FRANCHISE DISCLOSURE DOCUMENT

SHINE DEVELOPMENT LLC
A Delaware Limited Liability Company
8100 E. Indian School Road, Suite 201
Scottsdale, AZ 85251
800-513-1794
www.shinewindowcare.com
www.shineholidaylighting.com
notice@shineinfo.com

You will own and operate a business as offering residential and commercial window cleaning, pressure washing, house detailing, and holiday and outdoor lighting services. You will offer and sell window cleaning, pressure washing, screen cleaning, gutter cleaning, house and building detailing, solar panel cleaning, soft washing, window track cleaning permanent multi-season lighting and holiday and outdoor lighting services for homes and businesses. You will provide the services and products operating under the Marks and using the System.

The total investment necessary to begin operation of a single Shine franchise consisting of a protected area of 75,000 to 125,000 households is $141,170 to $203,095. This includes $99,900 to $109,900 which must be paid to us or our affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 disclosures in different formats, contact Jason Wiedder at Shine Development LLC, 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251, and 800-513-1794.

The terms of your contract govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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 1877-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 24, 2026

How To Use This Franchise Disclosure Document

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

What you Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation in Arizona. Out-of-state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and arbitrate with us in Arizona than in your home state.

2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement even through your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

5. **Supplier Control.** You must purchase all or nearly all inventory and supplies necessary to operate. Your business from franchisor, its affiliates, or from suppliers that franchisor designates at prices that may be higher than you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

6. **Financial Condition.** The Franchisor's financial condition as reflected in the financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

7. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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

MICHIGAN NOTICE

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:

(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 that deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity that 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 that 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 after to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to 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 that 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: Michigan Department of Attorney General, Consumer Protection Division, Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 5th Floor, Lansing, Michigan 48913 (517) 373-7117.

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EXHIBITS:

Item 1. The Franchisor, and Any Parents, Predecessors and Affiliates

To simplify this disclosure document, "we," "Shine," or "us" means Shine Development LLC, the franchisor. "You" means the franchisee and individuals who are personally responsible for the franchisee's obligations, such as the owner of a sole proprietorship and the general partners of a partnership franchisee. These individuals are personally bound to the franchise agreement by virtue of their position with the franchisee.

If the franchisee will operate through a corporation, limited liability company, or limited partnership, the term "you" does not include the franchisee's owners or partners. The term "Owners" refers to anyone with a beneficial ownership in the franchisee, but who is not personally responsible for the franchisee's obligations. "Owners" include shareholders of a corporation, members of a limited liability company, and limited partners of a limited partnership. As described in Item 15, if the franchisee is a corporation, limited liability company, or limited partnership, the franchisee's "Owners" must sign a personal guaranty and agree to be personally bound to the franchise agreement.

The Franchisor

We are a Delaware limited liability company. The company was originally formed as Shine Development Inc., a Michigan corporation incorporated on October 8, 2010, but converted to a Texas corporation on April 26, 2017, with an address at 6424 San Ru Avenue, Suite A, Jenison, MI 49428. Effective November 18, 2025, Shine Development, Inc. converted to a Delaware limited liability company. We do business and intend to do business under the names SHINE, SHINE WINDOW CARE AND HOLIDAY LIGHTING, SHINE WINDOW CARE, and SHINE HOLIDAY LIGHTING. Our principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. Our agents for service of process are listed in Exhibit E to this disclosure document.

Our business is selling Shine franchises and providing training and other services to Shine franchisees. We have not had, nor do we now have, any other business activities. We do not offer franchises in any other line of business. We do not operate a business of the type being franchised. We have offered franchises since March 1, 2012.

Our Parents, Predecessors and Affiliates

We do not have any predecessors.

Our direct and indirect parent companies include:

PARENT COMPANIES		
Company Name	**Principal Business Address**	**Direct or Indirect Parent**
Evive Brands, LLC ("Evive")	Same as ours	Direct
EHC Holding Company, LLC ("EHCH")	630 Fifth Avenue, Suite 400 New York, New York 10111	Indirect
Riverside Micro-Cap Fund VI-A, L.P.*	45 Rockefeller Center 630 Fifth Avenue, Suite 400 New York, New York 10111	Indirect

*Riverside Micro-Cap Fund VI-A, L.P. is part of The Riverside Company, which is a global private equity firm that: (a) focuses on investing in and acquiring growing businesses; and (b) manages the investment funds that are the owner of EHCH. Riverside Micro-Cap Fund VI-A, L.P. indirectly acquired our franchise system in November 2025.

We do not have any affiliates that provide goods or services to franchisees. As further described in the table below, we have 6 affiliates that offer franchises in other lines of business. None of these affiliates have operated an Shine Business.

AFFILIATE FRANCHISING COMPANIES				
Franchised Business	**Name of Affiliate Franchisor**	**Principal Place of Business**	**Period of Time Franchises Offered by Affiliate**	**Number of Open Franchisees in US (as of 12/31/2025)**
1. Grasons	B & P Burke, LLC	Same as ours	November 2014 to present	69
2. Assisted Living Locators	ALL Franchising, LLC	Same as ours	August 2022 to present	171
3. Brothers Gutters	Brothers Parsons Franchising LLC	Same as ours	November 2023 to present	401
4. Executive Home Care	Executive Home Care Franchising, LLC	Same as ours	June 2012 to present	79
5. Maid Brigade	MB Franchise Holdings, Inc.	Same as ours	May 2020 to present	286
6. Pacific Lawn Sprinklers	Pacific Lawn Sprinklers Franchise LLC	Same as ours	November 2023 to present	71

1. Grasons is a business that specializes in estate sales and business liquidation services under the trade name GRASONS.
2. Assisted Living Locators is a home-based business that assists seniors and their families in locating assisted living facilities, memory care communities, nursing homes, senior care homes and independent living senior communities under the service mark ASSISTED LIVING LOCATORS.
3. Brothers Gutters is a business that provides gutter installation, maintenance, cleaning, repair, and related services and products under the service mark THE BROTHERS THAT JUST DO GUTTERS.
4. Executive Home Care is a business that provides (a) in-home comprehensive care and non-medical services to home care clients and (b) supplemental healthcare staffing services to institutional clients, all under the service mark EXECUTIVE HOME CARE.
5. Maid Brigade is a business that provides supervised team cleaning services to home and light commercial cleanings and offers proprietary and other household products for sale using the service mark MAID BRIGADE.
6. Pacific Lawn Sprinklers is a business that provides sprinkler installation and maintenance services under the service mark PACIFIC LAWN SPRINKLERS.

We do not have any other affiliates that offer franchises in this or any other line of business.

<u>Other Riverside Company Portfolio Franchise Companies</u>

Through various private equity funds managed by The Riverside Company, the following portfolio companies of The Riverside Company offer franchises in the US. While there is no common control between Evive Brands and the franchise platforms listed below and therefore are not considered affiliates required to be disclosed in Item 1, we disclose these franchise companies as The Riverside Company also manage various investment funds that own, in whole or in part, directly or indirectly, these other franchise companies.

For purposes of the tables below, "Time Franchises Offered" includes the period of time franchises have been offered by the current franchisor and its predecessors.

EverSmith Brands

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (EVERSMITH BRANDS)				
Franchised Business	**Name of Franchisor**	**Principal Place of Business**	**Time Franchises Offered**	**Number of Open Franchisees in US (as of 12/31/2025)**
1. 1-Tom-Plumber	1 TOM Plumber Global LLC	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2020 to present	56
2. US Lawns	U.S. Lawns, Inc.	6700 Forum Drive, Suite 150 Orlando, Florida 32821	1986 to present	208
3. milliCare Floor & Textile Care	milliCare Franchising, LLC	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2011 to present	48 (9 international)
4. Kitchen Guard	Kitchen Guard Franchising, Inc.	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2023 to present	38
5. Prism Specialties	Restoration Specialties Franchise Group, LLC	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2012 to present	90
6. The Seals	The Seals Franchising, LLC	6700 Forum Drive, Suite 150 Orlando, Florida 32821	2019 to present	6
7. Clintar Commercial Outdoor Services	TruServe Groundscare, Inc.	200 Cachet Wood Court, Unit 119 Markham, ON, Canada L6C 0Z8	1982 to present	0 (21 international)

1. 1-Tom-Plumber is a business that offers emergency plumbing services and repairs at commercial and residential properties under the service mark 1-TOM-PLUMBER.
2. US Lawns is a business that offers outdoor commercial property and landscaping services mark US LAWNS.
3. milliCare is a business that offers cleaning and maintenance of floor coverings and interior finishes and related services under the service mark MILLICARE FLOOR & TEXTILE CARE.
4. Kitchen Guard is a business that offers commercial kitchen exhaust system cleaning, inspection, maintenance, and restoration services under the service mark KITCHEN GUARD.
5. Prism Specialties is a business that offers electronic, art, textile and document recovery, repair and restoration services under the service mark PRISM SPECIALTIES.
6. The Seals is a business that sells and installs gaskets for refrigeration door units, freezer doors, oven doors, hardware and cutting board under the service mark THE SEALS.
7. Clintar Commercial Outdoor services is business that offers outdoor commercial property services under the service mark CLINTAR COMMERCIAL OUTDOOR SERVICES.

Head-To-Toe Brands

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (HEAD-TO-TOE BRANDS)				
Franchised Business	**Name of Franchisor**	**Principal Place of Business**	**Time Franchises Offered**	**Number of Open Franchisees in US (as of 12/31/2025)**
1. Bishops	BCC Franchising, LLC	550 Reserve Street, Suite 380 Southlake, Texas 76092	2007 to present	40
2. Delta Crown	Crown Extension Bar, LLC	550 Reserve Street, Suite 380 Southlake, Texas 76092	2025 to present	1
3. Frenchies Modern Nail Care	Frenchies, LLC	550 Reserve Street, Suite 380 Southlake, Texas 76092	2015 to present	26
4. Lash Lounge	The Lash Franchise Holdings, LLC	550 Reserve Street, Suite 380 Southlake, Texas 76092	2010 to present	131

1. Bishops is a business that offers haircuts, coloring, and barber services under the service mark BISHOPS.
2. Delta Crown is a business offering semi-permanent hair extensions and hair extension-related salon services under the service mark DELTA CROWN.
3. Frenchies is a business that offers hand and foot care under the service mark FRENCHIES MODERN NAIL CARE.
4. Lash Lounge is a business that offers permanent and temporary eyelash and eyebrow extensions and other eye enhancing services under the service mark LASH LOUNGE.

Best Life Brands

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (BEST LIFE BRANDS)				
Franchised Business	**Name of Franchisor**	**Principal Place of Business**	**Time Franchises Offered**	**Number of Open Franchisees in US (as of 12/31/2025)**
1. Blue Moon Estate Sales	Blue Moon Franchise Systems, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2013 to present	136
2. Boost Home Healthcare	Boost Franchise Systems, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2021 to present	3
3. CarePatrol	CarePatrol Franchise Systems, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2009 to present	215 (2 international)
4. ComForCare Home Care	ComForCare Franchise Systems, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2021 to present	270 (19 international)
5. Next Day Access	Next Day Access, LLC	900 Wilshire Drive, Suite 102 Troy, Michigan 48084	2012 to present	91 (1 international)

1. Blue Moon is a business that sells personal property as well as the provision of consignment sales for those who are downsizing, relocating, or are deceased under the service mark BLUE MOON ESTATE SALES.
2. Boost is a business that offers intermittent care ordered by a doctor and performed by a home health aide and other licensed healthcare providers to patients of all ages with acute and chronic long-term complex health conditions within the patient's residence or within health care facilities under the mark BOOST HOME HEALTHCARE.
3. CarePatrol is a business that offers senior living placement, referral, and consulting services to families under the mark CAREPATROL.
4. ComForCare is a business that offers (a) companionship and personal/domestic care services, and other special needs services, primarily on a non-medical basis, for seniors and people of all ages so that they may remain in their residences, (b) supplemental healthcare staffing services for persons who need this kind of assistance in their home or a facility in which they reside, and (c) private duty nursing services, all under the mark COMFORCARE HOME CARE.
5. Next Day is a business that offers ramps and other products and accessories that enhance the life of physically disabled or challenged persons under the mark NEXT DAY ACCESS.

Threshold Brands

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (THRESHOLD BRANDS)				
Franchised Business	**Name of Franchisor**	**Principal Place of Business**	**Time Franchises Offered**	**Number of Open Franchisees in US (as of 12/31/2025)**
1. Maid Pro	Maid Pro Franchise, LLC	77 North Washington Street Boston, Massachusetts 02114	1997 to present	255
2. Men in Kilts	Men in Kilts US, LLC	77 North Washington Street Boston, Massachusetts 02114	2019 to present	27
3. Pestmaster	Pestmaster Franchise Network, LLC	9716 South Virginia St., Suite E Reno, Nevada 89511	2021 to present	75
4. USA insulation	USA Insulation Franchise, LLC	17700 Saint Clair Avenue Cleveland, Ohio 44110	2006 to present	96
5. Granite Garage Floors	Granite Garage Floors Franchising, LLC	110 Mansell Circle, Suite 375 Roswell, Georgia 30075	2013 to present	57
6. Mold Medics	Mold Medics Franchising, LLC	811 Washington Avenue Carnegie, Pennsylvania 15106	2020 to present	18
7. Sir Grout	Sir Grout Franchising, LLC	77 North Washington Street Boston, Massachusetts 02114	2007 to present	91
8. Miracle Method	Miracle Method, LLC	4310 Arrowswest Drive Colorado Springs, Colorado 80907	1996 to present	213 (2 master franchises)
9. Plumbing Paramedics	PHP Franchise, LLC	750 E. 150th Street Noblesville, Indiana 46060	2021 to present	15

OTHER PORTFOLIO COMPANIES OF THE RIVERSIDE COMPANY (THRESHOLD BRANDS)				
Franchised Business	**Name of Franchisor**	**Principal Place of Business**	**Time Franchises Offered**	**Number of Open Franchisees in US (as of 12/31/2025)**
10. Heating + Air Paramedics	PHP Franchise, LLC	750 E. 150th Street Noblesville, Indiana 46060	2021 to present	22

1. Maid Pro is a business that offers home cleaning services for residential and commercial customers under the mark MAID PRO.
2. Men in Kilts is a business that offers window cleaning, gutter cleaning, pressure washing, siding cleaning, snow removal and other related services under the mark MEN IN KILTS.
3. Pestmaster is a business that offers structural and agricultural pest control and related services under the mark PESTMASTER.
4. USA Insulation is a business that offers residential insulation services under the mark USA INSULATION.
5. Granite Garage Floors is a business that sells and installs residential garage floor coating systems under the mark GRANITE GARAGE FLOORS.
6. Mold Medics is a business that offers mold remediation, air duct cleaning, radon testing and mitigation services, and other services and products under the mark MOLD MEDICS.
7. Sir Grout is a business that offers grout and tile cleaning, sealing, caulking and restoration services and other services under the mark SIR GROUT.
8. Miracle Method is a business that offers refinishing and restoration of bathtubs, sinks, showers, tiles, countertops and similar surfaces under the mark MIRACLE METHOD.
9. Plumbing Paramedics is a business that offers plumbing service franchises under the mark PLUMBING PARAMEDICS.
10. Heating + Air Paramedics is a business that offers heating and air conditioning installation and service franchises under the mark HEATING + AIR PARAMEDICS.

The Franchise Offered

We franchise the right to operate a SHINE business providing residential and commercial window cleaning, pressure washing, screen cleaning, gutter cleaning, house and building detailing, and holiday light installation, storage, and removal services for homes and businesses. We do not currently offer franchises for a business that provide holiday lighting only.

You will operate the Franchised Business using our distinctive system that includes the use of eco-friendly and safe materials, specialized training, advertising and marketing specifications and requirements, and other proprietary standards, techniques, specifications, rules and procedures of operations that we designate, all of which we may change, improve, and further develop (the "Shine System").

You will operate the Franchised Business under the SHINE, SHINE WINDOW CARE and SHINE HOLIDAY LIGHTING service mark, and other proprietary trademarks, service marks, our trade dress, and other indicia of origin that we designate to identify the businesses operating according to the Shine System (the "Marks").

If we award you a franchise, you will sign a franchise agreement (see Exhibit B) and will develop and operate a franchise using our Shine System and Marks, at a location that you select and that we have accepted as meeting our minimum site criteria. We call this the “Franchised Business.”

Competition

The window care, house and business cleaning, and light installation markets are well-established and very competitive. You will compete with other Shine franchisees and other businesses offering window cleaning, pressure washing, screen cleaning, gutter cleaning, and holiday, property, and landscape light installation, storage, and removal services. Your Franchised Business may operate in close proximity to major competitors, which may include franchised and non-franchised businesses, and third-party service providers. The market for your services is primarily residents of high-end neighborhoods and commercial businesses.

Laws Affecting Your Franchised Business

There are no regulations known to us specific to the operation of a business that provides window cleaning, pressure washing, screen cleaning, gutter cleaning, house and building detailing, or light installation, storage, and removal services for homes and businesses. You may be subject to federal, state, and local environmental protection laws that govern you use and disposal of certain cleaning products.

Some jurisdictions may have ordinances and regulations for water usage, and some state and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of businesses in general. There are federal and state anti-discrimination laws, federal wage and hour laws, National Labor Relations Act, and the Occupational Safety and Health Act, among others, that may require your compliance.

Some jurisdictions may have license requirements and regulations concerning outdoor lighting services. You should investigate whether there are regulations and requirements that may apply to the geographic area in which you are interested in locating your franchise and should consider both the effect and cost of compliance. You alone are responsible for complying with all applicable laws and regulations for the operation of your franchise.

You must follow local and state laws, orders, and ordinances, especially essential worker or mask requirements to address pandemic concerns. Further, you may want to consider relevant guidance issued by federal agencies such as the Center for Disease Control and Occupational Safety and Health Administration for the safety of your customers and employees.

Item 2. Business Experience

Chief Executive Officer: Ryan Parsons

Mr. Parsons has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
Shine Development LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2025-present
Evive Brands, LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
MB Franchise Holdings, Inc.	Scottsdale, AZ	Chief Executive Officer	May 2025-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
B & P Burke, LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
ALL Franchising, LLC	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	Chief Executive Officer	Oct 2025-present

Company	Location	Title	Period of Time
Brothers Parsons Franchising LLC ("BPF")	Scottsdale, AZ	Chief Executive Officer	Nov 2023-present
The Brothers Franchising Corp. (BPF's predecessor)	Poughkeepsie, NY	Co-Founder & Vice President	Jul 2014-Nov 2023
Brothers Parsons HV LLC (operator of original company-owned The Brothers That Just Do Gutters business)	Poughkeepsie, NY	Vice President	2002-present

Founder and Brand Leader: Christopher Fisher

Mr. Fisher has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
Shine Development LLC	Jenison, MI	Founder and Brand Leader	Nov 2025-present
	Jenison, MI	Chief Executive Officer	Oct 2010-Nov 2025
Shine International, Inc.	Jenison, MI	President	Aug 2000-present

Secretary and Manager: Caroline Quoyeser

Ms. Quoyeser has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
Shine Development LLC	Scottsdale, AZ	President, Secretary & Manager	Nov 2025-present
Evive Brands, LLC	Scottsdale, AZ	President, Secretary & Manager	Feb 2023-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	President, Secretary & Manager	Nov 2021-present
B & P Burke, LLC	Scottsdale, AZ	President, Secretary & Manager	Nov 2021-present
ALL Franchising, LLC	Scottsdale, AZ	President, Secretary & Manager	Aug 2022-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	President, Secretary & Manager	Oct 2025-present
Brothers Parsons Franchising LLC	Scottsdale, AZ	President, Secretary & Manager	Nov 2023-present
The Riverside Company	Santa Monica, CA	Assistant Vice President	Jan 2023-present
		Senior Associate	Jun 2021-Jan 2023
		Private Equity Analyst	Jun 2017-Jun 2019
		Summer Analyst	Jun 2016-Aug 2016

Chief Growth Officer: Jason Wiedder

Mr. Wiedder has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
Shine Development LLC	Scottsdale, AZ	Chief Growth Officer	Nov 2025-present
Evive Brands, LLC	Scottsdale, AZ	Chief Growth Officer	Feb 2023-present
MB Franchise Holdings, Inc.	Scottsdale, AZ	Chief Growth Officer	May 2025-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	Chief Growth Officer	Dec 2021-present
B & P Burke, LLC	Scottsdale, AZ	Chief Growth Officer	Dec 2021-present

Company	Location	Title	Period of Time
ALL Franchising, LLC	Scottsdale, AZ	Chief Growth Officer	Aug 2022-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	Chief Growth Officer	Oct 2025-present
Brothers Parsons Franchising LLC	Scottsdale, AZ	Chief Growth Officer	Nov 2023-present
Always Best Care	Roseville, CA	VP of Franchise Development	Mar 2018-Dec 2021

Vice President and Manager: L. Joseph Lee

Mr. Lee has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
Shine Development LLC	Scottsdale, AZ	VP & Manager	Nov 2025-present
Evive Brands, LLC	Scottsdale, AZ	VP & Manager	Feb 2023-present
MB Franchise Holdings, Inc.	Scottsdale, AZ	VP & Manager	May 2025-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	VP & Manager	Nov 2021-present
B & P Burke, LLC	Scottsdale, AZ	VP & Manager	Nov 2021-present
ALL Franchising, LLC	Scottsdale, AZ	VP & Manager	Aug 2022-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	VP & Manager	Oct 2025-present
Brothers Parsons Franchising LLC	Scottsdale, AZ	VP & Manager	Nov 2023-present
The Riverside Company	Cleveland, OH	Senior Partner	Apr 2013-present
		Principal	Mar 2006-Apr 2013

Chief Financial Officer: Gregory Esgar

Mr. Esgar has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
Shine Development LLC	Scottsdale, AZ	Chief Financial Officer	Nov 2025-present
Evive Brands, LLC	Scottsdale, AZ	Chief Financial Officer	Aug 2023-present
MB Franchise Holdings, Inc.	Scottsdale, AZ	Chief Financial Officer	May 2025-present
Executive Home Care Franchising, LLC	Scottsdale, AZ	Chief Financial Officer	May 2022-present
B & P Burke, LLC	Scottsdale, AZ	Chief Financial Officer	May 2022-present
ALL Franchising, LLC	Scottsdale, AZ	Chief Financial Officer	Aug 2022-present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	Chief Financial Officer	Oct 2025-present
Brothers Parsons Franchising LLC	Scottsdale, AZ	Chief Financial Officer	Nov 2023-present
Prose Franchising	Phoenix, AZ	Chief Financial Officer	Apr 2018-May 2022

Chairman of the Board: Jordan Lajoie

Mr. Lajoie has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
Shine Development LLC	Scottsdale, AZ	Chairman of the Board	July 2025 - present
Evive Brands, LLC	Scottsdale, AZ	Chairman of the Board	July 2025 - present
MB Franchise Holdings, Inc.	Scottsdale, AZ	Chairman of the Board	July 2025 - present
Executive Home Care Franchising, LLC	Scottsdale, AZ	Chairman of the Board	July 2025 - present

Company	Location	Title	Period of Time
B & P Burke, LLC	Scottsdale, AZ	Chairman of the Board	July 2025 - present
ALL Franchising, LLC	Scottsdale, AZ	Chairman of the Board	July 2025 - present
Pacific Lawn Sprinklers Franchise LLC	Scottsdale, AZ	Chairman of the Board	July 2025 - present
Brothers Parsons Franchising LLC	Scottsdale, AZ	Chairman of the Board	July 2025 - present
The Riverside Company	Portland, ME	Operating Partner	Jul 2020-present
Pinecrest holdings Inc.	Portland, ME	President	Jul 2022-present

Vice President of Operations – Brett Marhenke

Mr. Marhenke has held the following positions during the prior 5-year period:

Company	Location	Title	Period of Time
Shine Development LLC	Denver, NC	Vice President of Operations	Dec 2024-present
RestoPros Franchising	Charlotte, NC	Franchise Performance Director	Aug 2024-Dec 2024
Relentless Brands, LLC	Charlotte, NC	Vice President of Operations	May 2023-Jul 2024
Kline Franchising d/b/a Burn Boot Camp	Cornelius, NC	Vice President of Operations	Feb 2018-Nov 2022

Item 3. Litigation

Concluded Actions

Shine of South Austin, LLC and Lee DeJonge (Individually), Westlake Home Run Services, LLC d/b/a Shine of Westlake and Downtown Austin and Wesley Mack (Individually), and Shine Development, Inc. In December 2022, a dispute arose between two franchisees for alleged breaches of an Agreement for Sale and Purchase of Business Assets. Westlake Home Run Services, LLC d/b/a Shine of Westlake and Downtown Austin and Wesley Mack (individually) filed claims in the suit against Shine Development, Inc. alleging claims against its franchisor in connection with that sale. The parties entered into mediation in December 2022, and the case was settled in February 2023. Without admitting fault, Westlake Home Run Services, LLC d/b/a Shine of Westlake and Downtown Austin and Wesley Mack (individually) agreed to pay Shine of South Austin, LLC and Lee DeJonge (Individually) a settlement amount to resolve the case. Shine Development, Inc. did not pay Mr. Mack in connection with his claims against Shine and all parties paid their own attorney fees.

The following Settlement Order is currently effective against our affiliate Brothers Parsons Franchising LLC:

On January 6, 2016, our affiliate's predecessor, The Brothers Franchising, Corp., entered into a Settlement Order with the Commonwealth of Virginia, State Corporation Commission, Division of Securities and Retail Franchising relating to an unregistered sale of a franchise territory in Virginia (case number SEC-2015-00056). The transaction at issue involved the sale of a The Brothers That Just Do Gutters franchise territory in Virginia to the father of Ryan and Ken Parsons (who are the co-founders of that franchise system) before the franchise was registered in Virginia. The Settlement Order: (a) required The Brothers Franchising, Corp. to pay a $2,000 penalty plus $500 for the cost of the investigation; and (b) prohibited The Brothers Franchising, Corp. and its successors from violating Virginia's Retail Franchising Act in the future.

Other than as disclosed above, 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

Initial Franchise Fee

The initial franchise fee is $49,900 for the first franchise consisting of 75,000 to 125,000 households. If you choose to purchase two franchises at the same time, you will pay $79,800, ($49,900 for the first and $29,900 for your second franchise). If you choose to purchase more than three or more franchises at the same time you will pay $104,700 which is calculated as follows: $49,900 for the first, $29,900 for the second franchise and $24,900 for each subsequent franchise. The discount on the initial franchise fee only applies if you purchase additional territories at the same time you execute the franchise agreement for the first territory. The Initial franchise fee paid is fully earned upon receipt and non-refundable.

Number of Service Areas	Total Households for all Service Areas	Franchise Fee
1	75,000 – 125,000	$49,900
2	125,000 – 225,000	$79,800
3	225,000 – 375,000	$104,700

Any subsequent territory purchased individually after signing your franchise agreement is subject to our then-current initial franchise fee. Each additional franchise regardless of when it is purchased is governed under a separate franchise disclosure document and franchise agreement.

Veteran's Discount

Veterans of the U.S. Armed Forces are eligible to receive a $2,500 discount on their Initial Franchise Fee for the first franchise awarded. To qualify for the discount, the veteran must own at least a 50% interest in the franchise. "Veteran" means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense. It is the veteran's responsibility to send us the required documents in order to obtain the discount.

Start-up Package

Before you open your Franchised Business, you will be required to purchase a Start-Up Package that ranges from $22,500 to $32,500. This amount must be paid at the time you sign the franchise agreement. The Start-Up Package includes the start-up equipment and supplies, such as stationery and uniforms, you will need to operate your business; if you are operating in the state of California, the high end of the range includes a water removal device based on the current water requirements for that state. If you are purchasing two contiguous franchises, you only need to purchase one Start-Up Package to service both franchises until such time as volume necessitates the need to purchase a second Start-Up Package. If you are purchasing two territories that are not contiguous, you must purchase two Start-Up Packages to service two separate franchises. This fee is fully earned and non-refundable upon payment.

Initial Training Fee

Our Initial Training Fee of $7,500 is payable to us at the time you sign your franchise agreement. This fee includes training for four individuals but does not include travel, lodging, meals or other out-of-pocket expenses that may be incurred. This fee is fully earned and non-refundable upon payment.

Grand Opening Advertising

You must pay us a minimum of $20,000 for your grand opening advertising campaign when you sign your franchise agreement. We will spend this amount on your behalf approximately 4 months prior to your Franchised Business being open. These funds will be spent throughout your pre-opening period on lead generation, and market awareness. This amount is in addition to other advertising obligations required of you. All amounts paid to us for grand opening marketing are fully earned and non-refundable upon our receipt.

All fees described in this Item are each uniformly imposed, payable in lump sum and are non-refundable.

