
7. ~~WE HAVE A LIMITED OPERATING HISTORY, SINCE JULY 8, 2015, AND HAVE BEEN OFFERING FRANCHISES FOR A SHORT PERIOD OF TIME. THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT, WHICH COULD BE A HIGHER RISK INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.~~

~~8. IF YOU ARE AN ENTITY ALL OF YOUR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR MEMBERS MUST PERSONALLY GUARANTEE ALL YOUR OBLIGATIONS TO US UNDER THE FRANCHISE AGREEMENT. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE OWNER(S) AT RISK.~~

~~9.~~6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

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

STATE EFFECTIVE DATES

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

This Franchise 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:

California:	April 16, 2018, as amended ~~_____~~ May 31, 2018 and _____, 2018	New York:	~~Pending~~June 19, 2018, as amended _____, 2018
Hawaii:	April 17, 2018, as amended ~~_____~~ May 2, 2018 and _____, 2018	North Dakota:	~~Pending~~April 20, 2018, as amended _____, 2018
Illinois:	~~Pending~~April 17, 2018, as amended April 23, 2018 and _____, 2018	Rhode Island:	~~Pending~~March 4, 2018, as amended _____, 2018
Indiana:	April 7, 2018	South Dakota:	April 6, 2018
Maryland:	~~Pending~~June 21, 2018, as amended _____, 2018	Virginia:	~~Pending~~June 18, 2018, as amended _____, 2018
Michigan:	February 23, 2018	Washington:	~~Pending~~May 11, 2018, as amended _____, 2018
Minnesota:	~~Pending~~June 7, 2018, as amended _____, 2018	Wisconsin:	~~Pending~~April 27, 2018, as amended _____, 2018

ITEM 2. Business Experience

Chief Executive Officer/ Director; Member of Board of Directors: **Brian C. Scudamore**

Brian Scudamore has served as the Company's Chief Executive Officer ("CEO") since formation and as the CEO and a director of Shack Shine Corporate since April 2015. Mr. Scudamore has also served as CEO of O2E Brands since April 2014. He has served as the CEO of 1-800-GOT-JUNK? LLC since October 1998, of You Move Me LLC since September 2012 and of WOW 1 DAY PAINTING LLC since December 2010, all located in Vancouver, B.C.

Chief Operating Officer/Director; Member of the Board of Directors: **Erik Church**

Erik Church has served as the Company's Chief Operating Officer ("COO") since formation and as the COO and a director of Shack Shine Corporate since April 2015. Mr. Church has also served as COO of O2E Brands since April 2014. Mr. Church has also served as the COO of 1-800-GOT-JUNK? LLC and of WOW 1 DAY PAINTING LLC since November 2011, and of You Move Me LLC since September 2012.

~~Interim Managing Director: **James Alisch**~~

~~James Alisch joined Company as Managing Director in December 2017. He is also the Managing Director for You Move Me LLC since January 2017 and WOW 1 DAY PAINTING INC LLC since February 2014. Before joining Company, Mr. Alisch was an Owner of MIRA Floors and Interiors in Surrey, B.C. from August 2009 to February 2014.~~

Managing Director: **Rodney Larmand**

Rodney Larmand joined the Company as Managing Director in June 2018. Before joining the Company, he was Vice President Enterprise Operations for 1-800-GOT-JUNK? from January 2018 to June 2018. Prior to joining 1-800-GOT-JUNK?, he was President of College Pro from July 2004 to January 2018.

Vice President, Digital Marketing and Customer Insights of O2E Brands: **Geoff Henshaw**

Geoff Henshaw joined O2E Brands in February 2017 as Vice President, Marketing, and became Vice President, Digital Marketing and Customer Insights in March 2018. Prior to joining O2E Brands, Mr. Henshaw held positions at Shoes.com in Vancouver, B.C., as Vice President of Marketing from May 2016 to January 2017, and as Vice President of Brand & Retail from May 2015 to May 2016. Mr. Henshaw also held positions at Coastal Contacts Inc. in the Sydney Area of Australia as Managing Director from June 2013 to May 2015, and as Senior Regional Manager from December 2012 to May 2013.