Item 6. Other Fees

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee[2]	Greater of: (i) 7% of monthly Gross Revenues, or (ii) $600 per month for your first full calendar year, (iii) beginning month 13, $1,200 per month for the remainder of your term (“Minimum Royalty”).	Payable monthly by Electronic Funds Transfer (“EFT”) on or about the 29th of the month.	See Note 1 for the definition of “Gross Revenue.” In the event you fail to meet the Minimum Royalty requirements, you must pay the balance due to us within 30 days of receipt of notice of such shortfall (“Royalty Shortfall Amount”).
National Advertising Fee	2% of Gross Revenues	Payable monthly by EFT on or about the 29th of the month.	We have the right to increase the National Advertising Fee to a maximum of 3% of Gross Revenues upon 60 days’ notice.
Cooperative Marketing	3% to 4% of Gross Revenues	When designated by cooperative	The National Advertising Fee and the cooperative marketing contribution may not cumulatively exceed 6% of monthly Gross Revenues. There are currently no plans for an advertising campaign, but one may be formed in the future. Any percentage contribution would be set by the cooperative on a vote of a majority of its members.
Local Advertising Spend	$2,100 per month	Payable monthly to vendors	All required Local Advertising must be done according to our standards and specifications as we set forth in our written policies, and confidential Operations Manual. If you

Type of Fee[1]	Amount	Due Date	Remarks
			fail to meet the Local Marketing Requirement and/or fail to provide verification of your spend, you must pay us the difference between the required spend and actual amount spent on local advertising for your Franchised Business. If we utilize the Local Advertising Spend for National Advertising, you will not be credited and this contribution is in addition to your obligation to pay into the National Advertising Fee. We reserve the right to increase this fee up to a maximum of $5,000 per month with 60 days' notice to you.
Technology Fee	$750 per month	Payable monthly by EFT on the 15th of the month.	The Technology Fee provides you access to our Online Manual Management, Digital Communication, CRM Management, (for a webpage, 3 email addresses, designated phone number and access to LMS and our other online materials & platforms) plus $30 per month for each additional email address needed
Transfer Fee	$10,000 reduced to $5,000 if the transferee is an existing franchisee in our system	Before completing transfer	This fee is applicable during the full term of your franchise agreement

Type of Fee[1]	Amount	Due Date	Remarks
Audit Expenses	1.5% per month interest on amount of underpayment plus the cost of the audit plus the amount of the underpayment	Immediately upon billing	Payable only if an audit reveals that you have under reported Gross Revenues by 3% or more, or if there are rescheduling or enforcement costs associated with getting the audit completed.
Encroachment Fee	$1,000 per job performed to us and 50% of revenue generated from such sale to the franchisee who owns the protected area in which the sale was made.	Upon Demand	If you accept clients outside of your Protected Area, and if that area is another franchisee's protected area, you must pay us and the franchisee the Encroachment Fee. Nothing precludes us from enforcement of our other rights pursuant to the terms of your signed franchise agreement.
Renewal Fee	$10,000	At the time you sign the then-current Franchise Agreement	Imposed if we grant you renewal rights for a 10-year renewal term.
Additional Training	Currently $500 per person per day of training plus travel and lodging expenses	Before training	If you obtain a new or replacement Manager, or if you have other staff to be trained, you will be responsible for the cost of initial training for each individual attending a pre-scheduled training. Additional training fee may be higher than the current fee if we schedule a training solely for your replacement Manager or employee.
On-Site Training Cancellation Fee	$1,000 or our actual costs whichever is higher	Upon demand	May vary depending upon the type of scheduled training program and how far in advance you notify us in writing of the cancellation.

Type of Fee[1]	Amount	Due Date	Remarks
Late Charges	18% per year or the maximum lawful rate	Immediately if payments not made when due.	This charge is in addition to other remedies such as late payment fees.
Vendor Approval Fee	Currently $500 but not to exceed $1,500	As incurred.	We may impose a fee to review the practicality and quality of goods or services provided by a vendor you propose. We will charge you the actual cost of the inspection and test however that amount will not exceed $1,500 per inspection or test.
Insufficient Funds Fee	$100 per occurrence	As invoiced	Payable only if you have insufficient funds in your bank account for us to process electronic funds transfer. Our rate is subject to change.
Administrative Fee	$500 plus our costs	Upon notice of infraction, we may collect by EFT.	Failure to operate in accordance with operating standards that may result in issuance of infractions. We charge you a base fee of $500 plus our costs of obtaining your compliance, inspections, or other related costs.
Failure to Submit Required Reports	$300 per report	Upon notice of infraction, we may collect by EFT.	Failure to submit required reports, including monthly profit and loss statements by the 15th of the following month (or such date as we designate in our Manual).
Required Training Fee	$1,000 per person, per day	Upon notice, we may collect by EFT.	If we deem it necessary for operation of your franchise business or you require additional training, you must pay us the Required Training Fee. You are solely responsible for all costs associated with attending such training. This fee is payable by you even if you fail to attend the required

Type of Fee[1]	Amount	Due Date	Remarks
			training. This fee will be billed and collected with the Royalty Fee on the next due date of the Royalty Fee.
Conference Fee	$85 per month with any remaining balance to be paid in full no later than 4 months prior to the Conference	Monthly	This is our fee to organize an annual Shine franchisee conference. The Shine Annual Conference is mandatory, and you will pay this fee monthly even if you fail to attend the Shine conference. This fee will be billed and collected in the same manner as the Royalty Fee and is fully earned and non-refundable under any circumstances. Conference fee is paid via monthly payments of $85 with any remaining balance due 4 months prior to the Conference date. You are responsible for all your travel, lodging and related expenses. Additional attendees will be $500 per person and billed in the same manner.
Insurance Premium Reimbursement	Reimbursement of insurance premium plus reasonable administrative fee	On demand	Payable only if you fail to obtain or maintain required insurance, and we may (but need not) obtain it on your behalf. If we do, we will charge you a fee plus our expenses.
Enforcement Costs	Will vary	As incurred	You must pay our enforcement costs (including attorneys' fees and costs) if you do not comply with the franchise agreement.

Type of Fee[1]	Amount	Due Date	Remarks
Indemnification	An amount equal to the value of all losses and expenses that we incur	On demand	You must indemnify us when certain of your actions result in loss to us.
Default Fee	$1,500 per event of default, plus the cost of re-inspections and the costs of enforcing compliance	Within 3 days of our demand.	Applies if you are in default under this Agreement.
Holdover Fee	150% of the current Royalty Fees due	On Demand	Payable if you continue to operate your business after expiration of the franchise agreement without renewal.
National Accounts Fee [3]	May vary depending upon the terms and conditions of the National Account project	Payable monthly by EFT on the 15th of the month.	We retain the right to charge the National Accounts Fee as a flat fee amount or based on a percentage of Gross Revenues generated for the National Accounts sales.
Call Center Fee	Currently $0, but when enforced by us, we anticipate this fee to be up to $500 per month	10 Days after invoice or as we otherwise specify	Imposed if we administer a call center. Currently we do not provide or charge for these services, however, after 30 days written notice to you, we reserve the right to charge $500 per month if paid to us. If a third-party administers the call center, you will pay actual fees charged to the third-party provider.
Bookkeeping Services	$290 per month	Monthly	You must use our approved vendor Bookkeeping Express (BKE) for your bookkeeping services. They will assist in your reporting and reconciliation of accounts; additional services are available to be added but are not included in the current pricing. Prior to opening there is a $99 fee for the first 3 months provided there is no revenue. After opening, it is $290 per month.

Type of Fee[1]	Amount	Due Date	Remarks
Liquidated Damages [5]	2 years of royalty & national advertising fees	30 days after invoice	Imposed if we terminate due to your default or you wrongfully terminate.

Notes:

Note 1. All fees are uniformly imposed and collected by us, are payable to us, and are non-refundable, unless otherwise noted. We do not impose or collect any other fees or payment for any third party.

"Gross Revenues" means the total of all revenue and income from any source derived from the operation of the Franchised Business, including the full price of all goods and services sold (whether for cash, check, credit/debit, or credit) from or relating to the Franchised Business, whether or not you have received cash or other consideration. Gross Revenues does not include sales taxes or gift card redemptions. Gross Revenues includes payments received from gift cards and certificates at the time of sale of the gift cards or certificates. Gross Revenues are calculated on an accrual basis at the time Franchisee sells the goods or services, without regard to when the Franchisee receives or expects to receive cash or other consideration, therefore. Gross Revenues also includes the full retail value of all barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided by any vendor, supplier or customer will be valued at the full retail value bartered in exchange for the good or services provided to you. Gross Revenues also includes the proceeds of any business interruption insurance paid to you. Gross Revenues also includes any payments you receive from vendors. Chargebacks are not deducted from Gross Revenues.

Note 2. All fees (including minimum fees and fee caps) expressed as a fixed dollar amount are subject to adjustment based on changes to the Consumer Price Index in the United States (CPI). We may periodically review and increase the amounts up to the increase in the CPI, but only if the increase to CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of the Franchise Agreement (for the initial CPI adjustment); or (b) the date we implemented the last CPI adjustment (for subsequent CPI adjustments). We will notify you of any CPI adjustment at least 60 days before it goes into effect. We may implement no more than 1 CPI adjustment during any 5-year period.

Note 3. We may, upon 30 days' prior written notice, require you to pay the Royalty Fee by check, pre-authorized check, electronic funds transfer or similar mechanism. We may, upon notice, require you to pay your Royalty Fees on a different periodic basis.

Note 4. You are required to participate in any National Account program we designate. For all National Account projects in your Protected Area, you will pay us a National Account Coordination Fee in an amount determined by us in our sole discretion. This fee will be in addition to all other Fees, including monthly Royalty Fees, and must be paid in the same manner and time as the Royalty Fee pursuant to the Franchise Agreement. Additionally, as a participant in the National Account program, you must provide products and services to all members of the National Account at the prices and terms we establish. If you fail to comply with National Account standards or refuse a National Accounts project in your Protected Area, we have the absolute and uninhibited right to utilize another SHINE franchisee or assign the project to our affiliate and you are not entitled to any compensation if we or another franchisee provides such services in your Protected Area. We do not offer any compensation or finder's fees to you with respect to either acquiring National Accounts, your participation in National Accounts, or another party fulfilling National Accounts projects in your Protected Area. We reserve the right to modify or terminate any National Account program at any time without notice.

Note 5. You must pay us liquidated damages if: (a) we terminate the Franchise Agreement due to your default; or (b) you terminate the Franchise Agreement prior to its expiration date in a manner not permitted by the Franchise Agreement or permitted by law. Liquidated damages are calculated as the sum of average monthly royalty fees and national advertising fees imposed during the 12-month period preceding termination (or your entire period of operation if less than 12-months) multiplied by the lesser of: (a) 24; or (b) the total number of months remaining under the term. If you pay us liquidated damages in a timely manner, we may not pursue a claim against you for lost profits (but we may still seek other damages we incur due to your breach).

Item 7. Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT[1]

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW ESTIMATE	HIGH ESTIMATE			
Initial Fee[2]	$49,900	$49,900	Lump Sum	Upon signing franchise agreement	Us
Start-Up Package[3]	$22,500	$32,500	Lump Sum	Upon signing franchise agreement	Us
Grand Opening Advertising[4]	$20,000	$20,000	As Incurred	Before & after opening	US
Initial Training	$7,500	$7,500	As Incurred	Upon signing franchise agreement	Us
Travel & Living Expenses While Attending Initial Training [5]	$1,000	$3,000	As Incurred	Before, during & after training	Vendors, Airlines, Hotels, Car Rental Companies, etc.
Rent / Lease Hold Improvements[6]	$1,000	$6,000	As agreed with Landlord or Lender	As Arranged	Landlord, Mortgage Lender, Contractors, Vendors
Office Furniture[7]	$0	$2,300	As incurred	As arranged	Vendors
Sales Vehicle (3 months) [8]	$1,500	$5,500	As Incurred	As Arranged	Approved Vendor
Service Vehicle (3 months) [8]	$3,000	$4,800	As Incurred	As Arranged	Approved Vendor

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW ESTIMATE	HIGH ESTIMATE			
Accounting/ Payroll Services [9]	$990	$1,500	As Incurred	Before Opening Business	Approved Vendor
Financial Training [10]	$495	$495	As Incurred	Before Opening Business	Approved Vendor
Office Set-Up/Quickbooks/ Computer Equipment/ [11]	$185	$3,000	As Incurred	As Arranged	Vendors
Licenses and Permits	$200	$600	As Incurred	As Arranged	State, County, City
Professional Fees[12]	$500	$2,000	As Incurred	As Arranged	Attorney, Accountant
Insurance [13]	$2,400	$4,000	As Arranged	As Arranged	Insurance Companies
Additional Funds (3 months)[15]	$30,000	$60,000	As Incurred	As Incurred	Employees, Vendors, Utilities, Taxing Agencies, Etc.
TOTALS	$141,570	$203,095			

Notes:

1. This table estimates the pre-opening expenses you would incur as a franchisee through the third month of operation for a Shine Franchised Business. All amounts paid to us or our affiliates are fully earned upon receipt and strictly non-refundable. The refundability of the other items listed above are dependent upon the terms and conditions offered by the party to whom the funds are paid.

2. The initial franchise fee is payable in full, with readily available funds, upon signing the Franchise Agreement, and nonrefundable upon payment. Neither we nor our affiliate provide, assist in, or offer direct or indirect financing for your initial franchise fee or for any other payments you must make or costs you must incur in starting and operating your business. The Initial Franchise Fee in the chart above does not account for any discounts offered by us. Any eligible discounts are applied only at our sole discretion and must be documented in a written agreement or addendum signed by us.

3. At the time you sign your franchise agreement, you will be required to purchase a Start-Up Package ranging from $22,500 to $32,500, plus applicable tax and shipping costs. The Start-Up Package includes the equipment you will need to start your business, such as a window cleaning package, a pressure washing package, and gutter cleaning equipment as outlined in Item 11. We reserve the right to modify the contents and specifications of the Start-Up Package at any time to reflect brand standards or supply chain requirements. The high-end also includes a water removal device you will need to operate in the state of California.

4. You must pay us a minimum of $20,000 for grand opening advertising campaign when you sign your franchise agreement. We will spend this amount for marketing on your behalf approximately 4 months prior to your Franchised Business being open to promote market awareness and support lead generation. We maintain absolute control over the strategy, timing, and placement of these marketing amounts, This amount is in addition to other advertising obligations required of you. All amounts paid to us for grand opening marketing are fully earned and non-refundable upon our receipt.

5. The amounts in the chart represent the estimated out-of-pocket costs (including travel to and from the training site, one double- occupancy hotel room, and dining expenses) for two individuals to attend training. The amount in the chart do not represent wages for these individuals attending the initial training.

6. You may be required to lease or purchase an office space that is at least 100 sq. ft. with a warehouse, vehicle parking and storage area that is at least 1,000 sq. ft. no later than the 12th month of operation. Even if operating from a domicile initially, you must lease a climate-controlled storage unit (min. 1,000 sq. ft.) that meets our approval. The lower range in the table above, includes estimated cost of a climate-controlled storage unit. You must paint the walls of your office and warehouse in the color and type of paint we require. You must also attach interior signage within your office, and you must include our logo on the wall of your office, according to our specifications. You must stock your office with swag we require, which includes blankets, pens, stickers, key chains, hats, and koozies. The amount of the first month's rent and security deposit will depend on the size, condition and locations of the premises, and the demand for the premises among prospective lessees. The lease may impose other charges for percentage rent, real estate taxes, utilities, maintenance, or other expenses. Your landlord may impose a security deposit. You should review your lease or purchase documents to evaluate the cost of real estate leasehold improvements. Lease situations will vary in rental amounts, lease terms, amount of space required and tenant improvements required. Size, configuration and landlord requirements will be major factors in cost. The lower amount assumes you are beginning operation of your Franchised Business from your home and the higher amount assumes a rented space that meets the requirements as listed above. Some landlords finance leasehold improvements by amortizing them over the lease term and charging a higher rental amount to cover the cost. You should attempt to determine your costs and financing options before selecting a location for the office of your Franchised Business. Even if you are taking over or continuing in an existing franchisee's premises or another existing facility, we may require that you remodel or make other changes to the premises to comply with our specifications, at your cost. We are not a party to your lease, and all leasehold improvements are made at your sole expense and risk. You must maintain the premises, at your expense, in accordance with our specifications.

7. We do not require you to purchase specific office furniture or furnishings. You may choose to use office furniture or furnishings you already own, in which case you will not incur any costs for these items. If you do not already own basic office furniture, you will be required to purchase some.

8. You must have two branded vehicles in operation of your Franchised Business. One vehicle will be used for sales activities and providing estimates to you customers and the second vehicle will be your service vehicle. Both vehicles must be branded with SHINE Marks and the Service Vehicle must be fully equipped per our specifications including, but not limited to, full vehicle wraps, ladder racks, to our exact specifications from our Approved Suppliers.

For the Sales Vehicle, the lower amount assumes you already own the required vehicle and this amount is your estimated cost of enhancing the vehicle with SHINE Marks per our specifications;

the high range assumes a 3-month cost of leasing your vehicle used in operation of your Franchised Business fully equipped and branded with SHINE Marks.

The amount listed in the chart for the Service Vehicle is our estimated cost of financing and purchasing a vehicle from our designated or approved vendor. Currently the cost of enhancement of the service vehicle is included in the vehicle expense; however, if we designate another Approved Supplier, we will provide you with a 30-day notice, upon which you must make additional payment to the Third-party supplier for the enhancement of your vehicle. If you choose to purchase your vehicle your total investment may be higher. You must enhance your approved vehicle with the graphic logo we require and racks for your ladders. You must comply with our standards and use our approved suppliers in adding the ladder rack and graphics to your approved vehicle.

9. The amounts in the chart reflect 3 months of accounting/payroll services we estimate you will need in order to begin your Shine business.

10. You will receive financial training from our designated training companies. These companies will provide access to their learning management system(s) which provides you personalized training on profit and loss statements, balance sheet review, and understanding cash flow management.

11. The low estimate assumes you will already own two computers, a printer, and a smartphone that meets our standards. The high estimate assumes you will be purchasing this equipment prior to opening. See Item 11 for more information regarding the specifications for your computer/CRM software and hardware.

12. There is much variability in the market for attorney and accountant's fees. You may need an attorney to assist and advise you in setting up your business organization and reviewing contract documents. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors.

13. You must purchase insurance as required by state law and of the type and with minimum limits as we specify. Factors that may affect your cost of insurance include the size and location of the Franchised Business, value of the renovations and improvements, equipment, inventory, number of employees, and other factors. Often, these premiums may be financed on a monthly payment plan that will reduce the initial cash outlay or annually depending on your providers and your credit worthiness.

14. If you choose to purchase two contiguous territories at the same time, we anticipate your initial investment for the first 3 months will remain the same except your initial franchise fee will be $89,900. If you choose to purchase three contiguous territories at the same time, we anticipate your initial investment for the first 3 months will remain the same except your initial franchise fee will be $124,900. We anticipate each location opening approximately 6-12 months apart.

15. This category covers the initial expenses you will likely incur while you establish your business. Your expenditures will depend on factors such as your business skills and experience, general and local economic conditions, competition, the prevailing wage rate, and the volume of business you conduct during the initial period, how well your business is performing, type of business model operated, and the number of hours you are willing to invest in your business. These expenses do not include any draw or salary for the owners of the business. This estimate includes the Technology Fee in the amount of $750 per month for first three months of operation of your Franchised Business These amounts are estimates only, and we cannot assure you that you will not have additional expenses. We base these estimates on our franchisees' experience in starting and operating their Shine franchise business during the last two fiscal years.

Item 8. Restrictions on Sources of Products and Services

Purchases from Approved Suppliers; Purchases According to Specifications

You must purchase from us or a supplier we exclusively approve certain marketing, equipment, supplies and inventory necessary to start or operate the Franchised Business. This could includes, but is not be limited to, all proprietary equipment and products. As to other supplies and inventory, you may purchase them from the vendor(s) of your choice, so long as the item(s) strictly meet our specifications. We supply various products to you with the ease of ordering from our online store. While we are not restricted by the Franchise Agreement to do so, we reserve the right to require that only suppliers we approve to provide products or services, according to our standards, be the only approved supplier when (i) the items are proprietary, (ii) the items utilize our trademarks and commercial symbols, (iii) we determine if we can negotiate a better price for our franchisees by leveraging the franchise system's bulk purchasing power, and/or (iv) we believe using our designated suppliers allows franchisees to benefit from the expertise developed by those suppliers in servicing our franchisees. We strive to maintain consistency, high quality, and uniformity within the System. Otherwise, unless a supplier is designated as mandatory, we may provide recommended suppliers but you are free to choose your own supplier subject to our prior written approval. No franchisor officer owns an interest in any supplier.

We require that you purchase all items that utilize our trademarks from vendors we approve, including your postcards, business cards, yard signs, thank you cards, coffee mugs, pint glasses, window care materials, apparel, and Christmas lights. We currently have approved suppliers for these items and reserve the right to add to this list at any time. You are also required to use our VOIP Phone System of the brand and include the services as we may designate from time to time. We issue specifications in writing and incorporate them in the Manual. These specifications may include quality, installation, application, delivery, performance, design, brands, model, part numbers and appearance. In some instances, you must purchase items that comply in our reasonable subjective determination of whether such items meet the standards and comport with the Shine image. If we have not provided specifications, you may purchase any items that reasonably meet the requirements of the Franchised Business.

If you propose to purchase from an unapproved source any items for service for which we have identified designated or approved supplier(s), you must request our prior written approval. We may require as a condition of granting approval that our representatives be permitted to inspect the supplier's facilities and that information, specifications, and samples, as we reasonably require, be delivered to us or to an independent, certified laboratory for testing. We may charge a vendor approval fee for testing, which will be actual cost of the inspection and test, currently $500 but may increase up to $1,500 depending upon the complexity of the review. We will notify you within 30 days of your request as to whether you may purchase products from the proposed supplier. If we agree to evaluate a supplier, we will provide the supplier with our specifications and standards and our criteria for supplier approval.

If we have not identified an approved supplier or distributor for an item or service, you may purchase the item or service from a supplier of your choice, but they must strictly meet our specifications, which may include brand requirements. You are strictly not allowed to purchase items or services from vendors, suppliers, distributors, or other providers if we prohibit it.

Our officers do not own any interest in any of our approved suppliers.

We must consent to your business premises and lease terms before you sign a lease and before you are allowed to begin operations of your Franchised Business. If we deem necessary, we will require you to sign a lease rider as part of your lease, attached as Attachment F to the Franchise Agreement.

At the time you sign your franchise agreement, you will be required to purchase from us a Start-Up Package ranging from $22,500 to $32,500 (plus applicable tax and shipping as described in the Manual). The Start-Up Package includes required supplies and equipment necessary to begin operations. During the term of your Franchise Agreement, you will be required to purchase most of the equipment you use in the operation of your Franchised Business from vendors we approve, including, if applicable, the window cleaning products, tools, equipment, apparel, and holiday lights.

You must have at least two vehicles in operation of your Franchised Business. One vehicle will be used for sales activities and providing estimates to you customers and the second vehicle will be your service vehicle. Both vehicles must be enhanced with SHINE Marks and the Service Vehicle must be fully equipped per our exact specifications. Your initial vehicles used in operation of your Franchised Business must be leased or purchased from our designated or approved supplier. Any additional vehicles used in operation of your Franchised Business must be a late model, full-sized truck or van that is in good condition and purchased from our designated or any other supplier we may approve. Such vehicle must be compliant, be fully equipped and enhanced with our current specifications.

You will be required to use our designated vendor for your accounting and payroll services. Currently we require you to use Bookkeeping Express (BKE) as your bookkeeping vendor for the first 12 months you are in business. Your Technology Fee currently includes access to our required CRM software; however, you are required to purchase and use computer software and/or hardware package from our approved suppliers. (See Item 11 for more information.) You must grant us and our approved accounting firm unrestricted and an independent access to Shine-specific data or reports generated from your QuickBooks, CRM software, or your POS system at any time. You must provide us with the login information for each of these software and systems.

You are required to use the credit card processing service we approve. Since you accept credit cards as a method of payment at your Franchised Business, you must comply with payment card infrastructure ("PCI") industry and government requirements. PCI security standards are technical and operational requirements designed to protect cardholder data. The standards apply to all organizations that store, process or transmit cardholder data and cover technical and operational payment system components involving cardholder data. Notwithstanding the credit card processing requirement, we do not represent, nor certify to you or your customers that the credit card processing service approved or provided by us or an affiliate is compliant, whether or not certified as compliant, with the PCI Data Security Standards. Your credit card processing provider should assist you with this compliance.

We reserve the right to implement a call center. The call center may be administered by us or a third-party suppler we designate. If we implement a call center, you must participate immediately in accordance with our policies and procedures and pay all associated fees.

Though approved by us, we and our affiliates make no warranty and expressly and specifically disclaim all warranties, including warranties of merchantability and fitness for any particular purpose with respect to fixtures, furniture, equipment (including without limitation, any and all required computer systems) supplies or other approved items.

<u>Insurance</u>

You must obtain and maintain insurance policies protecting you and us against any demand or claim with respect to personal injury, death or property damage, or loss, liability, or expense related to or connected with the operation of the SHINE Franchised Business. All insurance must be provided by an approved vendor or an insurer with an A.M. Best rating of not less than an A-VIII ("excellent" and $100,000,000 to $250,000,000 in policy holder surplus) and are authorized to sell insurance in the state in which your Franchised Business is located. You must also provide us with a certificate of insurance and additional insured endorsement complying with the below requirements no less than 10 days prior to opening your Franchised Business for all other policies, and at least 30 days prior to any renewal providing the endorsements as noted below. If you do not comply with the insurance requirements we reserve the right, but not the duty, to force place insurance on your behalf and charge you the premium due along with any administration fee that might apply and which will be due immediately to us.

You must obtain and maintain insurance that meets our minimum insurance requirements, which currently are the following:

(i) Commercial general liability insurance, including coverage for bodily injury, property damage, products/completed operations, and personal/advertising injury coverage with limits no less than $1,000,000 per occurrence and $2,000,000 in aggregate;

(ii) Automobile liability coverage for owned, non-owned, and hired vehicles, with coverage in the amount of $1,000,000 combined single limit;

(iii) Commercial umbrella coverage with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

(iv) Employment practices liability insurance for $25,000 per occurrence and naming Shine Development, LLC as a co-defendant;

(v) Worker's compensation insurance where required by law, statutory worker's compensation insurance, including employer's liability coverage, with limits not less than $500,000; and

(vi) any other insurance required by the state or locality in which your Franchised Business is situated.

(vii) We reserve the right to require you to obtain insurance policies to protect against cybersecurity threats, and accordingly, to require that we are named as additional insured on these cybersecurity insurance policies.

We recommend (but do not require) that you also carry the following insurance coverage for your Franchised Business, at your insurance broker's recommended limits: property damage coverage and personal property of others coverage; privacy and cyber liability coverage; and business interruption insurance. We must be named as additional insured on all of these policies, except for worker's compensation insurance, and provide us with the additional insured endorsement for each policy. All insurance policies must include a waiver of subrogation in favor of us and our affiliates, and each company's officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees, and must include a 30-day notice of cancellation directed to both you and to us or the person we designate.

These are our minimum requirements. We have the right to establish and modify the minimum coverages required and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards, and other relevant changes in circumstances. You should consult with your own insurance advisor to determine whether they are appropriate and sufficient for your business and to protect your assets. Your landlord and lease may require more coverage, additional or different types of coverage.

Vendor List

You must purchase from us or a vendor we exclusively approve all items used to start or operate your business that contain or bear the Marks. All items that you purchase from approved suppliers must strictly meet our specifications. This includes advertising and marketing materials, forms, and promotional items. In addition, you must purchase the signs used to identify the Franchised Business and all vehicles from a vendor we designate or approve.

We publish a list of approved vendors and order procedures in the Manual. We may approve other vendors if you request it in writing or if a vendor requests it and if the vendor demonstrates to our satisfaction that it is financially stable and can provide product(s) or service(s) that meet our specifications and that are consistent with our image. We may charge a reasonable fee to cover our costs in evaluating a proposed vendor not to exceed $500. We will give you a good faith estimate of our cost of evaluating a proposed vendor within a reasonable time after you make the request, but before we begin the evaluation process. We will normally make our decision within 60 days. If no decision is made within 60 days the request is deemed denied**.** We reserve the right to disapprove any previously approved vendor whose performance falls below our standards or for any other reason we deem necessary. We will make any approvals of new vendors or revoke approval of vendors in writing and will incorporate our decision in the Manual.

Certain vendors support our annual franchise conference by sponsoring the event. During our most recent fiscal year ending December 31, 2025, we received $49,550 from fees paid by vendors to sponsor and support our franchise conference, which represents 2% of our total 2025 revenue.

During our last fiscal year ending December 31, 2025, we received $23,674.91 or 0.9% of our total revenue of $2,647,635.93 from franchisee purchases from us or other approved suppliers. During our last fiscal year, our affiliate received $0 from purchases made by our franchisees.

We may negotiate and receive rebates, discounts, allowances or other material consideration for our sole use from certain designated suppliers with whom you do business. We will retain all such revenue, rebates, discounts and material consideration and have no obligation to share such revenue received with you. Our parent, Evive, receives a rebate of up to 5% of the cost of employee uniforms, merchandise and other branded products and print materials purchased through our online store (this rebate becomes effective in 2026). There are no other currently-effective supplier relationships involving rebates, payments or other material benefits to us or our affiliates. We may but are not required to negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. Our officers do not own any interest in any of our approved suppliers.

There are currently no purchasing or distribution cooperatives in our franchise system. Except as described in this Item, we do not currently provide any material benefits to you based upon your use of designated or approved sources. We estimate that your purchases of goods and services in accordance with specifications will represent approximately 70 to 75% of your total purchases in connection with establishing Your Franchised Business and approximately 75 to 85% of your total purchases in connection with operating Your Franchised Business.

Item 9. Franchisee's Obligations

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Article 6	Item 11

Obligation	Section in Agreement	Disclosure Document Item
b. Pre-opening purchases/leases	Article 6	Item 7
c. Site development and other pre-opening requirements	Article 6	Item 7
d. Initial and ongoing training	Articles 4, 10	Item 11
e. Opening	Article 6	Items 7, 8, 11
f. Fees	Articles 1, 2, 7, 10, 15	Items 5, 6, 7, 8, 9, 10
g. Compliance with standards and policies/Operations Manual	Articles 1, 6, 7	Items 8, 11
h. Trademarks and proprietary information	Articles 1, 5	Items 13, 14
i. Restrictions on products/services offered	Article 7	Items 8, 16
j. Warranty and customer service requirements	Article 7	Items 11
k. Territorial development and sales quotas	Article 13	Item 12
l. Ongoing product/service purchases	Article 7	Item 8
m. Maintenance, appearance and remodeling requirements	Article 7	Not Applicable
n. Insurance	Article 8	Item 7
o. Advertising	Article 2	Items 6, 7, 11
p. Indemnification	Article 8	Item 13
q. Owner's participation/management/staffing	Articles 4, 7	Item 15
r. Records and reports	Article 3	Items 8, 15
s. Inspections and audits	Article 3	Item 6
t. Transfer	Article 10	Item 6
u. Renewal	Article 1	Item 6
v. Post-termination obligations	Articles 5, 15	Item 17
w. Non-competition covenants	Article 14	Item 17
x. Dispute resolution	Article 16	Items 9 & 17
y. Unlimited Guaranty	Article 9	Attachment C

Item 10. Financing

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

Item 11. Franchisor's Assistance, Advertising, Computer System & Training

Pre-Opening Obligations.

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

As set forth in Article 6 of the Franchise Agreement, after you sign your Franchise Agreement, but before you open your business, we will:

1. Determine your Protected Area in our sole discretion under the Franchise Agreement (Franchise Agreement – Article 1, Attachment B).

2. Provide to you, on loan, one copy of the SHINE Business Operations Manual(s), either in electronic or paper form, which we reserve the right to modify at any time. (the "Manual" or "Operations Manual") (Franchise Agreement – Article 1).

3. Provide initial training for you as described in detail below (Franchise Agreement – Article 4).

4. Evaluate and approve (in our sole discretion) sites you propose for your Franchised Business (Franchise Agreement – Article 1, Attachment B).

5. Provide you directly with the Start-Up Package. The Start-Up Package includes the start-up equipment, and supplies fulfillment you will need to begin operations of your business. For all other items you will need, including other equipment, signs, fixtures, opening inventory, we will provide you with a list of our approved or recommended vendors and the specifications for all items you will need for your business. We deliver the Start-Up Package to you but do not otherwise install or deliver any of these items to you. (Franchise Agreement – Article 1).

6. Provide you a copy of our approved or recommended vendors, which we will add to or delete from at anytime in our discretion. (Franchise Agreement – Article 1).

7. We may administer a call center (either ourselves or through a third-party supplier) to answer client calls, set client appointments, route new client leads and/or provide other services we deem appropriate. If we establish a call center program, you must participate and pay the associated fees (Franchise Agreement, Section 7.22)

We are not required to provide you other supervision, assistance or services prior to the opening of the Franchised Business. However, if requested, we may advise on additional topics related to the opening of your Franchised Business (Franchise Agreement – Article 1).

After you open your Franchised Business, we will:

1. Take any actions we deem appropriate to protect or defend the Marks or System (Franchise Agreement - Article 1).

2. Manage any National Advertising Fees. (Franchise Agreement – Article 2.)

3. Provide a periodic training program. Please refer to Franchise Agreement - Article 4 for information regarding the frequency and number of training programs we may require you to participate in.

4. While we are not required to do so, from time to time we may offer conferences and other training courses relating to our industry and to the conduct of the Shine System. Attendance is mandatory and you must send at least one representative from your Franchised Business to our annual Convention and any other trainings as we require. These courses may be conducted by

our employees and/or by other trainers and will address various aspects of our business and other topics of interest to you or us. The Conference Fee which is currently $1,000 per person is due and payable, whether or not the attendee actually attends the conference, convention, or training courses. Beginning with the effective date of the franchise agreement, we will bill you $85 per month until such time as the conference fee is paid in full; we anticipate this to be paid in full at least 4 months prior to the conference. If you have any remaining balance due, it will be required to be paid in full no later than 4 months prior to the conference. This fee will be billed and collected in the same manner as the Royalty Fee prior to the conference through EFT and is non-refundable under any circumstances. Additionally, you will be responsible for all transportation, lodging, food, and other costs incurred by your manager in attending such conference. (Franchise Agreement – Article 4). We also expect to be in regular contact with you to discuss your operation of the Franchised Business and to generally be of assistance; you are required to participate in these discussions and coaching sessions at our request.

5. If we deem it necessary or require additional training for all franchisees, or specifically for you in operation of your franchised business, you must attend such required training and pay us the required training fee and are solely responsible for all costs associated with attending such training. This fee is payable by you even if you fail to attend required training. This fee will be billed and collected with the Royalty Fee on the next due date of the Royalty Fee. Currently the fee is $1,000 per person. Additionally, you will be responsible for all transportation, lodging, food, and other costs incurred by your manager in attending such training (Franchise Agreement – Article 4)

6. You may set prices for your Franchised Business provided that, such pricing: (1) meets our minimum or maximum; and (2) complies with any prices we specify; and (3) conforms to any promotional programs or national and regional account programs periodically established by us. We maintain the absolute right to establish and enforce the maximum and minimum prices that you offer to your customers to the extent permitted by law (Franchise Agreement, Section 7.03). In jurisdictions where mandatory pricing is prohibited, the prices we provide shall be considered 'Suggested Prices' only.

7. We may, but need not, administer a call center (either ourselves or through a third-party provider) to answer client calls, set client appointments, route new client leads to an appropriate SHINE Business and/or provide other services we deem appropriate. If we establish a call center program, you must participate and pay the associated fees. (Franchise Agreement – Section 7.22)

Operations Manual

Our Operations Manual may be in digital format to view on a web platform or PDF format available for download. The Operations Manual contains specifications and mandatory and suggested standards and procedures. This Operations Manual is confidential and remains our sole property. We reserve the right to modify the Operations Manual, at any time and in our sole discretion, and you must strictly comply with all such modifications at your own expense, but the modifications will not alter your status and rights under the Franchise Agreement. Currently our Field Operations Manual is located within our Shine University platform that is digitally based only; our Operations Policy Manual is available in PDF format. Exhibit D includes a representation of the Table of Contents of the Operations Manual. The Operations Manual is comprised of approximately 116 pages.

Initial Training

Initially, you must have a minimum of two people to operate and provide the services of the Franchised Business. Of these two, one must be you or another operating principal. You or a designated manager ("Manager") must work full time and use his/her best efforts in the business operations and management.

Our Initial Training cost includes training for you and three additional individuals. If you or another operating principal are the Manager, then you (or the operating principal serving as Manager) and a technician must attend and complete our initial training to our satisfaction. If you or another operating principal are not the Manager, then you (or another operating principal), the Manager, and a technician must attend and complete our initial training to our satisfaction. The Initial Training Fee must be paid at the time you execute your franchise agreement in the amount of $5,000; this fee does not include any out-of-pocket expenses such as travel, lodging, food or wages that you may incur. This fee is fully earned and non-refundable upon payment; it is not reduced if fewer than four individuals attend the initial training. Failure to complete initial training to our satisfaction constitutes a material breach of the Franchise Agreement.

Our initial training program is provided under the supervision of Brett Marhenke, who has 2 year with the Franchisor and has 3 years of experience in the industry. Training may also be provided by Mike Mulder who has 2 year with the Franchisor and has 16 years of experience in the industry, or Debra Huben who has 5 years of industry experience, or Noah Schuitema who has 3 years of industry experience. We may designate individuals from our Shine Home Office team to train you provided that any individual training you will have a minimum of one year of experience in the industry.

Our initial training is generally scheduled on an as needed basis at a location we designate. We will decide at our sole and absolute discretion whether you successfully complete the initial training program based upon knowledge test results and our observations of your ability to use the knowledge effectively. You must successfully complete the initial training no more than 30 days before the scheduled opening of your Franchised Business. You are solely responsible for all salaries, compensation and travel related expenses of your attendees receiving training, both initial training and ongoing training.

The Operations Manual will be the primary instructional material.

You or your Manager will train all your other employees in strict accordance with our Standards. All newly hired full-time employees must successfully pass the required training before beginning work in the field. For further information regarding training of employees, please review Franchise Agreement – Article 4.

Ongoing Training

While we are under no obligation to do so, we plan to provide additional, ongoing training for you and your manager(s) and employees at no additional charge if the training is already on our schedule. You would be responsible for salaries, compensation, benefits, and living and travel expenses of trainees attending any ongoing training. We may require you or your Manager to attend additional training or refresher courses if we deem it necessary and at such times and locations as we designate, and you must comply with such requirements at your sole expense.

TRAINING PROGRAM – SHINE BRIGHT START 1,2, & 3 (BS 1, 2, & 3)

(for Owners and Managers)

TOPIC	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
SHINE UNIVERSITY VIRTUAL TRAINING | BRIGHT START | PHASES 1-3			

Shine University Virtual Tasks	20		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Marketing Courses	3		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Career Plug Courses	3		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Protfit Soup	8		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Shine Sales Academy	4		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
BPro Traning	1		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Technician Training	3		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Crew Leader Training	2		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Business Development Training	3		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Leadership	3		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Weekly Training Touchpoints	20		Self-directed virtual modules, Zoom calls & 1-2x weekly coaching calls – Their Location-Virtual
Total Shine University Courses Training Hours	**70**		**Self-directed virtual modules, Zoom calls & 3x weekly coaching calls – Their Location-Virtual**
3 DAYS | BRIGHT START | IN-PERSON TRAINING			
Marketing In-Person Training		8	Support Center Jenison, Michigan; or any other physical or virtual location including Shine University, as we designate
Shine Sales Academy In-Person Training		8	Support Center Jenison, Michigan; or any other physical or virtual location including Shine University, as we designate
Hiring Staffing In-Person Training		3	Support Center Jenison, Michigan; or any other physical or virtual location including Shine University, as we designate
Shine+ In-Person Training		1	Support Center Jenison, Michigan; or any other physical or virtual location including Shine University, as we designate

Total In-Person Phases 1-3 Training Hours		**20**	**Support Center Jenison, Michigan; or any other physical or virtual location including Shine University, as we designate**
1 WEEK | BRIGHT START | IN-PERSON TRAINING | PHASE 4			
Culture/Brand	1		Support Center Jenison, Michigan; or any other physical location we designate
Field Training		8	Support Center Jenison, Michigan; or any other physical location we designate
Field Training/Operations		8	Support Center Jenison, Michigan; or any other physical location we designate
Business Coaching/EOS	2		Support Center Jenison, Michigan; or any other physical location we designate
Technology/CRM	3		Support Center Jenison, Michigan; or any other physical location we designate
Marketing/Staffing and Hiring	1		Support Center Jenison, Michigan; or any other physical location we designate
Shine Sales Academy Training	2		Support Center Jenison, Michigan; or any other physical location we designate
Virtual Estimating	4		Support Center Jenison, Michigan; or any other physical location we designate
On-Site Sales Training		4	Support Center Jenison, Michigan; or any other physical location we designate
Financials	1		Support Center Jenison, Michigan; or any other physical location we designate
Holiday Lighting Landscape Lighting		4	Support Center Jenison, Michigan; or any other physical location we designate
Debriefing & Issuance of Certificates	2		Support Center Jenison, Michigan; or any other physical location we designate
Sales, Leadership, Financials, Marketing, Operations, Technology	4		Support Center Jenison, Michigan; or any other physical location we designate
Total Phase 4 Training Hours	**20**	**24**	**Support Center Jenison, Michigan; or any other physical or virtual location including Shine University, as we designate**
4 WEEKS | BRIGHT START | PHASE 5			
Leadership/Management		3	On-Site

Technology		3	On-Site
Office Operations		3	On-Site
Operational-On Site		9	On-Site
Shine Sales Academy - Field Training		6	On-Site
Total Phase 5 Training Hours		**24**	**On-Site**
Total Phases 1-5 Training Hours	**90**	**68**	

All times are approximate and we may customize them based upon your experience and rate of learning and suited to your schedule. The locations of the training are as indicated in the chart above and any other designated location. Franchise Agreement – Article 4.

If our representative is scheduled to conduct an on on-site training program at your Franchised Business and you subsequently cancel or reschedule the scheduled training program, then you must pay us our then current on-site training cancellation fee, which is currently $1,000 or our actual costs whichever is higher ("On-Site Cancellation Fee") plus any non-refundable travel or lodging costs we incurred. The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance you notify us, in writing, of the cancellation.

You agree that we are not obligated to provide any training or assistance to your particular level of satisfaction, but as a function of our experience, knowledge and judgment. You also acknowledge that we are not obligated to provide any services to you that are not set forth in this agreement. If you believe we have failed to adequately provide any pre-opening services to you or to your employees, whether with respect to site selection, selection and purchase of equipment and supplies, training or any other matter affecting the establishment of your Franchised Business, you must notify in writing within 30 days following the opening of your Franchised Business or you will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by us were sufficient and satisfactory in your judgment and complied with all representations made to you.

Site Selection

You may begin operation of your Franchised Business from your domicile, however, no later than twelve (12) months after signing your Franchise Agreement and completion of your Shine Bright Start training, you must purchase or lease a commercial location for your Franchised Business ("Premises"), subject to our prior written approval. We will provide to you our minimum requirements for purchase or lease of the Premises. We consider factors such as demographics and the general makeup of the surrounding area, when considering sites for the Franchised Business. You will not sign a lease, sub-lease or other obligation until after we have provided our approval of the Premises and lease or sub-lease in writing. We will not unreasonably withhold our approval. If we do not approve your request in writing within 30 days following receipt of all information required to evaluate the site, the site will be deemed disapproved. You acknowledge and agree that failure to select an approved location and sign the lease within twelve (12) months after signing your Franchise Agreement is a material default and cause for termination of the Franchise Agreement. This provision applies if you initially set up your office in your domicile and will again apply to the approval of your commercial and warehouse space.

We must consent to your business premises and lease terms before you sign a lease and before you are allowed to begin operations of your Franchised Business. If we deem necessary, we will require you to sign a lease rider as part of your lease, attached as Attachment F to the Franchise Agreement.

Approval of the Premises or the lease or sub-lease by us does not constitute a representation or warranty that the Premises will be successful, profitable, or in a good location and does not constitute a legal or other opinion as to any term of the lease or sub-lease or the safety or legal compliance of the Premises. You are solely responsible for all liabilities arising from the lease. We do not generally own the premises or lease directly to franchisees.

Within 12 months from the effective date of your franchise agreement, you are required to lease or purchase an office space that is at least 100 sq. ft. with a warehouse and storage area that is at least 1,000 sq. ft. You must paint the walls of your office and warehouse in the color and type of paint we require. You must also attach interior signage within your office, and you must include our logo on the wall in the size and manner we specify. You must stock your office with advertising and marketing materials we require, which includes blankets, pens, stickers, key chains, hats, and koozies. You must purchase these items from us or our affiliate, or from other vendors we designate.

If you request that we send a person to your Protected Area (as defined in Item 12 below) to assist in identifying, selecting or negotiating the terms of a lease or purchase of or otherwise in connection with your selection of the Premises, we may send such person to assist you provided that you arrange for appropriate transportation, hotels and meals and reimburse them for all reasonable out-of-pocket expenses incurred in visiting your Protected Area and assisting with the selection of your Premises.

Other than those things described in Item 8 or Item 11 of this disclosure document, we do not provide assistance with conforming the premises to local ordinances and building codes and obtaining any required permit, and/or constructing, remodeling, or decorating the premises, and or hiring and training employees. You are solely responsible for ensuring the Premises complies with the Americans with Disabilities Act (ADA) and all other applicable laws and regulations.

Marketing and Promotions

All marketing and promotion must be conducted in a professional and dignified manner and must conform to our specified standards and requirements. All marketing and promotional materials, including product identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will be provided for you from our approved vendors.

We may create and license to you, social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by you with any Internet directory, website, platform, or similar item in the operation of your Franchised Business. You are strictly prohibited from creating websites, social media accounts, capture digital leads outside of your approved CRM system, e-mail marketing software accounts or other comparable accounts outside of those which we license to you. You will operate your Franchised Business so that it is clearly identified and advertised as a SHINE franchise. You will use the trademark "SHINE" and the other Marks which now or hereafter may form a part of the System, on all signs, supplies, business cards, uniforms, advertising materials, Technology platforms, signs and other articles in the identical combination and manner as we may prescribe in writing and you will supply to us samples and photographs of the same upon our request. You will comply with all trademark, trade name, service mark and copyright notice marking requirements and you will supply to us samples or photographs upon our request.

National Advertising Fee

We utilize the National Advertising Fee to pay for the creation of national, regional, and local advertising as we see fit. The current contribution is 2% of your Gross Revenues. The National Advertising Fee may be raised by us at any time to 3% of your Gross Revenues. Other franchisees' National Advertising Fees may be calculated at a different rate or on a different basis and, under limited circumstances, certain franchisees may not be required to pay National Advertising fees. We have the sole discretion to settle or forgive any accrued and unpaid National Advertising Fees owed by a franchisee.

We have the sole discretion how and where the National Advertising Fees are spent to promote, enhance, or further the growth of the System, including, without limitation, promotional marketing, public relationships, advertising expenses, hiring marketing, public relations and advertising agencies and in-house personnel to assist in developing the Shine brand name and average unit volumes, expenses associated with listings in online directories, subsidies designed to garner media attention and promote the brand name, travel expenses in connection with promotions and marketing meetings, training, development of trademarks and trademarked materials, production of circulars, media, advertisements, coupons, and promotional materials (including point of purchase materials) and for any other use we may determine. Additionally, we may use the National Advertising Fees to pay for expenses incurred in developing and maintaining the non-franchise sales portion of the website, social media pages, SEO software or services for the brand and technology services and development for the brand. Materials developed from proceeds from the National Advertising Fees will be available to all franchisees which may include video and audio recordings, digital prototypes, mats, posters, banners, and miscellaneous point-of-sale items. You will be responsible for implementing any advertising programs or placing any advertising content we create, at your own expense. You will receive one sample of each at no charge. If you want additional copies, you must pay duplication costs.

We may occasionally provide for placement of advertising on behalf of the entire franchise system. However, you are responsible for expenditure of the Local Advertising Spend and utilizing the advertising content we provide in your local Protected Area. Most placement of advertising would be on a local or regional basis, typically by local or regional advertising agencies hired by individual franchisees or advertising cooperatives. We have no obligation to spend any amount of the National Advertising Fee or any other marketing monies in your Protected Area.

We will not use National Advertising Fee monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using these monies (including Internet advertising) information concerning franchise opportunities, and a portion of National Advertising Fee monies may be used to create and maintain one or more pages on our web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

We do not, and have not, used the National Advertising Fees to specifically solicit and sell franchises, however, some amount may be used to maintain the Shine website, which contains a page that discusses the Shine franchise opportunity.

We deposit all National Advertising Fees into a separate account and do not comingle these fees with our other funds. There is no requirement that the National Advertising Fee monies be audited. We will have an accounting of the National Advertising Fee monies prepared each year and we will provide you with a copy upon your written request. The National Advertising Fee account is not a trust and we assume no fiduciary duty in administering the National Advertising Fee monies. Company-owned Shine businesses are not required to contribute to National Advertising Fees on the same basis as other franchisees.

The following is a percentage breakdown of the use of the National Advertising Fees for the last fiscal year ending December 31, 2025:

Allocation of Marketing Expenditures (2025)				
Use of Funds	**Production**	**Media Placement**	**Administrative Expenses**	**Other**
Allocation	66%	23%	10%	1%

*Other includes credit card fees and other miscellaneous fees.

We currently sponsor the Shine Advisory Council. The number of franchisee members will be determine based on total number of franchisees in the system that advise us on advertising policies. The advisory council does not have decision-making power; it is advisory only. We have the right to form, change or dissolve any advisory council as well as to increase or decrease the number of participants involved. You can reach the Shine Advisory Council by contacting us at 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251.

Grand Opening Advertising

You must pay us a minimum of $20,000 for a non-refundable grand opening advertising campaign when you sign your franchise agreement. We maintain absolute discretion over how we spend this amount for marketing on your behalf approximately 4 months prior to your Franchised Business being open to promote lead generation and market awareness. This amount is in addition to other advertising expenses required of you. All amount paid to us for grand opening marketing are fully earned and non-refundable upon our receipt.

Local Advertising

You must spend a minimum $2,100 per month on local advertising. We reserve the right to increase this amount up to $5,000 per month with a 60 day written notice to you. Regardless of your minimum spend identified in this section, your Local Advertising spend must include $500 per month on pay-per click digital advertising. We may require you to spend this money with vendors we designate. All required spend in Local Advertising must be done according to our standards and specifications as we set forth in our written policies, and Operations Manual. If you fail to meet the Local Marketing Requirement and/or fail to provide verification of your spend to our satisfaction, you must pay us the difference between the required spend and actual amount spent on local advertising for your Franchised Business. We may utilize these amounts for National Advertising Fee program at our sole discretion. If we utilize the Local Advertising Spend for National Advertising, this contribution is in addition to your obligation to pay into the National Advertising Fee. We anticipate that you will utilize such groups as the Business Network International (BNI), your local Chamber of Commerce and various networking groups to market your Shine franchised business.

We are not obligated to spend any amount on advertising in your Protected Area.

Local or Regional Advertising Cooperatives

We do not currently require you to participate in any local or regional advertising cooperatives. When established we estimate you will contribute between 3% to 4% of Gross Revenues on such cooperative marketing. We have the exclusive right to require that advertising cooperatives be formed, changed, dissolved, or merged. If you are required to participate in an advertising cooperative, you will be required to contribute your share of the cooperative's budget as determined by the cooperative's members. The National Advertising Fee and the cooperative marketing contribution may not cumulatively exceed 6% of monthly Gross Revenues. Any percentage contribution would be set by the cooperative on a vote of a majority of its members.

Each required local advertising cooperative must adopt written governing documents. Each cooperative may determine its own voting procedures; however, each company-owned Shine business will be entitled to one vote in any local advertising cooperative. The members and their elected officials are responsible for administration of the cooperative. Advertising cooperatives must prepare quarterly and annual financial statements prepared by an independent CPA and must be made available to all franchisees in the advertising cooperative.

Any cooperative formed is not a trust fund. We have no fiduciary duty to you or any franchisee in connection with the collection or use of the cooperative monies or any aspect of the operation of the Cooperative.

You may not engage in sales through alternative distribution channels or the Internet without our prior written approval. We are not required to give you such approval. You shall not engage in marketing on any social media websites, including but not limited to Facebook, Instagram, snapchat, X (formerly Twitter), or any other similar platforms without prior written consent from us. You may not include any photos on your website that contain any Shine Window Care or Shine Holiday Lighting logos on gear or articles of clothing unless prior written approval has been received from us.

Computer System/CRM System

We require you to use certain computer equipment and software. You may not select any computer hardware that does not meet or exceed our current minimum requirements. You must also have a late-model smart phone and other technology we require from time to time. It is your responsibility to have our required software installed on your laptop in order to be eligible for training. You are responsible for maintaining and repairing your hardware and for installing necessary updates and upgrades to the operating system software as necessary. We estimate the annual cost of these updates and upgrades would be approximately $500 per year. We may recommend or require additional hardware, software, licensed services, or devices. The computer system and/or CRM for your Franchised Business will be dedicated for the operation of your Shine franchise and used for no other purpose. All sales must be processed through the approved CRM systems and reported as gross revenue and no other supplemental or secondary CRM system may be used.

We currently require you to use the following computer software: Better Software (BPro) (“CRM”) software; you must only use the software we designate and it must be purchased from our approved or designated supplier; Shine approved communication and coaching platforms; and Google Drive/Emails. You must purchase separately a QuickBooks Online Plus subscription from INTUIT and operate using QuickBooks continuously; your QuickBooks subscription must include a budgeting software component and you must reconcile your books each month.

Your Technology Fee currently includes the cost of your BPro CRM software (1 license), a local webpage for your Shine business, up to 3 email addresses, a designated phone number, access to LMS (if implemented and other online materials and platforms; however, at our sole discretion we may charge additional fees for the cost of CRM software or designate an Approved Supplier for the CRM software. If we implement a separate fee or designate an Approved Supplier, we will provide you with a 30-day notice, upon which you must make additional payment to us or the third-party supplier. Additional email addresses and CRM licenses require additional fee as applicable.

You must pay us a Digital Marketing Fee, which will cover the website content management services we provide to you. We have the right to add or delete services and increase this fee with 60 days’ prior written notice to you at any time.

We and our approved accounting firm are to be allowed unrestricted access to the Shine-specific portion of your QuickBooks and CRM software at any time. You will be required to share login information with us.

As scheduling, report preparation and processing software and accounting programs become more sophisticated, we may require you to upgrade, replace, or supplement hardware and related items. We anticipate the cost to purchase or lease the computer system, VOIP phone system, and all required software to be $2,300. You must upgrade your computers, modems and printers and purchase any additional equipment we specify to accommodate the software, or to improve the overall effectiveness and competitiveness of your business. There are no contractual limitations on the frequency or the costs you may incur to upgrade or update the system. Neither we nor our affiliate nor other third parties have any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer hardware or software. We will have independent and unlimited access to the information that will be generated or stored in any electronic cash register or computer system. There are no contractual limitations on our right to access the information.

Information Systems/Technologies

We may designate the Technology System used in your Franchised Business, including the computer hardware, software other equipment and enhancements (the “Technology System”). If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the franchise business unless otherwise directed by us.

You are solely responsible for protecting yourself from disruptions, Internet Access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and you waive any and all claims you may have against us or our affiliates as the direct or indirect result of such disruptions, security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Franchise Business, unless otherwise directed by us.

You hereby release and agree to hold us and our affiliates and our respective officers and directors, harmless from and against any and all claims, liability, damages or causes of action of any nature arising from or in connection with the installation, maintenance or operation of the Technology System and its billing and payment processing, except to the extent arising from such party’s gross negligence or intentional acts.

All of the information we or our affiliates obtain from you or about your Franchised Business, and all information in your records or our records concerning the members of your Franchised Business (“the Information”) and all revenues we derive from the Information will be our exclusive property. However, you may at any time during the term of your franchise agreement, use in the operation of your Franchised Business (but for no other purpose), to the extent lawful and at your sole risk and responsibility, any information that you acquire from third parties in operating your Franchised Business, such as customer data. The information (except for information you provide to us or our affiliates with respect to you and your affiliates, including your respective officers, directors, shareholders, partners or equity members of your entity) will become our property which we may use for any reason as we deem necessary or appropriate in our discretion. You hereby authorize your payment processor to release the information to us at any time. Following termination or expiration of this Agreement you will no longer use any of the Information, except to comply with your post-termination obligations under this Agreement and you authorize your payment processor to release the Information exclusively to us and/or our designees.

You must acquire and utilize all Technology Systems we require from time to time. Technology Systems may relate to matters such as: purchasing; pricing; accounting; order entry; inventory control; scheduling; billing; security; data storage, retrieval and transmission; client information; client loyalty; marketing; communications; copying, printing and scanning; or any other business purpose we deem appropriate. We may require that you acquire new or substitute Technology Systems and/or replace, upgrade or update existing Technology Systems at your expense upon reasonable prior notice. You are solely responsible for: (i) the acquisition, operation, maintenance, updating and upgrading of your Technology Systems; (ii) the manner in which your Technology Systems integrate and interface with our computer system and those of third parties; and (iii) any consequences resulting from improper use or operation, or failure to properly maintain, update or upgrade, Technology Systems.

You must use Technology Systems in accordance with the Manual and comply with all associated data entry policies. You must promptly schedule all cleanings and appointments using our designated scheduling software. You may not load or permit any unauthorized programs or games on your Technology Systems. You must ensure your employees are adequately trained in the use of the Technology Systems. You agree to take all steps necessary to provide us with independent and unlimited access to data collected by or through your Technology Systems, including Gross Sales data for purposes of calculating fees owed. You must also obtain any necessary signed consents from clients in order for us to access Client Data. Upon request, including upon termination or expiration of this Agreement, you must provide us with user IDs and passwords for your Technology Systems.