Vice President, Partner Development of O2E Brands: **Barb Agostini**

Barb Agostini joined O2E Brands in September 2016 as Vice President, Partner Development. Prior to joining O2E Brands, Ms. Agostini held the position of Managing Partner with Recruiting Social from January 2015 to August 2016, and held positions with Mindfield Group as Vice President, Sales and Marketing from September 2014 to January 2015 and as Vice President, Customer Operations from June 2011 to August 2014. All positions were in Vancouver, B.C.

Manager, Franchise Development: **Cameron Wears**

Cameron Wears joined Company as Manager, Franchise Development in December 2017. He is also the Manager, Franchise Development for WOW 1 DAY PAINTING LLC and You Move Me LLC in Vancouver, B.C. since December 2017. Cameron was the Senior Manager, Franchise Partner Recruitement for WOW 1 DAY PAINTING LLC from January 2012 to December, 2017, also in Vancouver, B.C.

Franchise Development Manager: **Jeremy Ennis**

Jeremy Ennis currently serves as the Franchise Development Manger for Shack Shine, which position he has held since October 2015. Prior to joining Shack Shine Mr. Ennis was a recruitment consultant for Experis in Vancouver, B.C. from March 2015 to October 2015, a recruitment consultant for The Employment Office from March 2014 to March 2015, and was the Recruitment Manager for Appco Group Canada in Toronto from September 2011 to September 2013.

~~Director, Operations Manager: **Casey Renkema**~~

~~Casey Renkema joined Company in September 2015 as Launch Operations Manager, and was promoted to Director, Operations in December 2017. Before joining Shack Shine, Mr. Renkema worked for Best Service Pros in Vancouver, B.C., and was Operatings Manager from February 2014 to August 2015, and Branch Manager from April 2013 to February 2014.~~

ITEM 3. Litigation

There is no litigation information required to be disclosed in this Item.

ITEM 4. Bankruptcy

There is no bankruptcy information required to be disclosed in this Item.

ITEM 5. Initial Fees

The Initial Fee for most franchises is $30,500, which includes $20,000 for the first subterritory, plus $10,500 for one additional subterritory. The minimum Initial Fee is for a territory consisting of one subterritory, in which case the Initial Fee is $20,000. The Initial Fee is payable to us in a lump sum when you sign the Franchise Agreement. The Initial Fee is non-refundable and is fully earned upon receipt.

The range of initial franchise fees payable for franchise agreements signed in the year ending December 31, 2017 was between $16,000 and $26,500.

If we grant you additional subterritories within which to operate the Franchised Business, you must pay us a subterritory Initial Fee of $10,500 for each additional subterritory. We may (in our sole discretion) allow you to pay the subterritory Initial Fees with respect to some of the additional subterritories in equal monthly installments for a period not to exceed one year. We may not allow you to operate or service customers in any such subterritories until you pay the subterritory Initial Fees in full. The subterritory Initial Fee shall be deemed to be earned in full by us upon our granting to you the rights to operate the Franchised Business within the additional subterritory. The subterritory Initial Fee is non-refundable.

Notes:

(1) If Franchisee is an entity, all directors, officers, shareholders, partners, or members shall each be required to sign an agreement guaranteeing the financial performance of the Franchisee under the Franchise Agreement. See Exhibit F to this disclosure document.

ITEM 10. Financing

Summary of Financing Offered			
Item Financed	**Initial Fees**	**Vehicle Lease**	**Equipment Lease**
Source of Financing	Franchisor or Affiliate	Alamo Leasing Company, Guaranteed by Franchisor Affiliate	Franchisor or Affiliate
Down Payment	$0	$0	$0
Amount Financed	$26,000 - $36,500	$54,600	$13,500
Term (Years)	1-4 years	1-4 years	1-4 years
Interest Rate	Up to 15%	4.25%	4.99%
Monthly Payment	$445-$885	$1,177* (see Note 1)	$261
Prepay Penalty	None	Rent for the minimum term of 367 days less amounts already paid.	None
Security Required	~~None~~Personal Guaranty of Franchise Owners	Security interest in the vehicle and equipment	Security interest in the vehicle and equipment
Liability Upon Default	~~Loss~~Acceleration of amount due; loss of franchise; costs of collection	Cross default with franchise agreement; penalty interest; repossession of the vehicle; accelerate loan balance; costs of collection	Cross default with franchise agreement; penalty interest; repossession of the vehicle; accelerate loan balance; costs of collection
Loss of Legal Right on Default	None	Waive right to jury trial	None

Notes:
1. This amount includes the Guarantee Fee of approximately $150 that is collected by Alamo and paid to Franchisor or its Affiliate.