Except as otherwise provided below or in the Manual, you may not use AI Technology without our approval. You do not need our approval to use commercially available off-the-shelf productivity software with embedded AI Technology features (e.g., Microsoft Office with Copilot or Google Workspace with Gemini) for internal business purposes provided that: (i) you only use commercially available standard features and configurations (e.g., no beta, preview, experimental or custom features, third-party plugins, extensions or integrations); (ii) you do not input, upload, submit, expose or otherwise make available to AI Technology any Confidential Information; (iii) you do not authorize, permit or enable training, fine-tuning, grounding or improvement of any AI models, algorithms, products or services based on Confidential Information (if available, you must affirmatively opt out of any such training or improvement features and send us confirmation of same upon request); (iv) you do not use AI Technology (1) for consumer-facing, client-facing or other external communications, content or materials, (2) for marketing analytics, targeting, lead qualifying, profiling or other activities involving clients or third parties, (3) in violation of any Law, (4) in a manner that may cause physical or psychological harm or materially impact the health, safety or fundamental rights of any natural Person or (5) in any other manner prohibited by the Manual; and (v) you maintain commercially reasonable security measures to prevent unauthorized access to or disclosure of any data processed through such AI Technology and immediately notify us of any suspected or actual data breach, security incident or unauthorized use involving AI Technology.

You are solely responsible for protecting against computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems and attacks by unauthorized Persons. Upon request, you must obtain and maintain cyber insurance and business interruption insurance for technology disruptions.

You understand and agree that we and our affiliates: (i) do not own certain Technology Systems (or components thereof) you must use to operate your MB Business (i.e., Third-Party Technology); and (ii) have no liability to you for any Losses you incur as result of Third-Party Technology not functioning properly. Accordingly, you hereby: (i) waive any and all Claims against us or our affiliates relating to Third-Party Technology; and (ii) acknowledge your sole recourse for any Losses you incur due to improperly functioning Third-Party Technology shall be against the owner or licensor of such Third-Party Technology.

At no additional charge beyond our standard technology fee, we provide you with: (i) up to three (3) Shine email addresses ("MB Email Addresses"); and (ii) the primary phone number associated with your Business (the "Designated Phone Number"). If we do not provide you with the Designated Phone Number, you must notify us of the Designated Phone Number you intend to use. You must exclusively use the: (i) Designated Phone Number as the primary phone number associated with your Business; and (ii) MB Email Addresses for all email communications with us, clients, suppliers and other Persons relating to your Business. You may not use them for any purpose unrelated to your Business. Your advertising may not list any email address or phone number other than the MD Email Addresses and Designated Phone number. We own all MB Email Addresses and the Designated Phone Number but allow you to use them during the Term. If we provide the Designated Phone Number, we may either: (i) require you to pay monthly phone charges directly to the provider; or (ii) pay your monthly phone charges on your behalf and add such charges to your technology fee. If we provide more than three (3) MB Email Addresses, we may charge you a fee for each additional MB Email Address we provide and add this fee to your technology fee.

Time to Open

The typical length of time between when you sign the Franchise Agreement or pay the initial franchise fee and the time when your Franchised Business opens will generally be 90 to 120 days after signing the Franchise Agreement. If you have purchased multiple territories, we anticipate that you will open each territory within 6-12 months of each other. The factors that may increase or decrease the time periods discussed above are: financing and building permits; your credit and personal financials; and zoning and licensing requirements within your Protected Area. Delays or a lack of effort by you, your contractors or your prospective landlord will increase these time periods. If you do not open within 180 days from signing the Franchise Agreement, we reserve the right to terminate your Franchise Agreement and retain all fees paid. Within twelve months from the effective date of the franchise agreement, you must obtain a required commercial office space that is at least 100 sq. ft. with a warehouse and storage area that is at least 1,000 sq. ft.

Item 12. Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You may not solicit directly or indirectly with the use of other channels of distribution such as the Internet, catalog sales, telemarketing, or other direct marketing, orders from consumers outside your Protected Area.

We will grant you a protected geographic area ("Protected Area"), which we will describe in Attachment B to the Franchise Agreement. We will not operate or license another to operate a Shine business of the same type as the one you operate in your Protected Area. Generally, a Protected Area will have a minimum of 75,000 households up to 125,000 households, of which approximately 20,000 households with $125,000 household income or more and will be defined by zip codes; although we have the right to grant you a Protected Area with fewer households if you and we so agree.

You may accept and service orders outside your Protected Area. If you service clients outside of your Protected Area, and we award that area containing those clients to another franchisee, you must immediately relinquish those clients outside of your Protected Area to the new franchisee. If you service clients outside of your Protected Area, and if that area is another franchisee's protected area, you must pay us and the franchisee the Encroachment Fee of $1,000 per job performed and 50% of Gross Revenue generated from such sale to the franchisee whose protected area in which the sale was made. We do not grant you a right of first refusal or any other rights for orders originating in areas that are not in your Protected Area, and while we do not require it, we encourage you to buy additional Protected Areas adjacent to your Protected Area if you want to secure those clients.

Our Reserved Rights. If you are not in breach of the Agreement, we will not locate or open another Shine business of the same type you operate under the Marks and using the System in your Protected Area, either company-owned or franchised, during the term of the Agreement. We expressly retain the right to operate and to grant others the right to operate similar or competing businesses under a different trademark inside and outside your Protected Area. We reserve the right to review your Protected Area, once every five years during the initial term of the franchise agreement, with the intent of confirming the current demographics and/or population changes in your territory. If the population has increased by 20% or more since the last territory review, we reserve the right to reduce your Protected Area to align with the household specifications as listed above, with minimum of 75,000 households up to 125,000 households, of which approximately 20,000 households with $125,000 household income or more. Upon expiration of initial term or during transfer of the franchise agreement we reserve the right to adjust or reduce the Protected Area prior to our approval of transfer and renewal of the franchise agreement. Other than as described in this Item 12, we will not adjust your Protected Area during the initial term of your franchise agreement; however, we retain the right to adjust your Protected Area at the time you sign a renewal agreement in our sole and absolute discretion if the population and demographics change or for any other reason.

Relocation. You are permitted to operate the Franchised Business only at one location, which must be within your Protected Area. You may not relocate the Franchised Business without our prior written approval which we will not unreasonably withhold. We do not grant you any options, rights of first refusal, or similar rights to acquire additional franchises except as set forth in this Item. In determining the original size and boundaries of your Protected Area, we will consider demographic and other factors that we deem appropriate, including the number of people living within the market area, the number and size of competitors, traffic patterns, the competitive situation, natural determinants, and economic data. We will not necessarily give any single factor or combination of factors controlling weight. Your Protected Area will not be identical to that of any other franchise and you must make your decision whether to purchase the franchise based upon your knowledge of your proposed Protected Area. You may not market your goods and services over the Internet or through other alternative distribution methods such as catalog sales, telemarketing or other direct marketing without our prior written approval.

National Accounts. We also reserve the right, to enter into agreements with specific regional or national customers in order to establish a National Account, in any area, including in the Protected Area. If we establish a National Account in your Protected Area you agree to service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if we determine in our sole discretion that you are not capable of servicing the National Account, or if the volume of services exceed demand at the time, we may authorize another SHINE franchisee or other qualified third-parties to provide the services within your

Protected Area. We and our affiliates reserve the right to use other channels of distribution, such as the Internet, catalogue sales, telemarketing, or other direct marketing sales, to make sales within your Protected Area using our principal trademarks or other unrelated marks. You will not be entitled to any compensation from us for soliciting or accepting and servicing orders from inside your Protected Area.

Minimum Sales Volume. You must maintain a minimum sales volume of $150,000 during your first year, $250,000 per year beginning in year two through year four and $500,000 beginning year five and thereafter, calculated on an annual, rolling basis (“Minimum Sales Volume”). If you fail to maintain the Minimum Sales Volume, we have the right in our sole decision to terminate your franchise agreement, reduce your Protected Area, require increased marketing unless you take action to develop with us a workout plan (also known as a corrective action plan) and follow the requirements of the workout plan. Except for achieving Minimum Sales Volume, your rights to the Protected Area granted under the Franchise Agreement are not contingent upon achieving a certain sales volume, market penetration, nor any other contingency and cannot be altered.

Item 13. Trademarks

Our parent EHCH owns the following Marks that have been registered with the United States Patent and Trademark Office. All required affidavits have been filed and we intend to file renewals and affidavits for all Marks as they become due.

Mark	Registration Number	Registration Date	International Class
Shine Window Care (Design plus words, letters, and/or numbers)	4101249	February 21, 2012	037
Shine Holiday Lighting (Design plus words, letters, and/or numbers)	4018935	August 30, 2011	037
SHINE (standard character)	5891144	October 22, 2019	037
Shine (Design plus words, letters, and/or numbers)	5891132	October 22, 2019	037

We give you the non-exclusive right to use the trademarks “Shine,” “Shine Window Care” and “Shine Holiday Lighting” and other trade names, trademarks, service marks, trade dress and logos we currently use or which we may adopt or approve (the “Marks”) in the Franchised Business. You must strictly follow our rules when you use the Marks. You may only use the Marks exactly as we specify and we reserve the right to prohibit the use of any Mark at any time. You may not use any of the Marks in connection with the offer or sale of any unauthorized product or service or in any manner that we deem, in our sole discretion, to be derogatory or prejudicial to the Marks or the System..

There are no currently pending or concluded determinations of the USPTO, the Trademark Trial and Appeal Board, any state trademark administrator or any court, or any other pending interference, opposition, or cancellation proceedings that would impact a potential franchisee's use of the above-referenced Marks for the services franchised. There is no pending material federal or state court litigation regarding our use or ownership rights in any Mark. There are no currently effective agreements that significantly limit our right to use or license the use of the Marks listed in this section in a manner material to the Franchised Business. We know of no superior prior rights or infringing uses of the Marks that could materially affect your use of the Marks.

You may use only the Marks that we designate, must use them only in the manner that we authorize and permit, and must use them with the symbols, "®", "™", or "SM", as appropriate. You may use the Marks only in connection with the operation and promotion of the Franchised Business and only in the manner we prescribe. You may not contest or assist any third party in contesting ownership or validity of the Marks or any registration of the Marks or our right to use or to sublicense the use of the Marks. You must sign all documents that we require in order to protect the Marks and to maintain their validity and enforceability.

You may not use the Marks or any part of the Marks in your corporate name, legal entity name, or any assumed name registration and you may not use them to incur any obligation or indebtedness on our behalf.

You may not use the Marks or any part or derivative of the Mark on the Internet, except as expressly permitted in writing. This prohibition includes use of the Marks or any derivative of the Marks as part of any URL or domain name, as well as their registration as part of any user name on any gaming website or social networking web site (such as FACEBOOK, INSTAGRAM, TWITTER now known a X, or similar social media platforms) or as part of any unauthorized email address.

You must promptly notify us of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works (defined below in Item 14), or any challenge to our ownership of, or license to use and to license others to use, or your right to use, the Marks or Copyrighted Works. We have the sole and exclusive right to direct and control any administrative proceeding or litigation or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement of the proceeding. We or our affiliate has the sole and exclusive right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks or Copyrighted Works. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works provided you are in full compliance with your franchise agreement. If we determine that you have used the Marks and Copyrighted Works strictly according to the terms of the Franchise Agreement, we will pay the cost of the defense, including the cost of any judgment or settlement. If we determine that you have not used the Marks and Copyrighted Works according to the terms of the Franchise Agreement, you must pay and indemnify us for the cost of the defense, including the cost of any judgment or settlement. If there is any litigation regarding your use of the Marks or Copyrighted Works, you must sign all documents that we require and do all things that we consider necessary to carry out the defense or prosecution, which may include becoming a nominal party to any legal action. Unless the action is the result of your use of the Marks or Copyrighted Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your reasonable out-of-pocket litigation costs in doing such acts.

We have the absolute right to designate new, modified and/or replacement Marks for your use and to require you to use the new, modified or replacement Marks in addition to or in lieu of any previously designated Marks. You must comply with the directive, at your sole expense, within 60 days following your receipt of written notice of the change. Your failure to discontinue use of a superseded Mark within the required timeframe is a material default of your franchise agreement.

Item 14. Patents, Copyrights and Proprietary Information

We do not currently own any patents. We claim copyright protection and will continue to claim copyright protection of the Operations Manual and revisions of all manuals and handbooks and construction plans loaned to you, and all training materials we provide or sell to you and your employees. We have not registered any copyrights, but may in the future.

The Operations Manual(s), the contents of each, and certain other information we will provide to you, including certain methods, marketing and sales strategies, all information obtained on Shine University and annual reports on marketing funds expenditures, if required, are all confidential trade secrets. All information we provide to you or which you develop in the course of performing under the Franchise Agreement, which is not generally available to the public, and which a competitor might find valuable are trade secrets. If we designate something as a “Trade Secret,” you must treat it as a Trade Secret whether or not it would otherwise meet any definition of “Trade Secret.” You are responsible for protecting all trade secrets and other confidential and proprietary information and you cannot transfer them or sell them to anyone at any time. You must require your Manager(s) and other employees who have access to Trade Secrets to execute our then-current confidentiality and non-competition agreement as applicable to comply with your obligations under the Franchise Agreement to protect our Trade Secrets. The Franchise Agreement does not require us to take any action to protect our copyrighted information.

If you or your principals, officers, managers, or employees conceive, invent, create, design and/or develop any ideas, techniques, methods, processes or procedures, recipes, formulae, products, packaging or other concepts and features relating to the operations, business practices or the manufacturing, production, marketing or sale of window cleaning, pressure washing, screen cleaning, gutter cleaning and holiday light hanging services for homes, or related goods and services in connection with the Franchised Business (the “Innovations”), you (or they) will be deemed to have assigned all of your (or other) rights, title and interests in the Innovations, including any intellectual property rights, to us. You and your Principals, officers, managers and employees also must cooperate with us in connection with protecting the Innovations and execute any documents we deem necessary to protect our ownership.

If you reproduce any items or materials suitable for copyright protection, you must make sure that each item bears a copyright notice in the form specified by us. You must use the proprietary information only in the manner required by us and in no other manner. This information is strictly confidential, and you may not disclose to any person, or use any of that information for any purposes, except disclosure to a person who has signed and delivered to us a confidentiality agreement and only as necessary in connection with the operation of your Franchised Business. In addition, you must fully and strictly comply with all security measures required by us for maintaining the confidentiality of all information designated by us as trade secrets.

You will not have the exclusive right to use the Innovations or any of our patents or patent applications, copyrights or proprietary information, nor will you acquire, by use or otherwise, any right, title or interest in or to the Innovations, the copyrights or the proprietary information, other than the non-exclusive right as expressly contained in, and limited by, the Franchise Agreement. Your right to use the Innovations, the claimed subject matter of any patents or patent applications, the copyrights and the proprietary information is limited and temporary. Upon expiration or termination of the Franchise Agreement, you may not, directly or indirectly, use the Innovations, the claimed subject matter of any patents or patent applications, the copyrights or the proprietary information in any manner or for any purpose whatsoever.

You must immediately notify us of any conduct that could constitute infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the proprietary information. We will decide, in our sole discretion, whether to institute any action in connection with infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the proprietary information, and will control any proceedings and litigation. We are not required to protect your right to use the Innovations, the patents or patent applications, the copyrights or the proprietary information. We will indemnify you for all damages for which you are held liable in any lawsuit arising out of your use of our Innovations, claimed subject matter of any patents or patent applications, copyrights and proprietary information only if you are in strict compliance with the Franchise Agreement and have followed our specific instructions.

We may, in our sole discretion, modify or discontinue use of the Innovations, the claimed subject matter of any patents or patent applications, the copyrights and the proprietary information and/or use other information and/or rights in their place. If we decide to modify or discontinue use of the Innovations for any reason, you must do so also immediately, at your expense.

During the term of the Franchise Agreement, you must maintain, to the extent collected, a current list of the names, home addresses, work addresses, e-mail addresses and telephone numbers of the customers who supply you this information (the “Customer List”). You must provide the Customer List to us ia real-time digital access or immediately upon request. The Customer List will be our property at all times, and you must not disclose the Customer List to any person or entity other than us, or sell the Customer List (or any portion of it) to any person or entity without our express written consent. Upon termination or expiration of the franchise agreement, you will have no further right to use the Customer List for any purpose. You must provide us with a copy of the Customer List upon conclusion of the franchise relationship, destroy all copies in your possession, and refrain from communicating with any customers on the Customer List for any purpose after you leave our franchise system.

Item 15. Obligation to Participate in the Actual Operation of the Franchised Business

You are an independent contractor, not our employee. You are your own boss running your own business subject to our rights under the Franchise Agreement. The Franchised Business is not a “passive” investment. You agree and will use your best efforts to promote and increase the sales and recognition of the services offered through the Franchised Business. You must attend and satisfactorily complete our initial training program before you open the Franchised Business. The Franchised Business must always be under the direct, full-time, day-to-day supervision of you or your Manager (if not you). In the event you appoint a Designated Manager, he or she must also be an owner of the franchisee with no less than 5% equity interest. You and your Manager are liable and responsible for the operation of your Franchised Business in accordance with the terms of the Franchise Agreement and the Operations Manual. If you appoint a Manager, before assuming the role, he or she must attend and satisfactorily complete our initial training program and you must keep us informed at all times of the identity of your Manager. If you must replace the Manager, your replacement Manager has 60 days to attend and satisfactorily complete our initial training program. You, if the Franchisee is an individual, or the shareholders, officers, directors, partners, and members, if the Franchisee is a legal entity, and all such persons' spouses, must sign our form of personal guaranty, non-competition, and non-disclosure agreements, as well as personal guarantees of performance in which they will personally and unconditionally guarantee the performance of the Franchised Business's obligations to us. We also require you, if the Franchisee is an individual, or the others of Franchisee, if Franchisee is a legal entity, to agree to be bound personally by the terms and conditions of the Franchise Agreement. We may also require that your managers sign non-competition and non-disclosure agreements in the form we require. All of your employees, contractors, or agents who have access to our confidential information must sign non-disclosure agreements in the form we require and we are third-party beneficiary to those agreements which allows to enforce them if we choose.

We do not impose any anti-poaching restrictions that prohibits you, or any other franchisee, from soliciting or hiring any person currently employed or previously employed within the SHINE System. However, if you hire another franchisee's employees within one year of the employee attending our training program, you are required to reimburse the other franchisee the then-current training fee and its costs associated with sending that employee to training.

Item 16. Restrictions on What the Franchisee May Sell

You may offer for sale only and all products and services we specifically approve in writing. You will own and operate a business providing residential and commercial window cleaning, pressure washing, house detailing, and holiday and outdoor lighting services. You will offer and sell window cleaning, pressure washing, screen cleaning, gutter cleaning, house and building detailing, solar panel cleaning, soft washing, window track cleaning permanent multi-season lighting and holiday and outdoor light hanging services for homes and businesses operating under our Marks and following our System and of a type, quality and variety consistent with the Shine System and brand standards. We retain the right to add or remove products and services offered under Shine System as the System evolves at our sole discretion. You must promote, advertise, and sell all products and services as we direct. You must obtain your supplies and equipment from us or from suppliers we select or approve. We have sole discretion in determining what aligns with our brand standards. The standards are constantly evolving as markets services and technology change and evolve. You may not engage in sales through alternative distribution channels such as telemarketing, computer marketing, internet sales, including mobile apps without our prior written approval. We are not required to give you such approval and may withhold it for any reason.

We may change the System or any part of the System at any time, and as changed it will remain the System. We own any improvements or changes in the System whether we, you or other franchisees develop them and have the right to adopt and perfect such improvements or changes without compensating you. If we modify the System, you must, at your own expense, adopt and use the modification(s) as if they were part of the System at the time you signed the Agreement. There are no restrictions on our right to modify the types of goods and services you will offer, and we reserve the right to require you to offer any new or complementary exterior building services we designate in the future.

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Item 17. Renewal, Termination, Transfer and Dispute Resolution

THE FRANCHISE RELATIONSHIP

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

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a.	Length of the Franchise Term	Article 1	10 years
b.	Renewal or extension of the term	Article 1	You do not have the contractual right to renew (subject to state law). If we offer you the right to renew, the renewal term will be 10 years.
c.	Requirements for Franchisee to renew or extend	Article 1	If we decide to offer you the right to renew (or if mandated by state law), then in order to renew you must: (a) give at least six (6) months' written notice but not more than 12 months' notice prior to the end of the initial Term, (b) must not be in material breach of this Agreement or any Agreement with us or our Affiliates; (c) must have substantially complied with the operating standards throughout the Term; (d) pay a renewal fee; (e) sign our then-current form of Franchise Agreement, which may contain materially different terms and conditions, including higher royalty fees and marketing fees than the form attached to this disclosure document; (f) not received more than 3 notices of default during any consecutive 12 month period; (g) sign the receipt page of the then-current disclosure document; (h) you and each owner execute a general release; (i) be in good standing and have not engaged in any activity that is unethical or dishonest or could cause harm to the Marks during the initial term; and (j) refurbish the Franchised Business according to our current standards for new franchisees, which may include updating or replacing signs and equipment, and/or vehicle and vehicle wraps, etc.
d.	Termination by Franchisee	Not Applicable	Not Applicable (subject to state law)
e.	Termination by Franchisor without cause	Not Applicable	Not Applicable

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
f.	Termination by Franchisor with cause	Article 13	We may terminate only for cause. We may, in lieu of terminating your franchise, terminate your territorial rights and leave your franchise in full force and effect; however, terminating your territorial rights does not limit our rights thereafter to terminate your franchise for the same or a different cause.
g.	"Cause" defined—curable defaults	Article 13	You have 72 hours to cure: failure to pay us or our affiliate or another Shine franchisee; unauthorized assignment; abandonment (even if unintentional); you become insolvent; failure to pay any taxes before delinquent; sublicensing of Marks; impasse among owners of Franchise; refusal to permit an audit; violation of any law or rule (including any health codes, rules or regulations); conviction of a felony; failure to operate properly using the Marks; unethical or dishonest business dealings; failure to maintain insurance; failure to timely deliver estoppel certificate; or termination of any other agreement between you and us for cause. You have 30 days to cure any breach of the Agreement for which the Agreement does not specify a shorter period.
h.	"Cause" defined—non-curable defaults	Article 13	Non-curable defaults: repeated defaults, even if cured; you are adjudged bankrupt; assignment for benefit of creditors; abandonment of business; convicted or plead guilty to violating law relating to Franchised Business; failure to meet the Minimum Sales Volume, repeated defaults (even if cured) in any time frame, and two or more default notices within 12 month time frame.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
i.	Franchisee's obligations on termination/non-renewal	Articles 13, 14, 15	No further use of Marks, telephone numbers, telephone listings, computer software, trade secrets or the Operations Manual; certain notification obligations; payment of sums due to us including liquidated damages (if applicable) and other damages; we have option to lease or assume lease for your Premises; sign document(s) to transfer telephone numbers; continuing royalties on pending sales, if any; and we have option to purchase any part of your business assets. If we elect to assume your lease and to operate a Shine business from your Premises, you must cooperate in a changeover procedure, including notifying the landlord of the change of tenant, conducting an inventory, permitting us to use your furniture, fixtures and equipment for up to 60 days, permitting us to communicate directly with your employees, vendors and customers in order to facilitate a smooth transition including paying royalties for the remainder of the term.
j.	Assignment of contract by Franchisor	Articles 10	No restriction on our right to assign except that if our assignee assumes all of our obligations to you then we are free of further liability to you.
k.	"Transfer" by Franchisee—defined	Articles 10, 11, 12	Includes any assignment, transfer, sale, sublease or encumbrance of the Agreement, the Franchise, the assets of your business, the Premises, or any ownership interest in the Franchisee if you are a corporation, partnership or limited liability company or other form of Entity.
l.	Franchisor approval of transfer by franchisee	Article 10	Franchisor has the right to approve or disapprove all transfers.
m.	Conditions for Franchisor approval of transfer	Article 10	You are current in all fees to us; you are not in material breach of the Agreement; you have paid all debts of your business; new Franchisee signs release of claims against us for representations you made; you and your owners sign a full release of claims against us; we receive a transfer fee, as applicable (see Item 6); new Franchisee meets all our then-current qualifications and signs the then-current form of Agreement (except preserving your financial terms for balance of your term); new Franchisee successfully completes initial training program; new Franchisee obtains rights to your Premises

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			lease, if applicable; and we receive 30 day right of first refusal.
n.	Franchisor's right of first refusal to acquire Franchisee's business	Articles 10	We have a 45-day right of first refusal to purchase your Franchised Business on the same terms offered by a third party. We may assign this right to another.
o.	Franchisor's option to purchase Franchisee's business	Article 15	On termination, we may purchase any part of your business at the fair market value of the tangible personal property purchased.
p.	Death or disability of Franchisee	Articles 11 & 15	Your heirs or personal representative must, within 90 days, either (i) subject to our approval request the right to continue to operate the business, subject to Article 13 of the Agreement except that no transfer fee will be payable, or (ii) sell the Franchised Business to a third party, subject to Article 13 of the Agreement. If we deny a request to continue to operate the business, the 90 days to sell begins on the date of our denial. The same applies if you become disabled as defined in Article 13.03 of the Agreement.
q.	Non-competition covenants during the term of the franchise	Article 14	No direct or indirect involvement in any competing business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	Articles 14 & 16 (if applicable)	For 24 months, you must not compete within your Protected Area or the Protected Area of any other Shine business, solicit or divert any of our customers or vendors or customers or vendors of any other franchisee, (or former customers or vendors), disclose any trade secrets. For 24 months, you will not be employed by or in business with any person or entity that does any of those things (subject to state law). This applies regardless of the reason for termination.
s.	Modification of the agreement	Section 7.17, 18.16	Only by written agreement; however, we may modify the Operations Manual unilaterally at any time.
t.	Integration/merger clause	Article 18	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises or agreements may not be enforceable. No provision of the Franchise Agreement may disclaim or require the Franchisee to waive reliance on the representations made in the disclosure document.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
u.	Dispute resolution by arbitration or mediation	Article 16	Except for actions for the sole purpose of collecting unpaid monies, including franchise fees, royalties or National Advertising Fees or to enforce trademark or trade secret rights and covenants against competition, we will settle all disputes with you by Arbitration in Maricopa County, Arizona, which will only occur after the parties try informally to resolve the dispute and participate in mediation.
v.	Choice of forum	Articles 16 & 18	Subject to arbitration requirement, litigation must be at a state or federal district court of competent jurisdiction in the state, county and judicial district in which our principal place of business is then located (currently Maricopa County, Arizona). Your state law may supersede this provision and it may not be enforceable in your state. See special state disclosures in the state addenda to the Franchise Agreement and Disclosure Document. Subject to applicable state law.
w.	Choice of law	Article 18	Arizona law applies (subject to applicable state law). See the State Specific Addenda attached to this disclosure document

Item 18. Public Figures

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

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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 franchises and 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.

Historical Financial Performance Representation

As of January 1, 2025 there were 74 SHINE franchised units in operation and as of December 31, 2025, there were total 75 SHINE franchised units in operation (the "Franchised Units") and 0 affiliate-owned business in operation (the "Affiliate Unit"). The dataset in this Item 19 only discloses 69 Franchised Units that were open and operating for the full twelve-month measurement period (January 1, 2025 through December 31, 2025).

As explained in more detail below, this historical financial performance representation includes certain performance information reported to us by certain Franchised Units. For purposes of this Item 19, the Franchised Units represented encompass one SHINE Protected Area or territory, and a distinction is made between territories and franchisees because some franchisees own more than one territory.

The results presented in this Item 19 are not audited and are based on information reported to us by the Franchised Units. We have not independently audited the reported results.

Single Territory – Dataset 1

Table 1 below discloses certain financial information for Thirty-three (33) Shine window cleaning Franchised Units operating as a single territory as of December 31, 2025. The term "Single Territory" in this Item 19 is defined as franchisee operating one Protected Area with one set of books.

Location ID	Opening Date	2025 Revenue	2024 Revenue	YOY Growth
130	09/24/2018	$345,777.99	$427,011.14	-19.02%
124B	04/01/2019	$781,244.38	$900,910.22	-13.28%
122	09/09/2017	$359,417.14	$397,043.82	-9.48%
132B	09/16/2019	$911,103.50	$1,198,728.23	-23.99%
148C	12/04/2020	$88,985.01	$99,066.94	-10.18%
182	06/17/2024	$175,107.71	$66,328.70	164.00%
145B	07/06/2020	$326,555.36	$306,239.58	6.63%
155B	05/24/2021	$1,530,736.38	$1,039,768.43	47.22%
149	12/10/2020	$841,213.77	$803,883.77	4.64%

Location ID	Opening Date	2025 Revenue	2024 Revenue	YOY Growth
152	01/31/2021	$613,334.39	$522,989.77	17.27%
156	12/22/2021	$121,928.89	$87,352.40	39.58%
137	09/16/2019	$606,856.24	$631,895.42	-3.96%
173	03/01/2024	$208,626.25	$99,795.27	109.05%
101	03/01/2012	$1,837,959.75	$1,723,151.66	6.66%
102B	07/01/2019	$2,020,133.94	$1,906,355.86	5.97%
112	01/19/2015	$367,188.47	$399,330.46	-8.05%
103C	03/22/2016	$485,914.56	$620,062.32	-21.63%
183	05/20/2024	$350,184.84	$235,993.48	48.39%
104B	03/15/2021	$1,768,215.38	$1,531,400.25	15.46%
143	01/31/2020	$350,552.50	$318,006.32	10.23%
179	04/15/2024	$226,565.46	$97,300.34	132.85%
175	03/04/2024	$389,000.23	$258,910.65	50.24%
110C	03/01/2017	$1,061,577.66	$1,108,451.58	-4.23%
131	02/28/2019	$590,236.78	$554,417.13	6.46%
168	03/25/2024	$297,913.41	$182,283.82	63.43%
166	10/09/2023	$289,900.35	$211,935.99	36.79%
142B	12/02/2019	$338,847.22	$353,089.65	-4.03%
133	10/02/2019	$234,607.89	$255,202.58	-8.07%
121	07/12/2017	$327,953.85	$281,584.35	16.47%
186	10/07/2024	$100,292.58	$15,015.86	567.91%
134B	08/01/2019	$109,187.29	$75,522.37	44.58%
105D	05/24/2021	$768,838.25	$678,497.21	13.31%
176	04/15/2024	$149,981.78	$76,892.57	95.05%

The following table provides a breakdown of the 2025 Revenue between cleaning services and lighting services for 33 Single-Territory franchisees.

Location ID	Opening Date	2025 Revenue	Cleaning Revenue 2025	Lighting Revenue 2025
130	09/24/2018	$345,777.99	$197,990.55	$147,787.44
124B	04/01/2019	$781,244.38	$671,288.60	$109,955.78
122	09/09/2017	$359,417.14	$215,031.33	$144,385.81
132B	09/16/2019	$911,103.50	$551,273.71	$359,829.79
148C	12/04/2020	$88,985.01	$76,507.61	$12,477.40
182	06/17/2024	$175,107.71	$125,341.42	$49,766.29
145B	07/06/2020	$326,555.36	$220,909.92	$105,645.44
155B	05/24/2021	$1,530,736.38	$999,171.79	$531,564.59
149	12/10/2020	$841,213.77	$499,437.94	$341,775.83
152	01/31/2021	$613,334.39	$422,416.12	$190,918.27
156	12/22/2021	$121,928.89	$78,846.99	$43,081.90
137	09/16/2019	$606,856.24	$396,553.82	$210,302.42
173	03/01/2024	$208,626.25	$153,441.31	$55,184.94
101	03/01/2012	$1,837,959.75	$1,198,782.75	$639,177.00
102B	07/01/2019	$2,020,133.94	$1,475,623.86	$544,510.08
112	01/19/2015	$367,188.47	$270,253.49	$96,934.98
103C	03/22/2016	$485,914.56	$378,364.70	$107,549.86
183	05/20/2024	$350,184.84	$139,542.84	$210,642.00
104B	03/15/2021	$1,768,215.38	$1,094,011.75	$674,203.63
143	01/31/2020	$350,552.50	$235,128.95	$115,423.55
179	04/15/2024	$226,565.46	$163,577.60	$62,987.86
175	03/04/2024	$389,000.23	$252,663.84	$136,336.39

Location ID	Opening Date	2025 Revenue	Cleaning Revenue 2025	Lighting Revenue 2025
110C	03/01/2017	$1,061,577.66	$687,509.65	$374,068.01
131	02/28/2019	$590,236.78	$538,181.10	$52,055.68
168	03/25/2024	$297,913.41	$245,771.50	$52,141.91
166	10/09/2023	$289,900.35	$173,577.95	$116,322.40
142B	12/02/2019	$338,847.22	$60,067.25	$278,779.97
133	10/02/2019	$234,607.89	$193,353.41	$41,254.48
121	07/12/2017	$327,953.85	$198,956.29	$128,997.56
186	10/07/2024	$100,292.58	$81,437.90	$18,854.68
134B	08/01/2019	$109,187.29	$88,517.37	$20,669.92
105D	05/24/2021	$768,838.25	$528,350.50	$240,487.75
176	04/15/2024	$149,981.78	$109,494.03	$40,487.75

Multi-Territory– Dataset 2

Tables below discloses certain historical financial information for Thirty-Six (36) Shine window cleaning Franchised Units operating as a Multi-Territory as of December 31, 2025. The term “Multi-Territory” in this Item 19 is defined as franchisee operating multiple Protected Areas with one set of books.

Following tables discloses certain financial information for thirteen (13) franchisees operating twenty-six (26) Franchised Units (two Franchised Units each) as a Multi-Territory operator with one set of books during the Measurement Period.

Location ID	Opening Date	2025 Revenue	2024 Revenue	YOY Growth
171B, 172B	03/04/2024	$142,128.61	$148,813.50	-4.49%
125, 126	04/24/2018	$529,349.86	$326,627.89	62.07%
169B, 170B	10/09/2023	$107,064.95	$136,188.89	-21.38%
146B, 135B	08/17/2020	$113,952.67	$87,952.05	29.56%
174, 177	03/04/2024	$270,547.57	$122,502.96	120.85%
118B, 120	06/15/2016	$1,084,527.72	$1,244,319.82	-12.84%

113, 161	03/16/2015	$360,835.45	$413,035.18	-12.64%
139C, 157C	09/16/2019	$125,079.85	$119,885.28	4.33%
144B, 158	05/29/2023	$241,248.79	$239,660.76	0.66%
159, 193	07/24/2023	$405,426.86	$218,971.90	85.15%
184, 185	09/02/2024	$152,238.67	$37,843.36	302.29%
136B, 147B	01/20/2020	$308,711.71	$376,547.88	-18.02%
163, 164	08/28/2023	$218,048.40	$147,309.10	48.02%

The following table provides a breakdown of the 2025 Revenue between cleaning services and lighting services for the same 13 Multi-Territory franchisees operating two Franchised Units each.

Location ID	Opening Date	2025 Revenue	Cleaning Revenue 2025	Lighting Revenue 2025
171B, 172B	03/04/2024	$142,128.61	$116,320.18	$25,808.43
125, 126	04/24/2018	$529,349.86	$179,742.94	$349,606.92
169B, 170B	10/09/2023	$107,064.95	$68,299.10	$38,765.85
146B, 135B	08/17/2020	$113,952.67	$102,024.92	$11,927.75
174, 177	03/04/2024	$270,547.57	$167,479.91	$103,067.66
118B, 120	06/15/2016	$1,084,527.72	$794,629.66	$289,898.06
113, 161	03/16/2015	$360,835.45	$201,746.20	$159,089.25
139C, 157C	09/16/2019	$125,079.85	$83,785.77	$41,294.08
144B, 158	05/29/2023	$241,248.79	$114,768.43	$126,480.36
159, 193	07/24/2023	$405,426.86	$266,858.71	$138,568.15
184, 185	09/02/2024	$152,238.67	$121,869.23	$30,369.44
136B, 147B	01/20/2020	$308,711.71	$171,439.37	$137,272.34
163, 164	08/28/2023	$218,048.40	$151,005.72	$67,042.68

Following table discloses certain financial information for two (2) franchisees operating six (6) Franchised Units (three Franchised Units each) as a Multi-Territory operator with one set of books during the Measurement Period.

Location ID	Opening Date	2025 Revenue	2024 Revenue	YOY Growth
150, 151, 160	04/05/2021	$638,595.32	$487,149.42	31.09%
187, 188, 189*	11/18/2024	$466,737.20	$2,565.00	18096.38%

*2024 Revenue Data for this franchisee reflects the increase from a partial startup period in 2024 to a full year of operations in 2025.

The following table provides a breakdown of the 2025 Revenue between cleaning services and lighting services for the same 2 Multi-Territory franchisees operating three Franchised Units each.

Location ID	Opening Date	2025 Revenue	Cleaning Revenue 2025	Lighting Revenue 2025
150, 151, 160	04/05/2021	$638,595.32	$377,337.75	$261,257.57
187, 188, 189	11/18/2024	$466,737.20	$363,811.48	$102,925.72

Following table discloses certain financial information for one (1)) franchisee operating four (4) Franchised Units as a Multi-Territory operator with one set of books during the Measurement Period.

Location ID	Opening Date	2025 Revenue	2024 Revenue	YOY Growth
107, 108, 109, 178B	5/22/2014	$1,715,019.00	$1,571,793.61	9.11%

The following table provides a breakdown of the 2025 Revenue between cleaning services and lighting services for the same one Multi-Territory franchisee operating four Franchised Units.

Location ID	Opening Date	2025 Revenue	Cleaning Revenue 2025	Lighting Revenue 2025
107, 108, 109, 178B	05/22/2014	$1,715,019.00	$1,461,319.00	$253,700.00

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__Average Data for Single Territory and Multi-Territory Franchised Businesses– Dataset 3__

The following tables provide the high, low, average, and median performance metrics for the Measurement Period across the defined territory types.

Following table discloses averages for thirty-three (33) Shine window cleaning Franchised Units operating as a Single Territory for the Measurement Period.

Single Territory	Average YOY Growth	Average 2025 Revenue	Average 2025 Sales
High Gross Revenues	567.91%	$2,020,133.94	$1,538.34
Average Gross Revenues	41.71%	$575,028.46	$734.54
Median Gross Revenues	10.23%	$350,552.50	$676.91
Low Gross Revenues	-23.99%	$88,985.01	$312.74

Following tables discloses certain financial information for thirteen (13) franchisees operating twenty-six (26) Franchised Units (two Franchised Units each) as a Multi-Territory operator for the Measurement Period.

Multi-Territory	Average YOY Growth	Average 2025 Revenue	Average 2025 Sales
High Gross Revenues	302.29%	$1,084,527.72	$1,072.62
Average Gross Revenues	44.89%	$312,243.16	$675.03
Median Gross Revenues	4.33%	$241,248.79	$613.65
Low Gross Revenues	-21.38%	$107,064.95	$461.77

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Financial data for two franchisees operating three units each has been excluded since 2024 Revenue Data for one franchisee in this dataset reflects the increase from a partial startup period in 2024 to a full year of operations in 2025.

Table for one Franchisee operating four territories was excluded since the dataset only contained one franchisee.

The outlets included in this financial performance representation are substantially similar to the Franchised Business for which we are offering franchises in this disclosure document, and their services are substantially similar to those to be offered and sold by the business you would operate.

Single Territory and Multi-Territory Average Tickets– Dataset 4

Following Tables discloses systemwide average ticket amount and average ticket conversion for the 69 units operating for the full measurement period.

Average Ticket	
High Ticket	**$1,538.34**
Average Ticket	**$722.08**
Median Ticket	**$679.45**
Low Ticket	**$312.74**

Average Conversion	
High	**96%**
Average	**70%**
Median	**70%**
Low	**44%**

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Following Table discloses systemwide averages for the 66 units operating for the full Measurement Period.

Systemwide	Average YOY Growth	Average 2025 Revenue	Average 2025 Sales
High Gross Revenues	567.91%	$2,020,133.94	$1,538.34
Average Gross Revenues	41.67%	$528,931.55	$722.08
Median Gross Revenues	9.67%	$347,981.42	$679.45
Low Gross Revenues	-23.99%	$88,985.01	$312.74

Notes :

1. As of January 1, 2025, there were total 74 SHINE Franchised Units in operation.
2. Except for Dataset 4 and Dataset 5, Datasets 1-3 in the above tables represent 69 Franchised Single and Multi-Territory.
    a. 2 Single Territory franchisees ceased operations and were not operating for the full Measurement Period and thus excluded from the dataset.
    b. 2 Single Territory Franchisee offers holiday lighting services only and not window care services and thus excluded from the dataset.
    c. 1 Single Territory Franchisee acquired a new territory during 2025 and began operating as a Multi-Territory franchisee with one set of books and thus was excluded from the dataset.
    d. 1 Multi-Territory franchisee operating 3 territories is excluded since the YOY Growth of this franchisee is an outlier resulting from the timing of the outlet's opening (November 18, 2024). This percentage reflects the increase from a partial startup period in 2024 to a full year of operations in 2025. This result is non-representative of the system as a whole. Excluding this specific outlet, the Average and Median YOY Growth figures more closely reflect the performance of the remaining mature territories.
    e. During the year 2025, 3 new Franchised Units began their operations and did not have dataset for the full Measurement Period and thus were excluded from this disclosure item.

<u>Definitions</u>

"Gross Revenue" means total income to the franchise less applicable sales taxes, discounts and refunds. Gross Revenue does not include the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue figures to determine net income or profit.

The outlets included in this financial performance representation are substantially similar to the Franchised Business offered in this disclosure document.

You should conduct an independent investigation of the costs and expenses you will incur in operating your shine franchise. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information. We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable, and consult with an attorney and other advisors prior to executing the franchise agreement.

Neither we nor our certified public accountants have audited the numbers reported to us by our franchisees, but we have no reasonable basis to question their reliability.

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

Some outlets sold this amount. Your individual results may differ. There is no assurance you will sell as much.

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 franchise outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of future income, you should report it immediately to our franchisor management by contacting Jason Wiedder at 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251and 800-513-1794, the Federal Trade Commission and the appropriate state regulatory agencies.

Item 20. Outlets and Franchisee Information

TABLE NO. 1
Systemwide Outlet Summary
For years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	50	56	+6
	2024	56	74	+18
	2025	74	75	+1
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	50	56	+6
	2024	56	74	+18
	2025	74	75	+1

Notes:

1. For purposes of this Item 20, the number of franchised outlets are based on Protected Areas serviced by the franchisees whether under a single franchise agreement or multiple franchise agreements.

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TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2023 to 2025

State	Year	Number of Transfers
Arizona	2023	0
	2024	0
	2025	2
Florida	2023	0
	2024	0
	2025	1
Indiana	2023	0
	2024	0
	2025	2
Michigan	2023	0
	2024	2
	2025	3
Ohio	2023	0
	2024	1
	2025	0
North Carolina	2023	0
	2024	1
	2025	1
Texas	2023	0
	2024	1
	2025	0
TOTALS	2023	0
	2024	5
	2025	9

TABLE NO. 3
Status of Franchised Outlets
For years 2023 to 2025

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERM-INATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS - OTHER REASONS	OUTLETS AT END OF THE YEAR
Arizona	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Colorado	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	0	5

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERM-INATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS - OTHER REASONS	OUTLETS AT END OF THE YEAR
Florida	2023	5	3	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	1	0	0	0	0	10
Georgia[2]	2022	2	0	0	0	0	0	2
	2023	2	3	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Illinois	2023	1	1	0	0	0	0	2
	2024	2	0	1	0	0	0	1
	2025	1	0	0	0	0	0	1
Indiana	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Maryland	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	0	0	0	0	1	10
Nebraska	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Nevada	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New York[2]	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
North Carolina	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Ohio	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Oklahoma	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
South Carolina[3]	2023	2	2	0	0	0	2	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Tennessee[2]	2023	2	0	0	0	0	0	2
	2024	2	2	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Texas	2023	14	0	0	0	0	0	14

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERM-INATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS - OTHER REASONS	OUTLETS AT END OF THE YEAR
	2024	14	0	0	0	0	0	14
	2025	14	0	0	0	0	1	13
Virginia	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	0	0	0	0	0	5
TOTALS	2023	50	7	1	0	0	0	56
	2024	56	20	1	0	0	0	74
	2025	74	3	0	0	0	2	75

Notes:

1. For purposes of this Item 20, the number of franchised outlets are based on Protected Areas serviced by the franchisees whether under a single franchise agreement or multiple franchise agreements.
2. These three franchised businesses offer holiday lighting services only.
3. One South Carolina franchisee originally open 2 holiday light only franchises; he has since closed both holiday light only and opened as 2 full service Shine franchises.

TABLE NO. 4
Status of Company-Owned Outlets
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
TOTALS	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

TABLE NO. 5
Projected Openings As of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In This Fiscal Year	Projected New Company-Owned Outlet In This Fiscal Year
Georgia	1	0	0
Illinois	1	0	0
Tennessee	1	0	0
TOTAL	3	1	0

No franchisees have signed confidentiality clauses during the last three fiscal years. There are no trademark-specific franchisee organizations associated with our franchise system.

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

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit C. The name and last known address and telephone number of every current franchisee and every franchisee who has had a Shine outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement as of our most recent fiscal year end, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit C.

Item 21. Financial Statements

Attached as Exhibit A are the audited consolidated financial statements for EHC Holding Company, and Subsidiaries, which comprise the consolidated balance sheet as of December 31, 2025 and 2024 and the related consolidated statements of operations, member's equity, and cash flows for the years then ended.

Shine Development LLC has not been in business for 3 or more years and therefore cannot provide all the required financials for this item.

Our current fiscal year ends December 31st.

Item 22. Contracts

We urge you to read all of the contracts and agreements carefully. This disclosure document cannot possibly contain all of the terms of the various agreements. It is important that you understand all of those terms. We have attached the following contracts and agreements:

Exhibit B - Franchise Agreement, with:

Attachment A – State Specific Amendment
Attachment B – Key Terms
Attachment C – Unlimited Guaranty and Assumption of Obligations
Attachment D – Telephone Number and Website URL Assignment Agreement
Attachment E – Nondisclosure and Noncompetition Agreement
Attachment F – Lease Rider

Exhibit I – Franchisee Disclosure Questionnaire

Item 23. Receipts

A receipt for this disclosure document is attached at the end of this document (see Exhibit L). You must remove one copy, sign it and return it to us.

EXHIBIT A

FINANCIAL STATEMENTS

EHC Holding Company, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2025

Contents

Plante & Moran, PLLC
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Auburn Hills, MI 48326
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Independent Auditor's Report

To the Board of Directors
EHC Holding Company, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of EHC Holding Company, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2025 and 2024 and the related consolidated statements of operations, members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024 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.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditor’s Responsibilities for the Audits of the Consolidated Financial Statements

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

To the Board of Directors
EHC Holding Company, LLC and Subsidiaries

In performing audits in accordance with GAAS, we:

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

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

Plante & Moran, PLLC

April 13, 2026

EHC Holding Company, LLC and Subsidiaries

Consolidated Balance Sheet

December 31, 2025 and 2024

	2025	2024
Assets		
Current Assets		
Cash	$ 10,168,793	$ 7,200,071
Investments	103,668	-
Accounts receivable - Net	3,853,514	2,685,757
Inventory	516,419	47,090
Deferred commission costs	1,042,596	225,341
Prepaid expenses and other current assets	1,301,424	807,450
Total current assets	16,986,414	10,965,709
Property and Equipment - Net	2,467,907	2,069,949
Operating Lease Right-of-use Assets - Net	913,143	792,487
Goodwill - Net	99,375,260	52,665,564
Intangible Assets - Net	61,352,930	28,380,024
Other Assets		
Deferred commission costs - Net of current portion	7,828,647	5,332,257
Other noncurrent assets	1,239,170	489,961
Total assets	**$ 190,163,471**	**$ 100,695,951**
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 2,455,210	$ 868,428
Current portion of operating lease liabilities	321,614	212,365
Deferred franchise fees	3,927,355	3,010,287
Other current liabilities:		
Taxes payable	110,665	-
Accrued compensation	737,075	596,645
Other accrued liabilities	1,784,377	1,279,257
Total current liabilities	9,336,296	5,966,982
Long-term Debt	46,646,902	-
Operating Lease Liabilities - Net of current portion	622,636	603,246
Other Long Term Liabilities		
Deferred franchise fees - Net of current portion	20,098,827	16,498,710
Deferred tax liabilities	1,801,324	-
Total liabilities	78,505,985	23,068,938
Members' Equity	111,657,486	77,627,013
Total liabilities and members' equity	**$ 190,163,471**	**$ 100,695,951**

See notes to consolidated financial statements.

Consolidated Statement of Operations

Years Ended December 31, 2025 and 2024

	2025	2024
Net Revenue		
Royalty fees	$ 13,608,581	$ 9,732,577
Initial franchise fees	4,362,781	4,547,181
National brand fund fees	3,727,498	2,706,984
Service fees	7,492,249	7,467,150
Other	1,779,058	1,283,105
Total net revenue	30,970,167	25,736,997
Operating Expenses	45,186,193	32,452,294
Nonoperating Expense - Interest expense	(639,467)	-
Loss - Before income taxes	(14,855,493)	(6,715,297)
Income Tax Recovery	(333,964)	-
Consolidated Net Loss	**$ (14,521,529)**	**$ (6,715,297)**

See notes to consolidated financial statements.

Consolidated Statement of Members' Equity

Years Ended December 31, 2025 and 2024

Balance - January 1, 2024	$ 84,342,310
Consolidated net loss	(6,715,297)
Balance - December 31, 2024	77,627,013
Consolidated net loss	(14,521,529)
Issuance of Class A units	48,552,002
Balance - December 31, 2025	**$ 111,657,486**

See notes to consolidated financial statements.

Consolidated Statement of Cash Flows

Years Ended December 31, 2025 and 2024

	2025	2024
Cash Flows from Operating Activities		
Consolidated net loss	$ (14,521,529)	$ (6,715,297)
Adjustments to reconcile consolidated net loss to net cash from operating activities:		
Depreciation and amortization	12,214,482	9,997,566
Noncash lease expense	54,529	16,064
Credit loss expense	187,898	219,820
Deferred income tax recovery	(444,629)	-
Changes in operating assets and liabilities that provided (used) cash:		
Accounts receivable	710,827	(955,312)
Prepaid expenses and other assets	(917,780)	(980,991)
Deferred commission costs	(3,313,645)	(3,364,692)
Accounts payable and other accrued liabilities	76,589	807,195
Deferred franchise fees	2,098,787	606,768
Net cash used in operating activities	(3,854,471)	(368,879)
Cash Flows from Investing Activities		
Cash paid for acquisitions - Net of cash acquired	(85,045,980)	-
Purchase of property and equipment	(579,731)	(689,514)
Net cash used in investing activities	(85,625,711)	(689,514)
Cash Flows from Financing Activities		
Proceeds from long-term debt	47,500,000	-
Debt issuance costs	(853,098)	-
Proceeds from issuance of Class A units	45,802,002	-
Net cash provided by financing activities	92,448,904	-
Net Increase (Decrease) in Cash	2,968,722	(1,058,393)
Cash - Beginning of year	7,200,071	8,258,464
Cash - End of year	**$ 10,168,793**	**$ 7,200,071**
Supplemental Cash Flow Information - Cash paid for interest	$ 364,467	$ -
Significant Noncash Transactions - Fair value of rollover equity issued for business acquisitions	$ 2,750,000	$ -

Note 1 - Nature of Business

EHC Holding Company, LLC and Subsidiaries (the "Company") includes its wholly owned subsidiaries, Evive Brands, LLC (Evive); Executive Home Care Franchising, LLC (EHC); ALL Franchising, LLC (ALL); ALL Licensing, LLC (Licensing); B&P Burke, LLC (Grasons); Brothers Parsons Franchising, LLC (Brothers); Brothers Parsons HV, LLC (BPHV); Brothers Parsons IP, LLC (BPIP); Evive Holdco, Inc. (Holdco); Pacific Lawn Sprinklers Franchise, LLC (PLSF); PLS Corporate Stores, LLC (PLSC); PLS Hub, LLC (PLSH); and Shine Development, LLC (Shine).

EHC is a franchisor that provides home care services to the elderly, physically handicapped, and injured, allowing them to live at home. EHC began operations in 2004.

ALL is a franchisor that provides senior care placement and referral service for in-home companion care, independent retirement options, assisted living, memory care, and skilled nursing facilities. ALL began operations in 2006 and provides services nationwide. Licensing is an operating company that owns the intellectual property used by ALL.

Grasons is a franchisor that provides services for estate sales and business liquidation services and was established in 2011.

Brothers is a franchisor that provides services associated with gutter installation, repair, and maintenance. BPIP is an operating company that owns the intellectual property used by Brothers. BPHV operates a Brothers franchise. BPHV was sold on October 15, 2025.

Holdco's wholly owned subsidiary, MB Franchise Holdings, Inc. (Maid Brigade), is a franchisor that provides residential and commercial professional cleaning services.

PLSF is a franchisor that primarily provides lawn sprinkler and landscape light services to residential and commercial customers. PLSC is a corporate owned location and PLSH is the national call center for the franchise system.

Shine is a franchisor that provides window care and holiday lighting services to residential and commercial businesses.

Note 2 - Significant Accounting Policies

Basis of Accounting

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. The Company has elected to adopt certain accounting alternatives for private companies developed by the Private Company Council, including the alternative for accounting for goodwill and intangibles.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and all of its wholly owned subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation.

Adoption of New Accounting Pronouncement

In July 2025, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. The ASU introduced a practical expedient for estimating expected credit losses on current accounts receivable and current contract assets arising from transactions accounted for under ASC 606, *Revenue from Contracts with Customers*. Under the practical expedient, the Company assumes that current conditions as of the consolidated balance sheet date will not change for the remaining life of the asset. The standard also permits an accounting policy election to consider collection activity after the balance sheet date when estimating credit losses.

Note 2 - Significant Accounting Policies (Continued)

The Company adopted the new guidance on January 1, 2025 on a prospective basis. The adoption of this guidance did not have a significant impact on the consolidated financial statements.

Accounts Receivable

Trade accounts receivable are stated at invoice amounts. An allowance for credit losses is established for amounts expected to be uncollectible over the contractual life of the receivables. At December 31, 2025 and 2024, the Company had recorded an allowance for credit losses in the amount of $695,999 and $131,037, respectively. The Company evaluates the collectibility of its accounts receivable and determines the appropriate allowance for expected credit losses based on a combination of factors, including the aging of the receivables, historical collection trends, and charge-offs, and includes adjustments for current economic conditions. When the Company is aware of a franchisee or customer's inability to meet its financial obligation, the Company may individually evaluate the related receivable to determine the allowance for expected credit losses. The Company has elected the practical expedient to assume that the current conditions as of the consolidated balance sheet date will not change for the remaining life of the asset. The Company has also made the policy election to consider collection activity subsequent to year end in making its estimate of expected losses. The Company has considered subsequent collection activity through January 31, 2026. Uncollectible amounts are written off against the allowance for credit losses in the period they are determined to be uncollectible. Recoveries of amounts previously written off are recognized when received. The net accounts receivable balance as of January 1, 2024 was $1,950,265.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization are computed using the straight-line method. Assets are depreciated over their estimated useful lives, which range from 3 to 10 years. The cost of leasehold improvements is depreciated (amortized) over the lesser of the length of the related leases or the estimated useful lives of the assets. Costs of maintenance and repairs are charged to expense when incurred.

Capitalized Software Costs

The Company capitalizes significant costs incurred in the acquisition or development of software for internal use, including the costs of the software, materials, consultants, interest, payroll, and payroll-related costs for employees incurred in developing internal-use computer software, once final selection of the software is made. Costs incurred prior to the final selection of software and costs not qualifying for capitalization are charged to expense. Capitalized software amortization expense was approximately $250,000 and $203,000 in 2025 and 2024, respectively. The net book value of capitalized software costs included in property and equipment at December 31, 2025 and 2024 was approximately $781,000 and $1,032,000, respectively. The estimated useful life of the capitalized software is five years.

Leases

The Company has operating leases for corporate office space. The Company recognizes expense for operating leases on a straight-line basis over the lease term. The Company made a policy election not to separate lease and nonlease components for all operating leases. Therefore, all payments are included in the calculation of the right-of-use asset and lease liability. Total rent expense for the years ended December 31, 2025 and 2024 equaled approximately $308,000 and $267,000. Cash paid for leases approximated these expense amounts.

The Company has an operating lease with a lease term of one year or less that the Company elected to account for as a short-term lease. As this lease is a short-term lease, it is not included in the right-of-use asset and lease liability. Total expense related to short-term leases is *de minimis*.

The Company elected to use the risk-free rate as the discount rate for calculating the right-of-use asset and lease liability in place of the incremental borrowing rate for all operating leases.

Note 2 - Significant Accounting Policies (Continued)

Intangible Assets

Acquired intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets, which range from 5 to 14 years. Intangible assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable. Assets not subject to amortization are tested for impairment at least annually.

The Company elected to apply the private company accounting alternative for intangible assets acquired in a business combination developed by the Private Company Council. Under the accounting alternative, certain acquired customer-related intangible assets and noncompetition agreements are not separately recognized apart from goodwill.

Debt Issuance Costs

Debt issuance costs are recorded as a reduction in the recorded balance of the outstanding debt. The costs are amortized over the term of the related debt and reported as a component of interest expense.

Goodwill

The recorded amounts of goodwill from prior business combinations are based on management's best estimates of the fair values of assets acquired and liabilities assumed at the date of acquisition.

The Company elected to apply the private company accounting alternative for goodwill developed by the Private Company Council. Under the accounting alternative, goodwill is amortized on a straight-line basis over a 10-year period. Additionally, goodwill is assessed for potential impairment if events occur or circumstances change that indicate the fair value of the Company may be less than its carrying value. The Company elected to test goodwill for impairment at the entitywide level.

No impairment charge was recognized during the years ended December 31, 2025 and 2024.