If we grant you one or more subterritories within which to operate your Franchised Business, we may (in our sole discretion) allow you to pay the initial franchise fee and initial marketing fee in varying monthly installments, with interest, until the initial franchise fees are repaid. We do not otherwise offer financing at this time.

On a case by case basis, at our and our affiliates' discretion, we or an affiliate may offer to guarantee your vehicle lease financing obligations ("Lease Financing") in exchange for payment by you of a guarantee fee ("Guarantee Fee"). The Guarantee Fee is charged in exchange for providing a guarantee on Lease Financing offered by an arm's length third party lender, Alamo Leasing Company (the "Lender") to franchisees. The Lender will prepare all the necessary documents and will handle the processing, payments,

customer service and collections according to standards developed in conjunction with us. A copy of the form of financing agreement is attached as Exhibit L. We or an affiliate will provide a guarantee to the Lender for your obligations on one or more of these loans and you will pay to us or such affiliate as we direct a Guarantee Fee commensurate with the risk the guarantor is accepting on the loans, which is expected to cover any loan losses and expenses. The Guarantee Fee on these loans will typically be $1,800 per annum, payable in monthly installments, per loan for the duration of the Lease Financing period. That period is generally four years. Lease payments are also payable monthly in advance on the first day of the month. The Guarantee Fee is included in the payments due under the Lease Financing agreement and the Lender will remit the Guarantee Fee to us or such affiliate, as we direct.

The Lender will retain a security interest in any vehicles and all proceeds, accessions, documents, instruments, accounts, chattel paper, equipment, subleases, security deposits and general intangibles related thereto. The rate of interest payable on any amounts not paid when due is the lesser of 1.5% per month or the highest interest rate allowed by law. The minimum lease term is 367 days from acceptance of the vehicle, after which time the lease can be terminated according to its terms. A default under the Lease Financing will be deemed to be a default under any other agreement between you and the Lender or any parent, subsidiary or affiliate of the Lender. If you default under the Lease Financing, the Lender may do one or more of the following:

(i) repossess any vehicles leased under the Lease Financing wherever they may be found without canceling the lease agreement;
(ii) collect the present value of the monthly rental due for the remainder of the Lease Financing period or any renewal term;
(iii) collect the full rental due for the period prior to any sale of the vehicle;
(iv) recover all expenses incurred to repossess the vehicles including reasonable attorneys' fees for enforcement of Lender's rights;
(v) collect any charges relating to the pick-up and transportation of the vehicle;
(vi) collect any charges relating to the disposition of the vehicle;
(vii) offer to sell the vehicle to any guarantor and if refused, sell the vehicle to another party and recover amounts due under the Lease Financing;
(viii) offset any amounts due to you against amounts due to Lender; or
(ix) cancel the Lease Financing.

The Lease Financing requires that you waive your right to a jury trial in any legal action arising out of the agreement.

In some circumstances as part of the Lease Financing, we may offer a financing option to you for the purchase price of the equipment and supplies installed in the vehicle. We or an affiliate may purchase equipment from unaffiliated suppliers for installation in one or more of your vehicles and will not charge a mark-up on sales of new equipment. Payments by you to us or our affiliate for equipment and supplies are not refundable. In the event that the equipment and supplies are financed by us or an affiliate, you will be required to pay an interest rate of 4.99% per annum on the cost of the equipment and supplies. The cost of such equipment and supplies will be included in the monthly lease payments for the vehicle. The Lender will prepare all the necessary documents and will handle the processing, payments, customer service and collections according to standards developed in junction with us. The form of financing agreement attached as Exhibit L contemplates the potential lease of equipment and supplies by you.

We do not intend to sell, assign, or discount to a third party all or any part of the financing arrangement.

Hardware, Software and Internet Connectivity

You must install and maintain a computer system according to our specifications, as listed in the Operations Manual (Franchise Agreement, Section 14.1). Your computer system must include either a laptop or tablet computer with the ability to run current versions of Windows, Microsoft Office, QuickBooks Pro, and anti-virus software. You must subscribe for cable or DSL broadband internet service; your internet connection must *not* be AOL, Prodigy, or any similar service that requires end user to use proprietary browser and email software. You must also purchase a printer and a digital camera. We estimate the cost to purchase a computer system and related equipment to our specifications will cost approximately $1,200-$2,000.

We will provide you with secure passwords to our customized cloud-based software, PIPEline, through the internet. We will train you on how to use PIPEline. O2E Brands will maintain PIPEline and will provide updates as needed. There is no cost to you for the PIPEline software for the first two users.

Your computer hardware and software must be kept up to date based on our specifications. There are no limitations on the frequency and cost of computer hardware and software upgrades, but we estimate it will cost approximately $500 per year. We are not responsible for providing on-going maintenance, repairs, upgrades or updates to your computer system. The cost for maintaining your computer system will vary based on the type of maintenance program, if any, you decide to purchase from third-party vendors.

We will have access at any time to information you enter into PIPEline but not to information entered or stored elsewhere on your computer system. PIPEline will collect sales data associated with the jobs you record and provide reports to you and us in order that we may more efficiently manage the business. Information collected on PIPEline includes financial information and is the information you collect from your customers including names, addresses, telephone numbers, and payment details. There are no contractual restrictions on our access to this data. Compiled sales data regarding all franchised businesses in the System will be made available to other franchisees.

General Outline of Training

One of your directors or officers (or you, if you are an individual) and your general manager must complete training to our satisfaction before the projected launch date of your business. Eight business days of training takes place at the head office of Company in Vancouver, BC. There are eight phases of training, as outlined in the table below.

The initial training program is conducted by Paul Baluch, our Field Operations Manager~~, and Casey Renkema, our Director of Operations~~. Paul joined us in October, 2016, and has worked continually in this field of experience since 2006. ~~Casey has conducted training for us since September 2015, and has worked continually in this field of experience since September 2015.~~ The training tools used include the Shack Shine Operations Manual, on-site/hands on training, and class room lectures by department heads.

If required, additional training may be scheduled at a later date. All expenses incurred by Company to conduct this additional training are borne by the franchisee. This may include airfare, hotel and meals.

The franchisee is required to do additional studying of the Operations Manual and associated documentation in order to be well prepared for launch. House detailing often involves many one-off

The Gross Revenue charts below reflect total and average Gross Revenue for the last two years new franchised businesses were operated. For purposes of these charts, franchisees are grouped into franchised businesses open between 12 and 24 months, less than 12 months, and in the case of system-wide figures for each country, include franchised businesses that were in existence for at least 1 day in the specified calendar year.

Unless otherwise specified, "Gross Revenue" means the actual gross revenues billed to consumers for products and services less taxes collected and credits or refunds given in accordance with the Franchisor's refund policy.

We have provided you with information to help you make a more informed decision about our franchises. The actual numbers you experience will vary depending upon several factors, including competition, management and market demographics. You should conduct your own research to assist you in preparing projections for your own Franchised Business.

	Franchisees operating 12-24 months		Franchisees operating less than 12 months[ii]		All Franchisees in System[ii]	
Calendar Year	2016	2017	2016	2017	2016	2017
# of Franchisees in Range	0 of 3	3 of 6	3 of 3	3 of 6	3	6
Total Gross Revenue	n/a	$737,633	$157,601	$288,785	$157,601	$1,026,419
Average Gross Revenue	n/a	$245,878	$52,534	$96,262	$52,534	$171,070
# and % at or above Average	n/a	1/33%	1/33%	1/33%	1/33%	3/50%
Median Gross Revenue	n/a	$230,740	$38,006	$90,860	$38,006	$170,393
# and % at or above Median	n/a	2/67%	2/67%	2/67%	2/67%	3/50%
Highest/Lowest Gross Revenue in Range	n/a	$353,484/ $153,409	$101,942/ $17,653	$187,376 / $10,549	$101,942/ $17,653	$353,484/ $10,549
Average Job Size	n/a	$410	$261	$346	$261	$378
# and % at or above Avg. Job Size	n/a	1/33%	1/33%	1/33%	1/33%	4/67%
Median Average Job Size	n/a	$393	$251	$312	$251	$393
# and % at or above Median Job Size	n/a	2/67%	2/67%	2/67%	2/67%	3/50%