Revenue Recognition

The Company's franchise agreements include (a) the right to use its symbolic intellectual property over the term of each franchise agreement (typically 10 years); (b) preopening services, such as training; (c) ongoing services, such as management of the national brand fund contributions and support services for the franchisees; and (d) for certain subsidiaries, a license to use the Company's internal-use software, which is hosted on the Company's software as a service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day to day, the symbolic intellectual property is accessed over time and the customer (the "franchisee") simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities). Revenue earned from providing these services is identified as royalty fees, initial franchise fees, and national brand fund fees on the accompanying consolidated statement of operations.

The Company also operates certain franchise locations. The revenue for these consist of revenue recognized at a point in time as the service is completed. This revenue is identified as service fees on the accompanying consolidated statement of operations.

Note 2 - Significant Accounting Policies (Continued)

Payment Terms

Initial franchise fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue contract liabilities. The portion of contract liabilities that is expected to be recognized as revenue within one year is classified as current on the consolidated balance sheet. Deferred initial franchise fees as of January 1, 2024 equaled $18,902,229. Initial franchise fees are also received pursuant to area development agreements, which grant the right to develop franchised territories in future periods in specific geographic areas. Royalties and advertising fees are paid on a monthly basis based upon a percentage of franchisee gross sales. Technology fees are paid on a monthly basis based upon a fixed amount. Service fees are due 30 days from when the service is performed.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to service customers. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that the agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties and advertising fees, as the transaction price is based on the franchisees' sales. The variable consideration is recognized based on the actual amounts incurred each month.

Costs to Obtain a Franchise Agreement

The Company incurs commission costs to obtain franchise agreements with franchisees. The commissions are related to franchise fee revenue, which is recognized over time. As a result, the commission costs are capitalized as deferred commission costs and are expensed over the term of the respective franchise agreement, which is determined to be the period of benefit. During the years ended December 31, 2025 and 2024, commission expenses incurred related to obtaining franchise agreements was approximately $2,100,000 and $623,000, respectively.

Advertising Expense

In accordance with the Company's franchise agreements, franchisees pay a percentage of monthly sales to an advertising fund to be used for advertising, marketing, and other promotional purposes. Advertising expense is charged to income during the year in which it is incurred. Advertising expense for 2025 and 2024 was approximately $5,540,000 and $3,756,000, respectively.

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. Members are taxed individually on their pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the Company's operating agreement.

Holdco is structured as a C corporation; therefore, a current tax liability or asset is recognized for the estimated taxes payable or refundable on tax returns for the year. Deferred tax liabilities or assets are recognized for the estimated future tax effects of temporary differences between financial reporting and tax accounting.

Note 2 - Significant Accounting Policies (Continued)

Concentrations of Credit Risk

The Company maintains cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Use of Estimates

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

Subsequent Events

The consolidated financial statements and related disclosures include evaluation of events up through and including April 13, 2026, which is the date the financial statements were available to be issued.

Note 3 - Business Combinations

MB Franchise Holdings, Inc.

On May 30, 2025, the Company acquired 100 percent of the outstanding capital stock of MB Franchise Holdings, Inc. The primary reason for the acquisition was to expand the Company's portfolio of franchised brands within the facility maintenance service industry.

The fair value of the consideration transferred equaled $17,834,448, all of which was paid in cash.

The following table summarizes the acquisition-date fair values of the assets acquired and liabilities assumed:

Cash	$ 209,151
Accounts receivable	202,278
Prepaids and other assets	16,307
Right-of-use assets	116,952
Intangible assets	11,657,000
Accounts payable	(386,108)
Deferred franchise fees	(632,153)
Lease liabilities	(70,406)
Accrued expenses	(365,293)
Deferred tax liabilities	(2,245,953)
Total identifiable net assets	8,501,775
Goodwill	9,332,673
Total	$ 17,834,448

The fair value of financial assets includes accounts receivable with a gross contractual value of $202,278, all of which is expected to be collectible.

Identifiable intangible assets acquired and subject to amortization include the trade name and franchise agreements with estimated useful lives of 10 years. The fair value of the trade name was determined using a relief from royalty method, and the fair value of the franchise agreements was determined using a multiperiod excess earnings method.

Note 3 - Business Combinations (Continued)

Goodwill was recognized for the excess of the purchase price over the fair value of the net assets acquired. Goodwill relates to the growth potential of the Company, the value of customer-related intangibles, and management and operational expertise. The weighted-average amortization period for the goodwill recognized is 10 years.

Acquisition-related costs, which include legal, accounting, and transaction fees, were approximately $1,478,000 and have been included in operating expenses on the accompanying consolidated statement of operations.

Pacific Lawn Sprinklers

On October 23, 2025, the Company acquired 100 percent of the membership interests of Pacific Lawn Sprinklers Franchise LLC; PLS IP, LLC; and PLS Hub, LLC, and PLSC purchased all assets of PLS Inc. The primary reason for the acquisition was to expand the Company's portfolio of franchised brands within the facility maintenance service industry.

The following table summarizes the fair value of the consideration transferred as part of the acquisition:

Cash	$ 57,119,262
Noncash rollover equity - Class A units	1,000,000
Fair value of total consideration transferred	$ 58,119,262

The fair value of the 892 Class A units issued as noncash rollover equity was based on a valuation of the Company's membership interests using an option-pricing model. See Note 9 for further details.

The following table summarizes the acquisition-date fair values of the assets acquired and liabilities assumed:

Cash	$ 476,305
Accounts receivable	1,211,555
Inventory	516,419
Prepaids and other assets	257,245
Property and equipment	548,204
Right-of-use assets	238,355
Intangible assets	20,887,000
Accounts payable	(357,951)
Deferred franchise fees	(581,855)
Lease liabilities	(238,355)
Accrued expenses	(344,142)
Total identifiable net assets	22,612,780
Goodwill	35,506,482
Total	$ 58,119,262

The fair value of financial assets includes accounts receivable with a gross contractual value of $1,211,555, all of which is expected to be collectible.

Identifiable intangible assets acquired and subject to amortization include the trade name and franchise agreements with estimated useful lives of 10 years. The fair value of the trade name was determined using a relief from royalty method, and the fair value of the franchise agreements was determined using a multiperiod excess earnings method.

Note 3 - Business Combinations (Continued)

Goodwill was recognized for the excess of the purchase price over the fair value of the net assets acquired. Goodwill relates to the growth potential of the Company, the value of customer-related intangibles, and management and operational expertise. The weighted-average amortization period for the goodwill recognized is 10 years.

Acquisition-related costs, which include legal, accounting, and transaction fees, were approximately $1,885,000 and have been included in operating expenses on the accompanying consolidated statement of operations.

Shine Development Holdings, Inc.

On November 24, 2025, the Company acquired 100 percent of the outstanding capital stock of Shine Development Holdings, Inc. The primary reason for the acquisition was to expand the Company's portfolio of franchised brands within the facility maintenance service industry.

The following table summarizes the fair value of the consideration transferred as part of the acquisition:

Cash	$ 10,810,568
Noncash rollover equity - Class A units	1,750,000
Fair value of total consideration transferred	$ 12,560,568

The fair value of the 1,248 Class A units issued as noncash rollover equity was based on a valuation of the Company's membership interests using an option-pricing model. See Note 9 for further details.

The following table summarizes the acquisition-date fair values of the assets acquired and liabilities assumed:

Cash	$ 32,842
Investments	103,668
Accounts receivable	652,649
Prepaids and other assets	4,761
Property and equipment	24,455
Right-of-use assets	92,436
Intangible assets	4,583,000
Accounts payable	(143,367)
Deferred franchise fees	(1,204,390)
Lease liabilities	(92,436)
Accrued expenses	(669,547)
Total identifiable net assets	3,384,071
Goodwill	9,176,497
Total	$ 12,560,568

The fair value of financial assets includes accounts receivable with a gross contractual value of $652,649, all of which is expected to be collectible.

Identifiable intangible assets acquired and subject to amortization include the trade name and franchise agreements with estimated useful lives of 10 years. The fair value of the trade name was determined using a relief from royalty method, and the fair value of the franchise agreements was determined using a multiperiod excess earnings method.

Goodwill was recognized for the excess of the purchase price over the fair value of the net assets acquired. Goodwill relates to the growth potential of the Company, the value of customer-related intangibles, and management and operational expertise. The weighted-average amortization period for the goodwill recognized is 10 years.

Note 3 - Business Combinations (Continued)

Acquisition-related costs, which include legal, accounting, and transaction fees, were approximately $1,068,000 and have been included in operating expenses on the accompanying consolidated statement of operations.

Note 4 - Property and Equipment

Property and equipment are summarized as follows:

	2025	2024
Machinery and equipment	$ 151,978	$ 224,961
Vehicles	541,000	281,658
Furniture and fixtures	149,944	140,755
Computer equipment and software	2,095,919	1,678,755
Leasehold improvements	228,551	251,913
Total cost	3,167,392	2,578,042
Accumulated depreciation	699,485	508,093
Net property and equipment	$ 2,467,907	$ 2,069,949

Depreciation expense was approximately $482,000 and $329,000 for the years ended December 31, 2025 and 2024, respectively.

Note 5 - Intangible Assets and Goodwill

Intangible assets and goodwill of the Company at December 31, 2025 and 2024 are summarized as follows:

	2025		2024	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets and goodwill:				
Franchise agreements	$ 55,246,000	$ 6,607,365	$ 24,937,000	$ 3,205,115
Trade names	13,949,232	1,781,070	7,131,232	934,157
Developed technology	1,097,752	551,619	807,674	356,610
Goodwill	116,038,647	16,663,387	62,057,306	9,391,742
Total amortized intangible assets and goodwill	$ 186,331,631	$ 25,603,441	$ 94,933,212	$ 13,887,624

Amortization expense for intangible assets and goodwill totaled approximately $11,732,000 and $9,669,000 for the years ended December 31, 2025 and 2024, respectively.

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

Years Ending	Amount
2026	$ 18,941,087
2027	18,941,087
2028	18,941,087
2029	18,941,087
2030	18,941,087
Thereafter	66,022,755
Total	$ 160,728,190

Note 6 - Long-term Debt

Long-term debt at December 31, 2025 is as follows:

Term loan	$ 40,000,000
Delayed draw term loan	7,500,000
Total	47,500,000
Unamortized debt issuance costs	853,098
Long-term portion	$ 46,646,902

The balance of the above debt matures as follows:

Years Ending	Amount
2026	$ -
2027	-
2028	475,000
2029	475,000
2030	475,000
Thereafter	46,075,000
Total	$ 47,500,000

In October 2025, the Company entered into a credit agreement with a financial institution to help fund current and future acquisitions. Maximum borrowings under the credit agreement are as follows: an initial term loan commitment of $40,000,000, total delayed draw term loan commitments of $25,000,000, and a revolving loan commitment of $7,000,000. All commitments are secured by substantially all of the assets of the Company. Principal payments of 0.25 percent of the outstanding loan amounts are due quarterly starting in 2028 until maturity in October 2031, at which time all unpaid principal is due.

The interest rate is a floating rate equal to the Secured Overnight Financing Rate (SOFR), or the alternate base rate (ABR), plus the applicable margin, as defined in the credit agreement. The effective interest rate on the term loan as of December 31, 2025 was 8.67 percent. The effective rate on the delayed draw term loan as of December 31, 2025 was 8.42 percent.

Debt issuance costs of approximately $853,000 were incurred to secure the credit facility.

Under the agreements with the bank, the Company is subject to various financial covenants, including a net leverage ratio covenant, and excess cash flow payments. As of December 31, 2025, the Company was in compliance with all financial covenants and was not required to make an excess cash flow payment.

Note 7 - Income Taxes

The components of the income tax provision included in the consolidated statement of operations for the year ended December 31, 2025 are all attributable to continuing operations and are detailed as follows:

Current income tax expense	$ 110,665
Deferred income tax recovery	(444,629)
Total income tax recovery	$ (333,964)

The income tax provision differs from the expense that would result from applying statutory rates to income before income taxes as a result of state taxes and temporary timing differences primarily related to intangible assets and revenue recognition.

Note 7 - Income Taxes (Continued)

The details of the net deferred tax liability are as follows:

Total deferred tax liabilities	$	(2,304,376)
Total deferred tax assets		503,052
Total	$	(1,801,324)

Note 8 - Related Party Transactions

The majority member charges the Company for financial and management services under a management services agreement for reimbursement of reasonable direct expenses, which is included in operating expenses on the accompanying consolidated statement of operations. Total expense for the years ended December 31, 2025 and 2024 was approximately $809,000 and $702,000, respectively.

Note 9 - Members' Equity

Class A units have voting rights on all matters requiring the consent, approval, or vote of the members. The Class A units receive preference on distributions. There were 1,000,000 units authorized and 154,175 and 109,546 units issued and outstanding, respectively, as of December 31, 2025 and 2024.

Class B units do not have voting rights and are issued to designated management employees of the Company without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B units are dilutive to the participating preferred units. There were 1,000,000 units authorized and no units issued or outstanding as of December 31, 2025 and 2024.

As defined in the EHC Holding Company, LLC Amended and Restated Limited Liability Company Agreement, a deferred unit provides the right to be issued a Class B unit prior to a significant sale, assuming the fair market value of the Company exceeds the threshold amount, as defined in the Deferred Unit Agreements. The deferred units are time-vesting units that generally vest one-seventh each continuous year of service, becoming fully vested on the seventh anniversary of the grant date. These units allow for accelerated vesting upon the occurrence of a significant sale. As of December 31, 2025 and 2024, there were 5,114 and 3,803 deferred units issued, 3,851 and 2,540 deferred units outstanding, and 849 and 502 deferred units vested, respectively. No compensation expense was recognized during 2025 and 2024, as the fair value of the units is *de minimis*.

EXHIBIT B
FRANCHISE AGREEMENT
Shine Development LLC

FRANCHISE AGREEMENT
Shine Development LLC

SUMMARY PAGE

EFFECTIVE DATE:	____
FRANCHISEE(S):	____
TYPE OF BUSINESS ENTITY:	____
FRANCHISEE ADDRESS FOR NOTICES:	____
TELEPHONE NUMBER:	____
E-MAIL ADDRESS:	____
INITIAL FRANCHISE FEE:	☐ $49,900 for the first Franchised Business ☐ $79,800 for two Franchised Businesses ($49,900 for the first and $ 29,900 for the second) ☐ $104,700 for three Franchised Businesses ($49,900 for the first + $ 29,900 for the second + $24,900 for the third) ☐ $47,500 (includes Veteran discount) ☐ $____________
INITIAL TRAINING:	$7,500 (Refer to Section 4.01)
START-UP PACKAGE:	☐ $22,500 ☐ $32,500
GRAND OPENING:	$20,000 (single Protected Area)
ROYALTY:	The greater of 7% of Gross Revenues or the applicable Minimum Royalty (Refer to Section 2.02)
NATIONAL ADVERTISING FEE:	2% of Gross Revenue (refer to Section 2.05)
RENEWAL FEE:	$10,000
FRANCHISOR ADDRESS FOR NOTICES:	SHINE DEVELOPMENT, LLC Attention: Legal Department 8100 E. Indian School Road, Suite 201 Scottsdale, AZ 85251 Notice@shineinfo.com

_______________ Franchisor Initial

_______________ Franchisee Initial

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SHINE DEVELOPMENT LLC

SHINE FRANCHISE AGREEMENT

Franchise Agreement No.: __________

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of the Effective Date reflected in the Summary Pages ("**Effective Date**") by and between SHINE DEVELOPMENT LLC, a Delaware limited liability company ("**Franchisor**"), with its principal address of 8100 E. Indian School Road, Suite 201 Scottsdale, AZ 85251, and __________________, a _____________________, with its principal business address of ____________________ ("Franchisee").

RECITALS

WHEREAS, Franchisor exclusively owns and has expended substantial time, money and effort to develop a unique and proprietary system for operating businesses offering window care, pressure washing, house detailing, solar panel cleaning, window track cleaning and holiday lighting services (the methods of operation are referred to herein as the "System");

WHEREAS, the distinguishing characteristics of the System include the names "**Shine Window Care®," "Shine Holiday Lighting®**" and "**Shine**" (interchangeably and collectively referred to herein as "Shine"), is a recognized and superior level brand of customer service and attention to detail; embodies exceptional values and commitment to service; utilizing the use of unique eco-friendly and safe materials; providing uniformity of products and services offered, and use of proprietary standards, specifications, rules and procedures of operations, and techniques, all of which may be improved, amended and further developed by Franchisor from time to time at any time and in its sole discretion;

WHEREAS, Franchisor identifies its goods and services with certain service marks, trade names and trademarks, including, but not limited to **"Shine,"** "**Shine Window Care®"** and **"Shine Holiday Lighting®"** and related logos and marks and trade dress and certain other trademarks, service marks, slogans, logos and emblems which have been and which may hereafter be designated by Franchisor for use in connection with the System (the "Marks");

WHEREAS, Franchisee recognizes the advantages and substantial value of the System and Marks and desires to obtain a limited, non-exclusive license from Franchisor for use of the Marks and the System solely for the operation of a business in the Protected Area listed below (the "Franchised Business") and Franchisee desires to use the Marks and the System to obtain and use the methods, know how, experience and form of operation acquired, devised and/or established by Franchisor, as well as other benefits derived from this license relationship strictly in accordance with the provisions set forth below;

WHEREAS, Franchisee recognizes the absolute necessity and value of maintaining strict high standards and uniformity of appearance, image, products, services and customer relations in conformity with the System as Franchisor may reasonably unilaterally modify it from time to time;

WHEREAS, Franchisee is fully aware of the risks, business and otherwise, associated with owning a Franchised Business and has independently evaluated those risks without relying upon any representations from Franchisor or Franchisor's agents regarding revenues, profits or probability of success, excepting only those representations and accompanying cautions contained in Franchisor's disclosure document. Revenues, profits or probability of success being affected primarily by factors beyond Franchisor's control, including Franchisee's skill, personality, diligence and dedication and general regional or local economic or demographic conditions; and

WHEREAS, Franchisor, in reliance upon Franchisee's representations, is willing to provide certain training and other services and to grant a license, but only in the terms of this Agreement, for which such terms Franchisee understands and accepts and both parties acknowledge to be reasonable and material;

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and each party fully intending to be legally bound hereby, Franchisor and Franchisee mutually agree as follows:

Article 1 - System

1.01 Grant.

Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a nonexclusive license ("License") to operate one (1) Franchised Business at the location ("Location") specified in the Key Terms attached hereto as Attachment B, within the Protected Area, as set forth in the same Attachment B, for the Term of this Agreement. The terms of Attachment B are hereby incorporated into this Agreement by reference. Franchisee agrees to identify its Franchised Business and all of its products and services only by the Marks. Franchisee has no right to use the System or the Marks for any purpose other than as expressly provided herein.

Franchisor and Franchisor's affiliates reserve any and all rights not expressly granted to Franchisee under this Agreement, which rights may be exercised without any compensation or credit to Franchisee, including, without limitation, Franchisor reserves to itself all other rights in and to use the Marks, including the unrestricted right: (a) to own and operate and to grant others the right to own and operate a SHINE business outside the Protected Area; (b) to operate a Shine business and license the use of the Marks and System outside the Protected Area; and (c) the right to distribute products and services identified by the Marks, such as pre-packaged products, through alternative channels of distribution including, but not limited to, the Internet, catalog sales, and wholesale. Franchisor further retains the right to operate and to grant others the right to operate similar or competing businesses under a different trademark inside and outside the Franchisee's Protected Area. The Franchised Business' activities are confined to retail transactions only. Franchisee shall not enter into any wholesale transactions for sale of Shine products without first obtaining Franchisor's prior written consent, which may be withheld at Franchisor's sole discretion. We reserve the right to review your Protected Area, once every five years during the Initial Term of the Agreement, with the intent of confirming the current demographics and/or population changes in your Protected Area. If the population has increased by 20% or more since the last territory review, we reserve the right to unilaterally reduce the Protected Area to align with the minimum of 75,000 households up to 125,000 households in the Protected Area. Upon expiration of Franchisee's Initial Term if Franchisee signs an agreement for the Renewal Term, or as a condition for transfer of the Agreement, subject to other terms and conditions of this Agreement, Franchisor retains the right in their sole discretion to adjust the Protected Area for the Renewal Term and/or prior to transfer of the Agreement.

Franchisor further reserves the right, to enter into agreements with specific regional or national commercial customers in order to establish a National Account, in any area, including in Franchisee's Protected Area. If Franchisor establishes a National Account in Franchisee's Protected Area, Franchisee shall service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if Franchisor determines, in its sole discretion, that Franchisee is not capable of servicing the National Account, or if the volume of services exceeds demand at that time, Franchisor may at its sole discretion authorize another franchisee or other qualified third-party to provide these services within

Franchisee's Protected Area without any payment to Franchisee.. See Section 7.14 of this Agreement for more information regarding the National Accounts.

1.02 Initial Term.

The initial term of this Agreement shall commence upon the Effective Date and shall expire at midnight on the day preceding the tenth (10th) anniversary date of the Effective Date (the "Term" or the "Initial Term"), unless this Agreement has been sooner terminated in accordance with the terms and conditions herein. If this Agreement is a Successor Agreement, "Term" means the Renewal Term applicable to this Agreement. Franchisee acknowledges that the Term is not perpetual.

1.03 Renewal.

1.03.01 Generally. This Agreement does not grant Franchisee any renewal rights; provided, however, that Franchisor: (a) may offer Franchisee renewal rights at Franchisor's discretion; or (2) shall offer Franchisee renewal rights if required by Applicable Law. If Franchisor offers Franchisee renewal rights, Franchisee shall have the option to renew the franchise by signing Franchisor's then-current form of Franchise Agreement (a "Successor Agreement") for a 10-year renewal term (a "Renewal Term") provided that Franchisee satisfies all renewal conditions specified in this Agreement or the Successor Agreement Franchisee wishes to renew, as applicable. The Successor Agreement shall be the current form of franchise agreement Franchisor uses to grant franchises as of the expiration of the Term or Renewal Term, as applicable, the terms of which may vary materially and substantially from the terms of this Agreement. If this Agreement is a Successor Agreement, the Term of this Agreement and Franchisee's remaining renewal rights, if any, shall be governed by Franchisee's original Franchise Agreement.

1.03.02 Renewal Requirements. If Franchisor offers renewal rights to Franchisee, then in order to exercise the renewal rights Franchisee must:

(a) send Franchisor a notice of Franchisee's intent to enter into a Successor Agreement not less than six (6) months nor more than 12 months before the expiration of the Term;

(b) not be in default under this Agreement or any other agreement between Franchisor (or Franchisor's affiliate) and Franchisee (or Franchisee's affiliate) at the time Franchisee sends the renewal notice or signs the Successor Agreement;

(c) sign the Successor Agreement no later than 30 days after Franchisor sends it to Franchisee and pay Franchisor a renewal fee in the amount specified on the Summary Page of this Agreement;

(d) sign and deliver to Franchisor a general release, in the form prescribed by Franchisor, releasing, to the fullest extent permitted by law, all claims that Franchisee may have against Franchisor and its affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities in a form and content satisfactory to Franchisor;

(e) have substantially complied with the operating standards and other criteria contained in the Manual or otherwise communicated in writing by Franchisor;

(f) not have received more than three (3) notices of default during any consecutive twelve-month (12) month period during the Term;

(g) not have engaged in any business dealings in relation with the Franchised Business or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, any other Franchisee, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee, Franchisor or of another Franchisee, at any time during the Term; and

(h) make or provide for in a manner satisfactory to Franchisor, such refurbishment of the

Franchised Business as Franchisor may require, including, without limitation, replacement, renovation, or upgrading of signs, vehicles, vehicle wraps, tools, supplies, equipment, technology, or computer hardware or software to reflect the then-current standards and image of the System.

If Franchisor elects not to renew or offer Franchisee the right to renew, Franchisor shall send Franchisee a notice of non-renewal at least 180 days before the expiration date that sets forth the basis for Franchisor's decision. If Franchisee objects to Franchisor's non-renewal notice or disputes the basis for Franchisor's decision, Franchisee must send Franchisor a notice of objection that sets forth the basis for Franchisee's objection. Failure to send Franchisor an objection notice within 30 days after Franchisee receives Franchisor's non-renewal notice constitutes Franchisee's consent to the non-renewal of the franchise.

1.03.03 Interim Term. If Franchisee does not sign a Successor Agreement but continues to operate the Franchised Business after the Term expires, Franchisor may either treat this Agreement as: (a) expired as of the Term expiration date with Franchisee operating in violation of Franchisor's rights; or (b) continued on a month-to-month basis (the "Interim Term") until either party provides the other party with 30 days' prior written notice of termination of the Interim Term. All of Franchisee's obligations remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations imposed on Franchisee upon expiration of the Term will take effect upon termination of the Interim Term; provided, however, that the Royalty Fees due and payable during the Interim Term shall be 150% of the Royalty Fees due and payable under this Agreement.

1.04 Location and Protected Area.

Subject to the provisions of this Paragraph 1.04, provided Franchisee is not in default, Franchisor agrees to grant Franchisee a Protected Area as defined in the Key Terms provided herein as Attachment B, subject to the following provisions. Franchisor reserves all rights not otherwise granted to Franchisee in the Key Terms page.

1.04.01 Franchisee shall at all times operate the Franchised Business from the approved Location and no other business without Franchisor's prior written consent. Franchisor is not obligated to assist Franchisee in locating a site for the Location. Within twelve (12) months after the Effective Date of this Agreement and after the completion of the Shine Bright Start Training, Franchisee shall acquire or lease, at Franchisee's expense, a commercial climate-controlled warehouse space that includes vehicle parking and adequate equipment storage space that is properly zoned for the operation of the Franchised Business. Initially if you choose to work from your domicile, you are still required to lease a storage unit that is at least 1,000 sq. ft. If you wish to work from your domicile initially the space must be temperature controlled. Failure by Franchisee to acquire or lease a site for the Franchised Business within the time required herein shall constitute a default under this Agreement, and Franchisor, in its sole discretion, may terminate the Franchise Agreement and retain all fees paid. If Franchisee intends to lease the premises where the office and storage area of the Franchised Business will be operated (the "Premises"), Franchisee may submit up to three (3) site locations for Franchisor's approval, which approval shall not be unreasonably withheld. Franchisor reserves the right to require Franchisee to execute a lease rider providing certain rights to Franchisor as related to the lease. If Franchisor does not approve Franchisee's request in writing within 30 days following Franchisor's receipt of all requested information, the site will be deemed to have not been approved.

Franchisee shall submit to Franchisor executed copies of all such leases immediately after execution and at such other times as Franchisor may request. The term of the leases plus all options for Franchisee to renew shall together equal or exceed the Term. At Franchisee's request, Franchisor shall offer assistance to Franchisee in selecting a site for the location and advising Franchisee in negotiating an acceptable lease agreement for the site. Franchisor shall not represent Franchisee in a legal capacity and advises Franchisee to seek independent legal counsel in the review and negotiation of its lease agreement. If Franchisee intends to own the Premises, Franchisee shall obtain approval of the Premises from Franchisor and furnish Franchisor proof of ownership prior to the date Franchisee commences any construction, build-out or remodeling of the Premises. FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT FRANCHISOR'S APPROVAL OF A SITE FOR FRANCHISEE'S LOCATION IS NOT AND SHALL NOT BE CONSTRUED AS A GUARANTEE WARRANTY OR ASSURANCE THAT THE BUSINESS WILL BE PROFITABLE.

1.04.02 Franchisee is solely responsible for the construction of the Premises and the Franchised Business. Franchisee will commence any required construction promptly after execution of a lease or closing on the purchase of the Premises. Franchisee will complete construction in accordance with the plans and specifications for the Franchised Business which have been approved in advance by Franchisor and will not deviate, except as permitted below, from such plans and specifications without the prior written consent of Franchisor. Franchisee agrees that it will construct or remodel the Premises at the approved Location in accordance with Franchisor's construction or remodel plans, design, layout and other physical characteristics, rentals, lease terms including duration, and other general conditions for use as a Shine Franchised Business ("Standard Plans") or in accordance with plans approved by Franchisor. Franchisor may also provide Franchisee with Franchisor's specifications for the construction and design of the Premises ("Spec. Sheet"). The Standard Plans, if provided, will be provided by Franchisor at no cost to Franchisee. Franchisee shall purchase or lease all equipment, displays, fixtures, and furnishings that Franchisor designates. Such Standard Plans shall not contain the requirements of any federal, state or local law, code or regulation, including those concerning the Americans With Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities, nor shall such plans contain the requirements of, or be used for, construction drawings or other documentation as may be necessary to obtain permits or authorization to build a specific Premises ("Applicable Law"). It is Franchisee's sole responsibility to make sure that the design and construction of the Franchised Business and the Premises are in compliance with all Applicable Laws including without limitation, the Americans with Disabilities Act. Franchisee shall indemnify and hold Franchisor harmless against any and all claims, actions, causes of action, costs, fees, fines and penalties, of every kind and nature, should the design and/or construction of the Franchised Business fail in any way to comply with any Applicable Laws, including, without the limitation, the Americans with Disabilities Act. If provided, Franchisee shall make no changes to any building plan, design, layout or decor, Spec Sheet, or any equipment or signage except as necessary to comply with Applicable Law without the prior written consent of Franchisor. Franchisee shall maintain the interior and exterior decor in such a manner as may be prescribed from time to time by Franchisor. Franchisee acknowledges the specifications on the Spec. Sheet may exceed the requirements of Applicable Law. In the event of Franchisee's delay, refusal, or failure to make repairs or modifications to the Premises as specified by this Article, Franchisor or its agents may enter the Premises, without further notice and without liability for trespass or other tort and with Franchisee's complete cooperation, and remove, repair, and/or replace, at Franchisee's expense, any items which do not conform to Franchisor's then-current standards and specifications or which are not in conformity with Franchisee's obligation to maintain the Franchised Business and the Premises in the highest degree of repair and condition. In addition to any and all other remedies that Franchisor may have in law or in equity, Franchisee shall reimburse Franchisor for all out-of-pocket expenses incurred by Franchisor in connection with any refurbishing work performed by Franchisor pursuant to this Article, plus an administrative fee of fifteen percent (15%) of the total aggregate amount of expenses incurred by Franchisor. In the event that Franchisee fails to reimburse Franchisor within seven (7) days of the date Franchisee is billed for all such amounts, Franchisee authorizes

Franchisor to collect all amounts due, including interest, at the rate of eighteen percent (18%) per annum or the maximum amount permitted by law, whichever is lower, and an additional ten percent (10%) late fee on the entire amount due; this amount shall be collected through electronic banking transfers as specified in this Agreement.