~~Calendar Year~~	~~Franchisees operating 12-24 months~~		~~Franchisees operating for at least one day~~	
	~~2016~~	~~2017~~	~~2016~~	~~2017~~
~~# of Franchisees in Range~~	~~0 of 3~~	~~3 of 6~~	~~3~~	~~6~~
~~Total Gross Revenue~~	~~n/a~~	~~$737,633~~	~~$157,601~~	~~$1,026,419~~
~~Average Gross Revenue~~	~~n/a~~	~~$245,878~~	~~$52,534~~	~~$171,070~~
~~# and % at or above Average~~	~~n/a~~	~~1/33%~~	~~1/33%~~	~~3/50%~~
~~Median Gross Revenue~~	~~n/a~~	~~$230,740~~	~~$38,006~~	~~$170,393~~
~~# and % at or above Median~~	~~n/a~~	~~2/67%~~	~~2/67%~~	~~3/50%~~
~~Highest/Lowest Gross Revenue in Range~~	~~n/a~~	~~$353,484/ $153,409~~	~~$101,942 / $17,653~~	~~$353,484 / $10,549~~
~~Average Job Size~~	~~n/a~~	~~$410~~	~~$261~~	~~$378~~
~~# and % at or above Avg. Job Size~~	~~n/a~~	~~1/33%~~	~~1/33%~~	~~4/67%~~
~~Median Average Job Size~~	~~n/a~~	~~$393~~	~~$251~~	~~$393~~
~~# and % at or above Median Job Size~~	~~n/a~~	~~2/67%~~	~~2/67%~~	~~3/50%~~

Canadian Franchisees

Calendar Year	Franchisees operating 12-24 months		Franchisees operating less than 12 months[ii]		All Franchisees operating for at least one day in System[ii]	
	2016[iii]	2017[iii]	2016	2017	2016[iii]	2017[iii]
# of Franchisees in Range	2 of 10	6 of 16	8 of 10	5 of 16	10	16
Total Gross Revenue	$302,561	$1,911,789	$510,870	$872,004	$813,431	$4,124,899
Average Gross Revenue	$151,281	$318,631	$63,859	$174,401	$81,343	$257,806
# and % at or above Average	1/50%	1/20%	3/38%	3/60%	5/50%	8/50%
Median Gross Revenue	$151,281	$277,697	$48,986	$183,450	$72,304	$276,085
# and % at or above Median	1/50%	3/50%	4/50%	3/60%	5/50%	8/50%
Highest/Lowest Gross Revenue in Range	$169,512/ $133,049	$710,153/ $113,292	$182,797/ $1,549	$311,990 / $32,867	$182,797/ $1,549	$710,153 / $22,151
Average Job Size	$449	$441	$327	$439	$351	$439
# and % at or above Avg. Job Size	1/50%	2/40%	3/38%	1/20%	5/50%	6/38%
Median Average Job Size	$449	$407	$311	$391	$333	$407
# and % at or above Median Job Size	1/50%	3/50%	4/50%	3/60%	5/50%	8/50%

i Exchange rates from Canadian to U.S. Dollars ranged from 0.7272 to 0.8264 during calendar year 2017, with the period average exchange rate being 0.7713.

ii These charts include all franchises operating for at least one day in 2016 and 2017.

iii For both 2016 and 2017, there was an instance where a franchise that had closed in the previous fiscal year still operated in following fiscal year. Thus, their operating revenue is captured in the above tables.

General Note to Revenue Charts:

1. The average is calculated by adding all figures up and dividing by the number of figures counted. The median is calculated by placing all figures being counted in order of ascending or descending value and finding the middle figure in the list. If there is an even number of figures, the median is calculated by adding the middle two figures and dividing by two.

2. The number of franchises column includes the number used to calculate the averages for each calendar year.

3. Foreign exchange rates have not been applied to the figures in the charts. USA charts are reported in USD and Canadian charts are reported in CAD.

The actual numbers you experience will vary depending upon several factors, including your individual abilities, competition, management, marketing demographics, and the number of ~~trust~~trucks you operate in the territory.

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

The ~~earnings claims~~financial performance representations figures do not reflect the costs of sales or operating expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. The best source of cost and expense data may be from franchisees and former franchisees, some of whom may be listed in Exhibit A.

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

ITEM 20. List of Outlets and Franchisee Information

We were formed in July 2015, so were not in business during the year 2014. References to the year 2015 below represent the period from our formation through December 31. References to the year 2016 represent the full calendar year from January 1 through December 31.

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

Outlet Type	Year	Franchised Businesses at the Start of the Year	Franchised Businesses at the End of the Year	Net Change
Franchised	2015	0	0	0
	2016	0	3	+3
	2017	3	6	+3
Company-Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Total Outlets	**2015**	**0**	**0**	**0**
	2016	**0**	**3**	**+3**
	2017	**3**	**6**	**+3**

9.7 *Corporate Records.*

Franchisee shall complete and remit Franchisor's company information form, and provide such other information and certificates regarding the company structure of Franchisee as required by Franchisor, and Franchisee agrees to update such information from time to time and promptly upon any change in such information.

10. SALES CENTER AND INTRANET

10.1 *Order Processing.*

Franchisor shall maintain or obtain the services of a centralized call center and online booking system (the "**Sales Center**") to process all orders for the Services within the System, including all orders in the Territory and otherwise handle customer inquiries. Upon receipt of an order for the Services within the Territory, Franchisor shall post such order on a System-wide third party customer relationship management (CRM) software system ("**PIPEline**"). Franchisee shall retrieve all orders for the Services and the Products in the Territory from PIPEline. Franchisor shall direct all aspects of planning and operation of the Sales Center and PIPEline that it believes to be in the best interest of the entire System in its absolute and uncontrolled discretion. Franchisee shall fully participate in all programs involving the Sales Center and PIPEline, as Franchisor may require from time to time.

10.2 *Intranet Access and CRM Fee.*

Franchisor purchases certain PIPEline licenses from third party customer relationship management (CRM) software providers for franchisees to use in connection with their ~~WOW 1 DAY PAINTING~~SHACK SHINE franchises. Such licenses currently include, but are not limited to, the following:

(a) **Dispatch (or equivalent) License** – license to use Salesforce and Click Software to access PIPEline and to operate the Franchised Business;

(b) **Standard (or equivalent) License** – license to use Salesforce and Click Software for creation and management of accounts, scheduling of services and generation of estimates and related documents; and

(c) **Google License** – license to use Google service including Gmail.

Franchisee must obtain and maintain:

(a) one PIPEline license for each and every one of its employees and representatives who uses PIPEline; and

(b) one Google license for each and every one of its employees and representatives who uses Google.

EXHIBIT D
NAMES AND ADDRESSES OF STATE REGULATORY AUTHORITIES AND AGENTS FOR SERVICE OF PROCESS IN CERTAIN STATES

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
California	Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 (866) 275-2677 One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559	Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 (866) 275-2677 One Sansome Street. Suite 600 San Francisco, CA 94104 (415) 972-8559
Connecticut	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	[Not Applicable]
Florida	Dept of Agriculture & Consumer Services Division of Consumer Services 2005 Apalachee Pkwy. Tallahassee, FL 32399-6500 (850) 410-3800	[Not Applicable]
Hawaii	Business Registration Division Department of Commerce & Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii, Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street Room 203 Honolulu, HI 96813 (808) 586-2722
Illinois	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465
Indiana	Indiana Secretary of State Securities Division, E-111 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360	Maryland Securities Commissioner at the Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
Michigan	Consumer Protection Division Michigan Department of Attorney General G. Mennen Williams Building, 1st Floor 525 W. Ottawa Street Lansing, MI 48933 (517) 373-7117	Michigan Department of Consumer and Industry Services Corporations, Securities & Commercial Licensing Bureau P.O. Box 30018 Lansing, MI 48909 2501 Woodlake Circle Okemos, MI 48864 (517) 241-6470
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite ~~500~~280 St. Paul, MN 55101-2198 (651) 539-~~1600~~1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite ~~500~~280 St. Paul, MN 55101-2198 (651) 539-~~1600~~1500
Nebraska	Staff Attorney Department of Banking and Finance Commerce Court 1230 "O" Street, Suite 400 Lincoln, NE 68508-1402 (402) 471-3445	[Not Applicable]
New York	Office of the New York State Attorney General Investor Protection Bureau Franchise Section 120 Broadway. 23rd Floor New York, NY 10271-0332 (212) 416-8236 Phone (212) 416-6042 Fax	Attention: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	North Dakota Securities Department Fifth Floor 600 East Boulevard Avenue State Capitol, Fifth Floor, Department 414 Bismarck, ND 58505 (701) 328-4712	North Dakota Securities Commissioner Fifth Floor 600 East Boulevard, Department 414 Bismarck, ND 58505 (701) 328-4712
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	[Not Applicable]
Rhode Island	Department of Business Regulation in the Service of Process, Disclosure Document and State Administrators Sections Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 (401) 222-3048	Director Department of Business Regulation State of Rhode Island Securities Division 1511 Pontiac Avenue John O. Pastore Center Cranston, RI 02920 (401) 462-9588