1.04.03 Franchisee shall prominently display, at its own expense, both on the interior and exterior of the Premises, advertising signs in such form, color, number, location and size, and containing such Marks, logos and designs as Franchisor shall designate. Franchisee will be responsible for ordering any required signage, including an exterior signs, for the Premises from an approved vendor at Franchisee's expense. Franchisor may, on Franchisee's behalf and at Franchisee's expense, direct and control placement of the exterior sign on Franchisee's Location, working with Franchisee's landlord or tenant association, if necessary. Franchisee shall obtain all permits and licenses required for such signs and shall also be responsible for ensuring that all signs comply with all laws and ordinances. Franchisee shall not display in or upon the Premises any sign or advertising of any kind to which Franchisor objects. Franchisee shall remove all signs and other items and indicia which serve, directly or indirectly, to identify the Premises as associated with the Franchised Business or Shine brand within ten (10) days of the expiration or termination of this Agreement. In the event Franchisee does not comply with this requirement, Franchisor may enter the Premises, without being guilty of trespass and without incurring any liability to Franchisee, to remove all signs and other items identifying the Premises as a Shine business and to make such other modifications as are reasonably necessary to protect the Marks and Franchisor, and to distinguish the Premises from Shine businesses. Franchisee shall be liable for all costs associated with such removal.

1.04.04 Franchisor reserves the right to require Franchisee to generally refurbish the Franchised Business and/or the Premises at Franchisee's expense, at any time and as often as Franchisor deems necessary, in order to conform to the building design, trade dress, color schemes and presentation of the Marks in a manner consistent with the then-current image for Shine franchises and may include, without limitation, structural changes, installation of new materials and equipment, remodeling, redecoration, changing color schemes, and modifications and/or repairs to existing improvements. Such remodeling and re-equipping may include, without limitation, replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications, redecorating; or purchasing more efficient or improved equipment. Franchisor may require Franchisee to perform remodeling and to purchase equipment at such times as Franchisor, in its sole discretion, deems necessary and reasonable. FRANCHISEE ACKNOWLEDGES THAT EQUIPMENT, ALTERATIONS AND RENOVATIONS REQUIRED BY FRANCHISOR MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY FRANCHISEE DURING THE TERM OF THIS AGREEMENT AND AGREES TO COMPLY REGARDLESS OF THE REMAINING DURATION OF THE TERM.

1.04.05 Regardless of whether the Premises are owned or leased, it shall be the responsibility of Franchisee to determine that the Premises can be used under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement. Franchisee shall obtain all permits and licenses that may be required to construct, remodel and operate the Franchised Business. Franchisee agrees that the Premises will not be used for any purpose other than the operation of the Franchised Business in compliance with this Agreement.

1.04.06 Franchisee shall not, without first obtaining Franchisor's prior written consent, which shall not be unreasonably withheld: (i) relocate the Location; or (ii) renew or materially alter, amend or modify any lease, or make or allow any transfer, sublease or assignment of its rights pertaining to the Premises.

1.04.07 Franchisor hereby grants to Franchisee the right to operate the Franchised Business and to use the Marks in the operation of its Franchised Business. Franchisee agrees and acknowledges that the right to use said Marks is restricted exclusively to the Protected Area set forth herein. During the term of this agreement and provided Franchisee is in full compliance with every term and condition of this Agreement, Franchisor will not operate or license others to operate a window care or holiday lighting business within the Protected Area, either company-owned or franchised, under the **Shine®**, **Shine Window Care®** or **Shine Holiday Lighting®** Marks during the term of this Agreement, so long as Franchisee is not in breach of this Agreement. Franchisor reserves the right to review the Protected Area, once every five years, during the Initial Term of the Agreement, with the intent of confirming the current demographics and/or population changes in the Protected Area. If the population has increased by 20% or more since the last territory review, Franchisor reserve the right to immediately and unilaterally reduce the Protected Area to align with the minimum of 75,000 households up to 125,000 households in the Protected Area. Upon expiration of Franchisee's Initial Term if Franchisee signs an agreement for the Renewal Term, subject to other terms and conditions of this Agreement, Franchisor retains the right in their sole discretion to adjust or reduce the Protected Area for the Renewal Term. Franchisor does not warrant or represent that no other Shine Franchised Business will solicit or make any sales within the Protected Area, and Franchisee hereby expressly acknowledges and agrees that such solicitations or sales may occur within the Protected Area. Franchisor shall have no duty to protect Franchisee from any such sales, solicitations, or attempted sales. Franchisee recognizes and acknowledges that (i) Franchisee will compete with other Shine businesses which are now, or which may in the future be, located near or adjacent to Franchisee's Protected Area, and (ii) that such Shine businesses may be owned by Franchisor, its affiliates, and/or third parties. Franchisee understands and agrees that Franchisor has the right, either directly or through affiliated entities, to operate or franchise or license others to operate businesses other than Shine businesses of the kind being franchised herein, whether operating under the Marks or not, and Franchisee agrees that Franchisor and its affiliates may do so within the Protected Area without compensation to Franchisee. Franchisee understands and agrees that Franchisor has the right, directly or through third parties, to manufacture or sell, or both, within Franchisee's Protected Area, services and products which are the same as or similar to those sold or provided by the Franchised Business using brand names which are the same as or similar to the Marks, provided that such items are not sold through Shine window care and/or holiday and outdoor lighting businesses located within Franchisee's Protected Area. Specifically, and without limitation, Franchisor, or an affiliate of Franchisor, may operate an e-commerce site utilizing the Marks that sells services or products that are the same as or similar to those sold or provided by the Franchised Business. Franchisee agrees that in the event Franchisor for any reason assigns Franchisee a Protected Area contained in another Franchisee's protected area or assigns a portion of Franchisee's Protected Area to another franchisee, that it would be difficult, if not impossible, to determine what damages may arise from such action by Franchisor. Therefore, the parties expressly agree that the liquidated damages from such an inadvertent assignment of territories to two or more franchisees shall entitle the affected franchisees to a partial refund of the Initial Franchise Fee as exclusive damages, which damages shall not exceed a pro-rata refund of the portion of the Initial Franchise Fee allocated on a population basis to the affected area. Franchisee agrees that the liquidated damages described herein are Franchisee's sole, exclusive, and final remedy in the event of an inadvertent assignment by Franchisor.

1.04.08. Franchisee may accept orders outside the Protected Area. However, if the Franchisee accept clients outside of the Protected Area, and the Franchisor subsequently awards such protected area or if that protected area belongs to another franchisee, the Franchisee shall immediately and at no cost to Franchisor or the new franchisee, relinquish those clients outside of the Protected Area to the new franchisee. If the Franchisee accept clients outside of the Protected Area, and if that area is another franchisee's protected area, the Franchisee shall pay an Encroachment Fee to the Franchisor in the amount of $1,000 per job performed and 50% of revenue generated from such sale per job performed. This amount shall be payable to the franchisee whose protected area was encroached by such sale. Upon Franchisor's notice of your encroachment of the Franchisee's protected area, if the Franchisee continues to make sales into another franchisee's protected area, the Franchisee shall be in default of this Agreement, and the Franchisor reserves any rights the Franchisor may have including the right to impose the Encroachment Fee and termination of the Franchisee's Agreement.

1.04.09. Franchisor may, in its sole and absolute discretion, require that Franchisee submit the lease for the Location to Franchisor for its written consent before Franchisee executes the lease, and require that Franchisee execute the lease rider substantially in the form attached hereto as Attachment F. The parties acknowledge and agree that Franchisor' approval of a lease is not a representation of the suitability of the location **nor** does it mean that the economic terms of the lease are favorable; it means only that the lease contains the lease terms that Franchisor requires. The lease also must contain the terms reflected in the lease rider in the form attached hereto as Attachment F, including Franchisor's option to assume the lease in the event of expiration or termination of this Agreement without the payment of additional consideration, and without liability for any obligations that the Franchisee accrued as of the date of the assignment of the lease. In addition, each lease must be for the same term as this Agreement. Franchisee shall provide to Franchisor a fully executed copy of the Location's lease and Attachment F within 10 days after its execution.

1.05 System and Marks.

1.05.01 Franchisee agrees to operate the Franchised Business strictly and exclusively according to the System and only under the Marks pursuant to the Manual. Franchisee acknowledges that Franchisor exclusively owns all rights to the System and the Marks and Franchisee has only such rights as this Agreement grants. For purposes of this Agreement, the "System" includes the rights and obligations set forth in this Agreement, the Manual furnished to the Franchisee as amended unilaterally from time to time, Franchisor's name, training, methods of operation, reputation, advertising, system and similar benefits pursuant to which the Franchisee operates the Franchised Business.

1.05.02 Franchisor and its affiliates shall have and retain all rights associated with the Marks other than those expressly licensed herein, including, but not limited to the following: (a) to use the Marks in connection with selling products and services through any channel of distribution; (b) to grant licenses to others to use the Marks, in addition to those licenses already granted to existing Franchisees; (c) to develop and establish other systems using the Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee; and (d) to sell and distribute cleaning supplies and other items and services via alternate distribution channels bearing the Marks. Franchisee acknowledges that any unauthorized use of the System or the Marks is and shall be deemed a material breach of this Agreement and an infringement of Franchisor's rights. Franchisee shall immediately execute any documents deemed necessary by Franchisor or its counsel for the protection of the System and the Marks or to maintain their validity or enforceability, or to aid Franchisor in acquiring rights in or in registering any of the System and the Marks or any trademarks, trade names, service marks, slogans, logos and emblems subsequently adopted by Franchisor. Franchisee shall not use the Marks in any manner not specifically approved by Franchisor, including, without limitation, as part of any domain name or other address on any portion of the Internet or any new medium, including as part of any meta tag(s) or similar use. Franchisee shall immediately notify Franchisor, in writing, if Franchisee learns of any attempt by any person to infringe the Marks or to wrongfully appropriate the System or any part of it. Franchisor may, in its sole discretion, take whatever action it deems appropriate to protect or defend the Marks or System but is not obligated to take any action whatsoever.

Franchisee shall unconditionally cooperate with Franchisor in any suit, claim or proceeding involving the System or the Marks or their use to protect Franchisor's rights and interest in the System and the Marks. In the event of any settlement, award or judgment rendered in favor of Franchisor relating to the use or ownership of the System or the Marks, such settlement, award or judgment shall be the sole and exclusive property of Franchisor and Franchisee shall not be entitled to or make any claim for all or any part of it.

In the event that the trademark law is amended so as to render inapplicable any of the provisions of this Agreement, Franchisee shall sign any documents and do such other act and thing as in the opinion of Franchisor may be necessary to effect the intent and purpose of the provisions of this Agreement.

During the term of this Agreement or thereafter, directly or indirectly, Franchisee shall not commit any act of infringement or contest or aid in contesting the validity or ownership of the System or the Marks, or take any other action to disparage them. Franchisee shall use the Marks only in connection with the operation of the Franchised Business within the Protected Area specified herein, and shall use them only in the manner authorized by Franchisor. Franchisee shall prominently display the Marks in the manner prescribed by Franchisor on all signs, vehicles, uniforms, and other supplies and materials designated by Franchisor. Franchisee shall not fail to perform any act required under this Agreement, or commit any act which would impair the value of the Marks or the goodwill associated with the Marks. Franchisee shall not at any time engage in any business or market any products or service under any name or mark which is confusingly or deceptively similar to any of the Marks. Franchisee shall not use any of the Marks as part of its corporate or trade name and shall not use any trademark, trade name, service mark, logo, slogan or emblem in connection with the Franchised Business that has not been authorized by Franchisor. Franchisee shall obtain such fictitious or assumed name registrations as may be required by Franchisor or applicable state law. Franchisee shall not attempt to register or otherwise obtain any interest in any Internet domain name, website or URL containing or utilizing any of the Marks or any other word, name, symbol or device which is likely to cause confusion with any of the Marks. Franchisee also acknowledges that its use of the Marks pursuant to this Agreement does not give Franchisee any ownership or other interest in or to the Marks, except the temporary License granted by this Agreement.

1.05.03 Franchisor has the absolute right to change, revise, or substitute different Marks for use in identifying the System, the Franchised Business, and the products sold or offered for sale through the Franchised Business, if Franchisor, in its sole discretion, determines that change, revision, or substitution of different Marks will be beneficial to the System. In such circumstances, the use of the substitute proprietary marks shall be governed by the terms of this Agreement. Franchisee shall comply with each such change, revision, or substitution and bear all expenses associated therewith at its own expense. In the event that a court of competent jurisdiction should order, or if Franchisor in its sole discretion should deem it necessary or advisable, Franchisee shall modify or discontinue use of any Mark. Franchisee shall comply with Franchisor's directions regarding any such Mark within thirty (30) days after receipt of notice from Franchisor or, if such modification or discontinuance is court-ordered, immediately. Franchisor shall not be obligated to compensate Franchisee for any costs or expenses incurred by Franchisee in connection with any such modification or discontinuance. Franchisee shall also use such additional or substitute Marks as Franchisor shall direct.

1.05.04 Franchisor may change the System or any part of the System at any time, and as changed it shall remain the System pursuant to this Agreement. Franchisor shall exclusively and solely own any improvements or changes in the System whether developed by Franchisor, by Franchisee or by other Franchisee(s) and shall have the right to adopt and perfect such improvements or changes without compensation to Franchisee or other Franchisees. If Franchisor modifies the System, Franchisee shall, at Franchisee's own expense except to the extent specifically provided in this Agreement, adopt and use such modification(s) as if it were part of the System at the time of execution of this Agreement.

1.05.05 Franchisee acknowledges that as between Franchisee and Franchisor, any and all present or future copyrights relating to the System or the Shine concept, including, but not limited to, the Manuals, plans and specifications and marketing materials, (collectively, the "Copyrights") belong solely and exclusively to Franchisor. Franchisee has no interest in the Copyrights beyond the limited nonexclusive License granted in this Agreement.

1.05.06 All inventions, ideas, applications, trademarks, service marks, enhancements, modifications, improvements or other processes, methods and designs, technologies, computer software, electronic code, original works or authorship, formulas, patents, copyrights, marketing and business plans and ideas, and all improvements and enhancements thereto that Franchisee may develop, invent, discover, conceive or originate, alone or in conjunction with any other person or persons during the Term that relate in any way, either directly or indirectly, to the Franchised Business and/or the System (collectively referred to as "Inventions and Ideas") developed by the Franchisee and/or any personal guarantors, either in whole or in part during the Term, shall be the exclusive property of the Franchisor. Franchisee must promptly disclose the existence of any and all Inventions and Ideas to Franchisor. Franchisee and all guarantors of this Agreement hereby irrevocably assign to Franchisor, without compensation, all right, title and interest in such Inventions and Ideas, and agree that they will execute any and all instruments and do any and all acts necessary or desirable to establish and perfect the entire right, title and interest in such Inventions and Ideas. All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, must be promptly disclosed to Franchisor and will be deemed the exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation will be due to Franchisee or its owners or employees therefor. Franchisor may incorporate such items into the System at its discretion. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee hereby assigns ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor reasonably requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall, at Franchisor's expense, take all actions reasonably necessary to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not. Franchisor shall have the right to use and incorporate into the System for the benefit of other franchisees and Franchisor any modifications, ideas or improvements, in whole or in part, developed or discovered by Franchisee or Franchisee's employees or agents, without any liability or obligation to Franchisee or the developer thereof.

1.05.07 Franchisee shall maintain a current list of the names, home addresses, work addresses, e-mail addresses and telephone numbers of the customers, prospective customers, and past customers who have provided such information to the Franchised Business (the "Customer List"). Franchisee shall provide the Customer List to Franchisor automatically through the Technology System or immediately upon request. The Customer List shall be the property of

Franchisor. Franchisee shall not disclose such information to any person or entity other than Franchisor, or sell such list(s) or any portions thereof to any person or entity. Likewise, other data collected by Franchisee or Franchisee's Technology System (Customer Data, Customer List, and the other data collectively referred to herein as "Franchisee Data") is deemed to be owned exclusively by Franchisor, and Franchisee agrees to furnish the Franchisee Data to Franchisor at any time that Franchisor requests it. Franchisor hereby grants Franchisee a limited license to use Franchisee Data while this Agreement or a successor franchise agreement is in effect, but only in accordance with the policies that Franchisor establishes periodically and within applicable law. Franchisee shall not be due any compensation based upon Franchisor use of the Franchisee Data. Franchisee may not sell, transfer, or use Franchisee Data for any purpose other than marketing Shine products and services as directed by Franchisor.

1.05.08 Approved Technology System. Franchisor may designate the Technology System used in Franchisee's SHINE franchise, including the computer hardware, software, other equipment and enhancements (the "Technology System"). In such event, in connection with the approved Technology System, Franchisee agrees to the provisions set forth below. If Franchisee suspects or knows of a security breach, Franchisee must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at Franchisee's expense. Franchisee assumes all responsibility for providing all notices of beach or compromise and all duties to monitor credit histories and transactions concerning customers of the SHINE franchise, unless otherwise directed by the Franchisor.

Franchisee shall be solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and Franchisee waives any and all claims Franchisee may have against the Franchisor or its affiliates as the direct or indirect result of such disruptions, failures, or attacks.

Franchisee hereby releases and agrees to defend, hold the Franchisor and its affiliates, and Franchisor's respective officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature arising from, or in connection with, the installation, maintenance, or operation of the Technology System and its billing and payment processing.

1.05.09 Ownership of Information. All of the information Franchisor or its affiliates obtain from Franchisee or about the Franchisee's SHINE business, and all information in Franchisee's records or Franchisors records concerning the members of Franchisee's SHINE business (the "Information") and all revenues we derive from the Information will be our property. However, Franchisee may at any time during the term of this Agreement use in the operation of Franchisee's SHINE business (but for no other purpose), to the extent lawful and at Franchisee's sole risk and responsibility, any information that Franchisee acquires from third parties in operating Franchisee's SHINE business, such as customer data. The Information (except for information Franchisee provides to the Franchisor or its affiliates, including information provided by Franchisee's officers, directors, shareholders, partners or equity members of Franchisee entity) will become Franchisor property which Franchisor may use for any reason as Franchisor may deem necessary or appropriate in Franchisor's sole discretion. Franchisee hereby authorizes Franchisee's payment processors to release the information to the Franchisor at any time. Following termination or expiration of this Agreement, Franchisee will no longer use any of the Information, except to comply with Franchisee's post-termination obligations under this Agreement and Franchisee authorizes Franchisee's payment processor to release the Information exclusively to the Franchisor and/or Franchisor's designees.

1.06 Manual.

Franchisor agrees to loan to Franchisee during the term of this Agreement one or more operations manuals (the “Manual”), together with such updates and modifications as Franchisor may from time to time provide to Franchisee. Franchisor may make any changes or modifications in the Manual which in Franchisor's sole judgment are desirable. Franchisee agrees that if there should, at any time, be a discrepancy between the terms of Franchisee's copy of the Manual and the master copy maintained in Franchisor's headquarters, the terms of the master copy shall prevail. Franchisee agrees, at all times, to conform to the Manual in all respects including to obtain any equipment, fixtures, personnel or technology necessary to do so. The Manual is and shall at all times remain the sole and exclusive property of Franchisor and shall be returned to Franchisor upon expiration, termination or non-renewal of this Agreement for any reason. Franchisee agrees not to make the Manual available to or permit another to make any copies of the Manual or any portion thereof without Franchisor's prior written consent.

1.07 Variations in Standards.

Because complete and detailed uniformity under varying conditions may not be possible or practical, Franchisor specifically reserves the right, in its sole discretion and as it may deem in the best interests of Franchisee or the System, to vary standards within the Franchised Business or any other franchised business in the Shine chain (the “Chain”) based upon peculiarities of particular location or circumstances. This may include, but is not limited to, density of population and other demographic factors, size of a franchisee’s protected area, business practices or customs, or any other condition which Franchisor deems to be of importance to the operation of such franchised business or the Chain. Franchisee acknowledges that because of these factors and others, there may be variations from standard specifications and practices throughout the Chain and that Franchisee shall not be entitled to require Franchisor to grant like or similar variations or privileges to Franchisee.

1.08 Business and Customer Data.

In this Section “Customer Data” means Personal Information (as defined below), sales and payment history, and all other information about any person or entity the Franchised Business has serviced, wherever stored, including data regarding customers of businesses converted as a Franchised Business, and any other information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media account, billing and payment history, customer service requests, and any other Information as defined in applicable law. “Business Data” is defined as all financial reports, vendor and supplier pricing data, and all other data about the Franchised Business other than Customer Data. Franchisee acknowledges and agrees that:

We have the unrestricted and absolute right to independently access all Business Data, wherever maintained. Franchisor also has the right to require Franchisees to deliver Business Data to Franchisor immediately upon request. Franchisor has the right to use (and to authorize others to access and use) Business Data in its sole discretion to, among other uses: (i) verify sales, (ii) monitor progress of its franchisee, including compliance with Minimum Performance Requirements; (iii) prepare a financial performance representation for Franchisor’s Franchise Disclosure Document; and (iv) share vendor and supplier pricing data with its affiliates.

Franchisor owns and has the right to access all Customer Data, in whatever form existing, and wherever stores. Because Franchisor owns the Customer Data, including Personal information, we can share it with our affiliates, service providers, contracted third parties, or any other person, for any purpose including sale to third-parties, without notifying or compensating Franchisee, both during and after this Agreement This includes: for the performance of services by the Franchisor or its parents or affiliates, as well as for marketing and cross-selling products and services with any of the foregoing parties. Whenever we request, and without request, upon termination or expiration of this Agreement, Franchisee is required to promptly deliver to Franchisor all Customer Data in its possession or control, without retaining any of the Customer Data in any media. Franchisee may not sell or disclose to anyone else any Personal Information or aggregated or non-aggregated Customer Data without first obtaining Franchisor's written consent. In the event of an approved sale of the Franchised Business to a new owner who will continue to operate the Franchised Business under an agreement with Franchisor, Franchisee may not transfer the Customer Data to the new owner unless specifically authorized by us in writing. Franchisee agrees to install and maintain at its sole cost and expense the security measures and devices necessary to protect Customer Data from unauthorized access or disclosure, including (but not limited to) the minimum measures mandated by Franchisor.

Article 2 - Franchise Fees and Advertising

2.01 Initial Franchise Fee.

Franchisee agrees to pay Franchisor an initial franchise fee as set forth in the Summary Page attached hereto for the initial grant of the franchise and Franchisor's associated pre-opening obligations, which shall be paid upon execution of this Agreement. All Initial Franchise Fees paid to the Franchisor are fully earned upon receipt and are non-refundable under any circumstances. If Franchisee is purchasing multiple Protected Areas simultaneously with the execution of this Agreement, Franchisee shall sign a separate franchise agreement for each protected area. All Initial Franchise Fees paid to the Franchisor are fully earned and non-refundable upon receipt. The Initial Franchise Fee shall primarily compensate Franchisor for Franchisor's pre-opening obligations under this Agreement, which include, but are not limited to: assistance in site selection, establishment of vendor relationships, providing Franchisee with a copy of Franchisor's Manual, and other consulting and support associated with pre-opening expenses ("Pre-Opening Services"). The parties recognize the value of the Initial Franchise Fee approximates the market value of the Pre-Opening Services. Any subsequent protected areas purchased after execution of this Agreement shall be subject to our then-current and potentially higher initial franchise fee.

2.02 Royalty Fee.

In further consideration of the grant of the franchise and in consideration of Franchisor's ongoing services to Franchisee, Franchisee agrees to pay to Franchisor a continuing monthly royalty fee which is the greater of (a) Seven Percent (7%) of Franchisee's monthly Gross Revenues (the "**Royalty**"), provided that the total Royalty amount paid may not be less than $600 per month during the first 12 months of operation, or (b) $1,200 per month for month 13 through the remainder of the term. ("**Minimum Royalty**"). In the event Franchisee fails to meet the Minimum Royalty requirements therein, Franchisee shall pay the balance due to Franchisor within 30 days of receipt of notice of such shortfall ("**Royalty Shortfall Amount**"). The monthly Royalty is due and payable in one (1) installment on or before the twenty-ninth (29th) day of each month during the Term or such other date as may be determined by Franchisor with sixty (60) days' advanced written notice to Franchisee ("**Due Date**"). The Royalty Shortfall Amount due, if any, is payable in one (1) installment upon receipt of Franchisor's written notice.

2.03 Technology Fee.

The parties acknowledge and agree that the technological environment is rapidly changing and that it is difficult to anticipate the cost of developing, acquiring, implementing, and licensing internet and communications technologies that may benefit franchisees of the System. On each Due Date, Franchisee will be required to pay Franchisor's then-current monthly Technology Fee, currently $750 per month ("Technology Fee"). Franchisor reserves the right to unilaterally add, remove, or modify for technology services provided to Franchisee, including but not limited to: CRM software, digital Manuals, human resources management software, and communication platforms. Franchisor reserves the right to add or remove requirements for Franchisees to use certain technologies, at Franchisor's sole discretion. Franchisor may, in Franchisor's sole discretion, upon at least sixty (60) days' prior written notice to Franchisee, increase Franchisee's Technology Fee, provided Franchisee's Technology Fee shall be no greater than $750 per month. The Technology Fee currently includes: a local webpage; up to three (3) SHINE® email addresses ("Shine Email Addresses") (Franchisor may charge an additional $30 per month for each additional Shine Email Address that it provides to Franchisee); a designated phone number; 1 license to required CRM software (Franchisor may charge an additional $150 per month licensing fee for each additional CRM licenses provided to Franchisee) unless Franchisor instructs Franchisee to pay an Approved Supplier for the CRM software; and access to LMS (if implemented) and Franchisor's other online materials & platforms. If Franchisor implements a separate fee or designates an Approved Supplier, the Franchisor will provide a 30-day notice, upon which the Franchisee is obligated to make additional payments to the Franchisor or the third-party supplier.

2.04 Reserved

2.05 National Advertising Fee.

2.05.01 Franchisor has established and administers a System-wide brand development, advertising, and marketing fee to facilitate regional and national advertising and marketing efforts of which the Franchisee must contribute a certain amount ("National Advertising Fee"). Currently, Franchisee is required to pay two Percent (2%) of its monthly Gross Revenues as its National Advertising Fee on each Due Date. Franchisor may, in Franchisor's sole discretion, upon at least sixty (60) days' written notice to Franchisee, increase Franchisee's National Advertising Fee to a maximum of three percent (3%) of Gross Revenues per month. Franchisor is not required to spend any specific amount in the Franchisee's Protected Area.

2.05.02 Franchisee acknowledges and agrees that contributions to the National Advertising Fee are intended to increase recognition of the Marks and to further the public image and acceptance of the System. Franchisor does not undertake any obligation to ensure that expenditures of the National Advertising Fees are in or affecting any specific geographic area, are proportionate or equivalent to the National Advertising Fees paid by Shine businesses operating in such geographic area, or that any specific Franchisee or the Franchised Business will benefit directly or in proportion to its payment of the National Advertising Fee. Neither Franchisor nor any of its respective officers, directors, agents or employees, shall be liable to Franchisee with respect to the maintenance, direction or administration of the National Advertising Fees, including without limitation, with respect to contributions, expenditures, investments or borrowing, except for acts constituting willful misconduct.