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
South Dakota	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre SD 57501 (605) 773-~~4823~~3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-~~4823~~3563
Texas	Secretary of State Statutory Document Section 1019 Brazos Austin, Texas 78701 (512) 475-0775	[Not Applicable]
Utah	Division of Consumer Protection Utah Department of Commerce 160 East 300 South Salt Lake City, UT 84111 (801) 530-6601	[Not Applicable]
Virginia	State Corporation Commission Division of Securities and Retail Franchising Ninth Floor 1300 East Main Street Richmond, VA 23219 (804) 371-9051	Clerk, State Corporation Commission 1300 East Main Street, First Floor Richmond, VA 23219 (804) 371-9733
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98501 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, WA 98501 (360) 902-8760
Wisconsin	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4th Floor Madison, WI 53703 (608) 261-9555	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4th Floor Madison, WI 53703 (608) 261-9555
Federal Trade Commission	Bureau of Consumer Protection 600 Pennsylvania Avenue, NW Washington, D.C. 20580 (877)-382-4357	[Not Applicable]

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process.

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

RECEIPT

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

If Shack Shine Home Services LLC offers you a franchise, it must provide this disclosure document to you at least 14 calendar-days before you sign a binding agreement with, or make a payment to, Shack Shine Home Services LLC or an affiliate in connection with the proposed franchise sale.

The laws of New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

The laws of Michigan require that we give 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 Shack Shine Home Services LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Agency listed in Exhibit D. See Exhibit D for Shack Shine Home Services LLC's agent for service of process.

The franchisor is Shack Shine Home Services LLC, located at 887 Great Northern Way, Suite 301, Vancouver, B.C., Canada V5T 4T5. Its telephone number is 1-888-808-7751.

Issuance Date: April 19, 2018

The following franchise seller(s) has/have offered this franchise on behalf of Shack Shine Home Services LLC:

Name	Principal Business Address	Telephone Number
Barb Agostini	301 - 887 Great Northern Way Vancouver , BC Canada V5T 4T5	604-909-3201
Jeremy Ennis	301 - 887 Great Northern Way Vancouver , BC Canada V5T 4T5	604-909-0651
Lara Gribben	301 - 887 Great Northern Way Vancouver , BC Canada V5T 4T5	866-877-3033
Rodney Larmand	301 - 887 Great Northern Way Vancouver , BC Canada V5T 4T5	647-952-1388
Cameron Wears	301 - 887 Great Northern Way Vancouver , BC Canada V5T 4T5	866-266-5865

I received a disclosure document with an issuance date of April 19, 2018 that included the following Exhibits:

A. Lists of Franchisees and Certain Former Franchisees
B. Franchise Agreement with attached schedules
C. Operations Manual Table of Contents
D. State Regulatory Authorities and Agents for Service of Process in Certain States
E. Financial Statements
F. Guarantee
G. General Security Agreement
H. National Account Program Agreement
I. State Specific Addenda
J. Franchisee Disclosure Questionnaire and Certification
K. Form of General Release
L. Form of Financing Agreement
M. Receipts

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