2.05.03 The National Advertising Fee shall be used exclusively to meet all costs of maintaining, administering, or directing, and preparing promotional and/or advertising activities. Franchisor has the sole discretion to determine how and where the National Advertising Fee contributions are spent to promote, enhance, or further the growth of the System, including, without limitation, for promotional marketing and advertising expenses, hiring marketing, public relations and advertising agencies and in-house personnel to assist in developing the Shine brand name and average unit volumes, as well as expenses associated with listings on the Internet, travel expenses in connection with promotions and marketing meetings, training, development of trademarks and trademarked materials, production of circulars, media, advertisements, coupons, online content, and promotional materials (including point of purchase materials) and for any other use that Franchisor determines. A brief statement regarding the availability of information regarding the purchase of Shine franchises may be included in advertising and other items produced using the National Advertising Fee; Franchisor is not prohibited from using National Advertising Fee monies to support franchise sales efforts so long as it is not the principal use.

2.05.04 Sums paid by Franchisee into the National Advertising Fee shall not be used to defray any of Franchisor's expenses, except for such reasonable administrative costs, personnel costs, and overhead, if any, that Franchisor may incur in activities reasonably related to the administration or direction of the expenditure of the National Advertising Fees, and promotion and advertising programs for franchisees and the System, including, among other things, the cost of personnel for creating and implementing advertising, promotional, and marketing programs.

2.05.05 National Advertising Fees are not required to be expended for promotional and/or advertising purposes during the taxable year in which the contributions and earnings are received, and may be accumulated, reserved, or spent at any time Franchisor deems appropriate.

2.05.06 Franchisor will not be required to separately account to Franchisee for the activities conducted using overhead or administration portion or allocation of the National Advertising Fees, although Franchisor may elect to do so at its sole discretion.

2.05.07 The National Advertising Fee is not a trust or an escrow, nor is it an advertising fund. Franchisor shall have no fiduciary duty to Franchisee in connection with the collection, administration, or use of the National Advertising Fee monies or any aspect of the expenditure of National Advertising Fees.

2.05.08 Franchisor will, from time to time expend its own funds to produce such promotional materials and conduct such advertising as it deems necessary or desirable. In any advertising conducted solely by or for the Franchisor, Franchisor shall have sole discretion to determine the products and geographical markets to be included, and the medium employed and Franchisor shall not have any duty or obligation to supply Franchisee with any advertising or promotional materials produced by or for the Franchisor at its sole expense. Franchisor disclaims and Franchisee hereby acknowledges that Franchisee has not received or relied upon any warranty regarding the success of any advertising and/or promotional plans or materials recommended by Franchisor for use by Franchisee. Further, Franchisee acknowledges and agrees that all advertising and promotional plans and materials created in whole or in part by Franchisor are and remain the exclusive property of Franchisor.

2.05.09 Shine Advisory Council. The Franchisor currently sponsors the Shine Advisory Council. The council which currently consists of franchisee members that advises us on advertising policies. The advisory council does not have decision-making power; it is advisory only. The Franchisor has the right to form, change or dissolve any advisory council as well as to increase or decrease the number of participants involved.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISOR WILL HAVE NO LIABILITY TO FRANCHISEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE NATIONAL ADVERTISING FEE OR ANY NATIONAL ADVERTISING FEE PROGRAMS OR FRANCHISOR'S MODIFICATION OR DISCONTINUANCE FOR ANY REASON OF THE NATIONAL ADVERTISING FEE OR ANY ADVERTISING PROGRAMS, OR FRANCHISEE'S PARTICIPATION THEREIN.

2.06 Method of Payment.

On each Due Date, Franchisee must pay Franchisor the fees set forth above, as well as any other amounts due to Franchisor under this Agreement or any other agreement between Franchisor and Franchisee. Franchisor may unilaterally transfer these amounts due from the Franchisee's bank operating account ("**Account**"). Franchisee's sales report, in the form designated by Franchisor, shall be submitted to Franchisor on or before the fifth (5th) day of each month during the Term or such other date determined by Franchisor with sixty (60) days' advanced written notice to Franchisee. If a transfer from Franchisee's Account is refused, for any reason, an administrative fee of Fifty Dollars ($50) will be assessed, as well as reimbursement to Franchisor of any fee its bank charges for uncollected deposit funds. If Franchisee has not reported Gross Revenue to Franchisor for any fiscal period, Franchisor will transfer from the Account an amount calculated in accordance with its estimate of the Gross Revenue during that fiscal period. If, at any time, Franchisor determines that Franchisee has underreported its Gross Revenue, or underpaid the royalty fee or other amounts due to Franchisor under this Agreement, or any other agreement, Franchisor shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest and any applicable penalties as provided for in this Agreement. Any overpayment will be credited to the Account effective as of the first reporting date after Franchisor and Franchisee determine that such credit is due. Alternatively, Franchisor shall have the right in lieu of the royalty report submission procedure outlined above to obtain Gross Revenue data derived directly from electronic communication with any point of sale or customer relationship management system established by Franchisee.

Franchisor may, but is not obligated to, require Franchisee to remit payment of the Royalty Fee and any other fees by electronic funds transfer ("EFT"). In connection with payment of the royalty fee by EFT, Franchisee shall: (1) strictly comply with procedures specified by Franchisor in the Manuals; (2) perform those acts and sign and deliver those documents as may be necessary to accomplish payment by EFT as described in this Paragraph; (3) give Franchisor an irrevocable authorization in the form designated by Franchisor to initiate debit entries and/or credit correction entries to the Account for payments of the royalty fee and other amounts payable under this Agreement, including any interest charges; and (4) make sufficient funds available in the Account for withdrawal by EFT no later than the Due Date for payment thereof; and (5) maintain a single bank account to make all payments required by this Agreement. Franchisee must advise Franchisor at least fifteen (15) business days prior to any change in Franchisee's bank account or financial institution; no such change will be permitted without the prior written authorization of Franchisor. To ensure the orderly electronic transfer of the royalties and all other fees as outlined in this Paragraph, Franchisee will enter into and maintain a banking agreement with the financial institution which will be responsible for the transfer and payment of the fees owed by Franchisee to Franchisor, and a copy of that agreement will be submitted to Franchisor prior to the effective date of this Agreement. Franchisee shall not under any circumstances withhold any payments required to be made under this Agreement on any grounds, including any allegations of Franchisor's non-performance.

Failure by Franchisee to have sufficient funds in the Account shall constitute a default of this Agreement and may subject this Agreement to termination for cause as hereinafter set forth. Franchisor shall not be entitled to set off, deduct or otherwise withhold any royalty fees, advertising contributions, interest charges or any other monies payable by the Franchisee under this Agreement on grounds of any alleged non-performance by Franchisor of any of its obligations or for any other reason. If Franchisee is delinquent in the payment of any obligation to Franchisor, its subsidiaries, affiliates or designees, then Franchisor (or such subsidiaries, affiliates or designees), will have the right to apply any payment from Franchisee to any obligation due, including the oldest obligation due, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to such application.

At Franchisor's discretion, Franchisor may also deduct Franchisee's Royalty Fee or other fees directly from customer payments to the extent such payments are made through Franchisor's website before remitting any such payment to Franchisee.

If Franchisee fails to pay the full amount of the Royalty Fee or other fees when due or Franchisee has insufficient funds to cover the electronic transfer when initiated by Franchisor, Franchisee shall pay interest on the amount due and unpaid at an interest rate equal to the lower of eighteen (18%) or the maximum interest rate allowed by law.

2.07 Management Assistance.

In the event Franchisee requests Franchisor to provide extraordinary management or support services at Franchisee's location or in Franchisee's Protected Area, Franchisee shall incur a fee for such extraordinary services in an amount determined by Franchisor. All such extraordinary services shall be arranged as provided in the Manual.

2.08 Gross Revenues.

The term "Gross Revenues" shall mean means the total of all revenue and income from any source derived from the operation of the Franchised Business, including the full price of all goods and services sold (whether for cash, check, credit/debit, or credit) from or relating to the Franchised Business, whether or not you have received cash or other consideration. Gross Revenues does not include sales taxes or gift card redemptions. Gross Revenues includes payments received from gift cards and certificates at the time of sale of the gift cards or certificates. Gross Revenues are calculated on an accrual basis at the time Franchisee sells the goods or services, without regard to when the Franchisee receives or expects to receive cash or other consideration, therefore. Gross Revenues also includes the full retail value of all barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided by the any vendor, supplier or customer will be valued at the full retail value bartered in exchange for the good or services provided to you. Gross Revenues also includes the proceeds of any business interruption insurance paid to you. Chargebacks are not deducted from Gross Revenues. Gross Revenue also includes any payments you receive from vendors including, but not limited to, rebates, commissions, and marketing allowances.

2.09 Local Cooperative Marketing.

Franchisee agrees that Franchisor shall have the right, in its sole discretion, to designate from time to time a geographical area in which the Franchised Business is located for the purpose of establishing an advertising cooperative (the "Cooperative"). If a Cooperative has been established applicable to the Franchised Business at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Cooperative. If a Cooperative applicable to the Franchised Business is established at any later time during the Term, Franchisee shall become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. In no event shall the Franchised Business be required to contribute to more than one Cooperative. The following provisions shall apply to each Cooperative:

(i) Each Cooperative shall be organized and governed in a form and manner, and shall commence operation on a date, approved in advance by Franchisor in writing.

(ii) Each Cooperative shall be organized for the purposes of producing and conducting general advertising programs and activities for use in and around the applicable geographic area and developing standardized promotional materials for use by the members as directed or approved by Franchisor.

(iii) Franchisor and its affiliates shall make contributions to each Cooperative of which they are a member on the same basis as required of comparable franchisees within the System.

(iv) No advertising programs or materials may be used by the Cooperative or furnished to its members, and no advertising or promotional activities may be conducted by the Cooperative, without the prior written approval of Franchisor. All such programs, materials and planned activities shall be submitted to Franchisor for approval in accordance with the procedure set forth in Article 2. Franchisor's decision to withhold approval shall be final.

(v) Subject to the provisions of Article 2, each cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as are determined by the governing body of the Cooperative up to 4% of Gross Revenues. The National Advertising Fee and contribution to Cooperative may not cumulatively exceed 6% of monthly Gross Revenues. Franchisee acknowledges that these contributions are in addition to any local advertising requirements.

(vi) Franchisee shall make its contributions to the Cooperative on the date and in the manner designated by the Cooperative. Franchisee shall also submit such statements and reports as may be designed from time to time by the Cooperative. The Cooperative shall submit to Franchisor such statements and reports as Franchisor may designate from time to time. Failure to pay Cooperative contributions shall constitute a material breach of this Agreement.

(vii)Notwithstanding the foregoing, Franchisor, in its sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant to any franchisee an exemption from the requirement of membership in a Cooperative. Such an exemption may be for any length of time and may apply to one or more franchised businesses owned by such franchisee. If an exemption is granted to a franchisee, such franchisee may be required to expend on local advertising the full amount that would otherwise be payable to the Cooperative. Franchisor, in its sole discretion, may also exempt one or more franchised businesses owned or controlled by Franchisor or its affiliate from the requirement of membership in a Cooperative for such periods as Franchisor deems appropriate.

(viii) The Cooperative is not a trust fund, escrow, or fiduciary account.. Franchisor shall have no fiduciary duty to Franchisee in connection with the collection or use of the Cooperative monies or any aspect of the operation of any Cooperative.

2.10 Local Advertising Spend.

Franchisee agrees to spend on local marketing a minimum of $2,100 per month which includes the required $500 per month on Pay-Per Click digital adverting (the "Local Marketing Requirement"). Franchisee expressly acknowledges and agrees that the Franchisor reserves the right to increase this amount to $5,000 per month with a 60 day written notice to the Franchisee.

All spending on the Local Marketing Requirement must be done in accordance with the standards and in the manner Franchisor sets forth in the Manual. Franchisee shall submit documented verification of its local marketing expenditures at such time and in such form as may be requested by Franchisor from time to time. In the event that Franchisee fails to meet the Local Marketing Requirement and/or fails to provide Franchisor with verification thereof, Franchisee shall pay to Franchisor its Local Marketing Requirement, less the amount Franchisee actually paid for local advertising, which shall be utilized as part of Franchisor's National Advertising Fee program. This contribution is in addition to Franchisee's National Advertising Fee program and shall not be a credit against its existing obligation to pay the National Advertising Fee. Franchisor anticipates that Franchisee will utilize such groups as Business Network International (BNI), your local Chamber of Commerce and various networking groups to market the Shine franchised business.

2.11 Advertising Limitations.

2.11.01 Prior to their use by the Cooperative or by Franchisee, samples of all advertising and promotional materials not prepared or not previously approved by Franchisor within the 90-day period preceding their intended use shall be submitted to Franchisor for approval. If disapproval is not received within twenty (20) days from the date of receipt by Franchisor of such materials, Franchisor shall be deemed to have given the required approval; provided, however, that Franchisor may revoke such deemed approval at any time. Neither the Cooperative nor Franchisee shall use any advertising or promotional materials that Franchisor may at any time disapprove, regardless of whether any such items had been previously approved by Franchisor. Neither the Cooperative nor Franchisee shall cease using any advertising or promotional materials that Franchisor may at any time disapprove, regardless of whether any such items had been previously approved by Franchisor. If Franchisee violates this paragraph more than two (2) times in any twelve (12) month period, Franchisor may, in addition to all other remedies available pursuant to this Agreement, require Franchisee to obtain prior written approval of copy and marketing technique for all or certain categories of marketing.

2.11.02 Franchisor shall be the sole and exclusive owner of all materials and rights which result from advertising and marketing programs produced and conducted, whether by Franchisee, Franchisor, the Cooperative or the National Advertising Fee. Any participation by Franchisee in any advertising, whether by monetary contribution or otherwise, shall not vest Franchisee with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including, copyrights, generated by such advertising. If requested by Franchisor, Franchisee hereby irrevocably assign to Franchisor any contractual rights or copyright it acquires in any advertising without further compensation.

2.12 Computer/CRM System

Franchisee, at its expense, shall purchase or lease and thereafter maintain such computer/ CRM hardware and software, broadband high-speed internet service, active e-mail account, required dedicated telephone and power lines, modem(s) printer(s), and other computer-related accessories or peripheral equipment as Franchisor specifies, for the purpose of, among other functions, recording sales and other record keeping and central functions. Franchisor has the right to require Franchisee to connect to its computer system. Franchisee shall provide such assistance as may be required to connect its computer/CRM system with Franchisor's computer system. Franchisor shall thereafter have the unrestricted right from time to time and at any time to retrieve and use for any purpose such data and information from Franchisee's computer/ CRM system as Franchisor, in its sole and exclusive discretion, deems necessary or desirable. In view of the contemplated interconnection of computer/CRM systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Franchisor's standards and specifications for all item(s) associated with Franchisee's computer/ CRM systems. To the extent Franchisee does not use Franchisor's proprietary CRM software, Franchisor shall have access to Franchisee's CRM software and Franchisee is required to provide and maintain current login information to Franchisor.

2.12.01 The computer system and/or CRM for your Franchised Business will be dedicated exclusively for the operation of your SHINE business and used for no other purpose.

2.12.02 All sales and every customer interaction must be processed through the approved CRM systems and reported as gross revenue and no other supplemental or secondary CRM system may be used.

2.13 Accounting Services/Payroll

In the course and operation of its business, Franchisee shall require the assistance of business and financial services for the preparation of income tax returns, financial statements, budgets, and other financial information and for payroll services. Franchisee shall use the financial service vendors Franchisor may designate from time to time in Franchisor's Manuals and shall pay all fees charged by such designated financial service vendors. Currently Franchisor requires the Franchisee to utilize Bookkeeping Express (BKE) as the only approved bookkeeper for the first 12 months the Franchisee is in operation. The Franchisee may continue to use BKE after the initial 12 months has elapsed, but there is no on-going requirement to do so at this time. Franchisor reserves the right to extend this requirement or designate new mandatory vendors at any time.

2.14 Inflation Adjustments.

Franchisor may periodically adjust all fees (including minimum fees and fee caps) expressed as a fixed dollar amount based on changes to the U.S. Consumer Price Index (CPI). Franchisor may periodically review and increase these fees up to the increase in the CPI, but only if the then-current CPI ("Current CPI") is more than 5% higher than the corresponding CPI in effect on: (a) the Effective Date of this Agreement (for the initial fee adjustment); or (b) the date Franchisor implemented the last fee adjustment (for subsequent fee adjustments) ("Baseline CPI"). The adjusted fee is calculated by multiplying the current fee by the sum of one (1) plus a fraction: (a) the numerator of which is Current CPI minus Baseline CPI; and (b) the denominator of which is Baseline CPI. Franchisor may utilize any CPI index series published by the U.S. Department of Labor or any comparable governmental authority that Franchisor deems appropriate. Franchisor will notify Franchisee of any CPI adjustment at least 60 days before it becomes effective. Franchisor may implement no more than one (1) fee adjustment during any five (5) year period. If Franchisor declines to exercise its right to increase fees in a given five (5) year period despite a 5% or greater CPI increase, that potential fee increase will accumulate and may be carried forward and applied to a subsequent fee adjustment. Franchisor may also adjust the amount of the minimum Gross Revenues set forth in Section 13.03(xii) (e.g., the minimum Gross Revenues Franchisee must generate) at the same time, and in the same manner, as Franchisor adjusts fees in accordance with this Section.

2.15 No Offset or Retention of Funds.

Franchisee may not offset or withhold payments owed to Franchisor for amounts purportedly due to Franchisee as a result of any dispute of any nature or otherwise, but will pay such amounts to Franchisor and only thereafter seek reimbursement.

2.16 Default Fee

If you are in default under this Agreement, at our discretion, and without waiver of any of our rights under this Agreement, we may impose a fee ("Default Fee") in an amount up to $1,500 per event of default, plus the cost of re-inspections and the cost of enforcing compliance including reasonable attorney's fees. You must pay the Default Fee within 3 days of our demand.

2.17 Independent Access

Franchisee agrees to grant the Franchisor or any of its agents, affiliates, accounting firm, an independent access to the Franchised Business data. Franchisee shall provide the Franchisor with automatic and real-time login information and access to any data generated by the CRM or Accounting software as it relates to the Franchised Business.

Article 3 - Reports and Audits

3.01 Records and Reports.

Franchisee shall at all times maintain true and accurate business records in the manner specified by Franchisor. All financial records and books kept for the Franchised Business shall be reconciled on a monthly basis. Franchisee shall, on a monthly basis or at such other intervals as specified by Franchisor, provide Franchisor with such report(s), in the form(s) specified by Franchisor, as Franchisor may require, and at such times as Franchisor may require, including, but not limited to, profit and loss statements through QuickBooks Online or such other accounting software as Franchisor requires, reports of business expenses and overhead, customer information, copies of detailed purchase invoices, number and type of transactions, identity of vendors, the amount of marketing expenditures, detailed records of marketing expenditures, copies of inspection reports, and weekly or monthly sales summary. Franchisor shall have the right to levy a fine in an amount up to Three Hundred Dollars ($300) per occurrence any time Franchisee fails to provide Franchisor with the reports Franchisor requires in accordance with this Article by the date(s) Franchisor specifies in its Manual. By submitting any reports to Franchisor, Franchisee is certifying that they are true and correct. Within ninety (90) days following the end of each calendar year, Franchisee shall provide Franchisor with a copy of Franchisee's balance sheet and an income and expense statement for the preceding year. At the time they are filed, Franchisee shall provide Franchisor with copies of Franchisee's federal income tax return(s) and state and local excise tax returns, if applicable, together with all exhibits and schedules thereto and all amendments thereafter. Franchisor is authorized to rely upon such reports and financial documents and to disclose such documents to governmental authorities as and if properly requested. Franchisor may use data from the reports and financial documents in composite or statistical form for any purpose in Franchisor's sole discretion. Franchisor is authorized to obtain or verify the information and reports described herein by electronic means from Franchisee's computer(s), at any time, without prior notice, at Franchisor's sole election. Franchisee shall retain all business records for at least five (5) years or such longer period of time as may be required by applicable law. Franchisee agrees at all times to use the chart of accounts and accounting procedures established from time to time by Franchisor.

3.02 Failure to Report.

If Franchisee fails, for any reason, to timely deliver to Franchisor any required report with all required information, Franchisor is authorized, without further notice, to assess Royalties and National Advertising Fees for each relevant month and effect an electronic funds or other transfer of such funds calculated as the greater of (a) Franchisee’s average monthly Royalties and National Advertising Fees over the prior twelve (12) months or (b) the average monthly Royalties and National Advertising Fees of all similar Franchisees within Franchisee’s region as defined by Franchisor. Franchisee hereby authorizes Franchisee’s bank to make such transfers upon Franchisor’s request. No action taken under this paragraph shall constitute a cure of any breach by Franchisee, an election of remedies by Franchisor or act, in any way, to limit Franchisee’s liability to pay fees under this Agreement.

3.03 Audits and Inspections.

Franchisor shall have the right, at any time, to enter the Premises (either physically or electronically) for purposes of auditing the accuracy of reports submitted and to otherwise verify compliance with the terms and conditions of this Agreement. Franchisor has the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, accessories, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Business in accordance with the quality control provisions and performance standards established by Franchisor. Should any audit or inspection reveal that Franchisee has underreported the amount of Gross Revenues, Franchisee shall immediately pay to Franchisor the additional amount of royalties and other fees payable on account of the underreporting, plus interest thereon at the rate of one and one-half percent per month, but not more than the maximum interest allowed by applicable law.

If an audit or inspection reveals that Franchisee has underreported Gross Revenues by three (3%) percent or more for any month, then Franchisee shall pay 1.5% per month interest on amount of underpayment plus, immediately pay, the cost of the audit, enforcement costs, and costs of re-audit or re-inspection. In all other cases, Franchisor shall bear the entire cost of the audit or inspection, including incidental costs. Should Franchisee at any time cause an audit to be made of Franchisee's Franchised Business, Franchisee shall cause a copy of the report of said audit to be delivered to Franchisor without any cost or expense to Franchisor. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of your SHINE franchise as we consider necessary or appropriate to ensure compliance with the then-current quality standards of the System and to protect the goodwill and image of the System. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other items to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business and to interview and survey (whether in person or by mail) clients and employees and to photograph or videotape the operations. You expressly agree that these visits will not imply that you are in compliance with your obligations under this Agreement or under the law or that we waive our right to require strict compliance with your obligations under this Agreement or the Manual. Furthermore, such visits will not create any responsibility or liability on our part. If you request that we make additional visits to your SHINE franchise, you will pay the fees we establish for such visits. Franchisee will also allow us to visit your SHINE franchise with prospective franchisees during your business hours.

3.03.01 Franchisor may also contact suppliers and obtain information about Franchisee purchases and the status of Franchisee account(s). Franchisee hereby irrevocably authorizes its suppliers to release all such information to Franchisor. Upon termination or expiration, Franchisor can stop access to our proprietary products from any supplier or distributor.

3.04 Contact with Others.

Franchisor shall have the right, in Franchisor's sole discretion and without further notice to Franchisee or to any other person or entity, to contact any of Franchisee's customers, landlord, accountant, vendors, or other persons within Franchisee's Protected Area or otherwise for the purpose of verifying the accuracy of any information submitted by Franchisee, for quality assurance, for marketing purposes, or for any other purpose not inconsistent with this Agreement.

Article 4 - Training

4.01 Initial Training.

4.01.01 Franchisor shall admit Franchisee and all its attendees to its initial training program. If the Franchisee's owner is the designated manager ("Manager") (defined below), then Franchisee's owner and one other employee (preferably a technician) is admitted to the training program. If Franchisee's owner is not a Manager, then the Franchisee's owner, the Manager, and one other employee is required to attend the initial training program. Franchisee shall be responsible for all salaries, compensation, benefits, and living and travel expenses of trainees. After the initial training, Franchisor will be available for such reasonable consultation, as Franchisor deems appropriate. Franchisor reserves to itself the exclusive right to determine whether Franchisee and other trainees have satisfactorily completed the training program. If

Franchisee and Franchisee's designated Manager, if applicable, do not satisfactorily complete the initial training program to Franchisor's absolute satisfaction, Franchisor may terminate this Agreement. Franchisee acknowledges that such failure to satisfactorily complete the initial training program is grounds for termination of this Agreement. Franchisee agrees to pay Franchisor's current fee for its initial training, as specified in the Summary Page which is fully earned and non-refundable upon payment.

4.02 Additional Training.

At all times, Franchisee or Franchisee's manager in charge of operating the Franchised Business ("Manager") shall be an individual who has successfully completed Franchisor's Manager training program and who otherwise meets Franchisor's Manager criteria. If the Manager is not the Franchisee's principal, then the Manager must attend and successfully complete Franchisor's initial training program and all additional training that Franchisor requires, to Franchisor's satisfaction. The Manager shall devote his or her full-time and best efforts to the Franchised Business' operations, and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment. Franchisor shall have approved the Manager as meeting its then-current qualifications for such position. If the Manager ceases to serve in, or no longer qualifies for, such position, you shall designate another qualified person to serve as your Manager within 60 days after the date the prior Manager ceases to serve or no longer qualifies to serve. Any proposed replacement Manager must successfully complete the initial training program and such other training required by Franchisor, and be approved by Franchisor, before assuming his or her position as Manager and, in no event, no later than 90 days after the previous Manager ceased to serve in such position. There shall be an estimated charge of $500 per person per week of training plus travel expenses to the Franchisor's headquarters for the Manager training. In all cases, Franchisee shall be solely responsible for any salaries, compensation, benefits, living, and travel expenses of trainees.

4.03 Employee Training.

Should any employee, prospective employee or independent contractor of Franchisee perform work which in Franchisor's judgment requires additional training, skills or knowledge, such employee shall take part in such training and instruction as shall be directed by Franchisor. Franchisee shall be solely responsible for all wages, travel and living expenses, and all other costs incurred by Franchisee and Franchisee's employees in connection with any training or instruction provided by Franchisor, which such amount shall be set forth by Franchisor, plus expenses, including reimbursement for mileage at the then-current IRS reimbursement rate. Franchisee shall also, at its own expense, conduct at the Franchised Business such training and instruction, using such materials, equipment and supplies, as Franchisor may require from time to time. It will be solely Franchisee's responsibility to ensure that all new employees and current employees are trained to perform their duties in a proper manner strictly in accordance with the System at the Franchised Business and Franchisee shall implement and maintain an employee training program, at Franchisee's expense, pursuant to all specifications, standards and procedures prescribed by Franchisor. Franchisee shall ensure that all employees have all necessary certifications and credentials as required by applicable state laws and licensing regulations, and that all employees must satisfy all continuing educational training requirements as may be specified by applicable laws and regulations. In the event that Franchisee is unable to, or fails to provide the employee training required by this Article, Franchisor may, at Franchisee's expense, provide the training to Franchisee's employees. Training by the Franchisor will be at reasonable times and subject to availability of Franchisor's representatives. In the event that Franchisor provides training to Franchisee's employees upon Franchisee's request, Franchisee hereby releases, indemnifies and holds harmless Franchisor and its affiliates, agents and employees from all claims, causes of action, expenses, costs, debts, fees, liabilities and damages of every kind arising out of or related to the training and/or the continuing education of Franchisee's employees as set forth herein.

4.04 Reserved.

4.05 Training Materials.

Franchisor may, from time to time, provide or make available to Franchisee training materials and equipment for providing training for Franchisee's manager(s) and employees. Franchisor may charge a reasonable fee for such materials and equipment. Franchisee agrees that all such materials are Trade Secrets and the exclusive property of Franchisor pursuant to this Agreement. Franchisee agrees to require all of its managers and employees, as applicable, to successfully complete any such training program(s) if Franchisor designates them as mandatory.

4.06 No Warranty of Success.

Franchisor's determination that Franchisee or Franchisee's employee(s) have successfully completed any training shall not be a warranty or representation that the person can or will successfully operate the Franchised Business or any aspect thereof. Franchisee assumes all risk associated with the competence and performance of its trainees.

4.07 On-Site Training Cancellation Fees.

If Franchisor or its representative is schedule to conduct an on-site training program, or scheduled for a visit at the Franchisee's location for training or other reasons, or if the Franchisee register for a training program and Franchisee subsequently cancels, fails to attend, fails to have the appropriate parties attend, or fails to stay for the entire training program, then Franchisee shall pay the Franchisor their then-current on-site training cancellation fee, which is currently $1,000 or our actual fees, whichever is higher (the "On-Site Training Cancellation Fee"). The On-Site Training Cancellation Fee may vary depending upon the type of schedule training program and how far in advance Franchisee notifies the Franchisor in writing of the cancellation and the cost and expense incurred in rescheduling the Franchisor's travel arrangements. Franchisee shall also reimburse Franchisor for all non-refundable travel and administrative costs incurred.

4.08 Nature and Assistance of Training

Franchisee agrees that Franchisor is not obligated to provide any training or assistance to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge, and judgment. Franchisee also acknowledges that Franchisor is not obligated to provide any services to Franchisee that are not set forth in this Agreement. If Franchisee believes the Franchisor has failed to adequately provide any pre-opening services to the Franchisee or to its employees, whether with respect to site selection, selection and purchase of equipment and supplies, training, or any other matter affecting the establishment of Franchisee's SHINE business, Franchisee must immediately notify the Franchisor in writing within thirty (30) days following the opening of Franchisee's SHINE business or the Franchisee will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by the Franchisor were sufficient and satisfactory in Franchisee's judgment, and complied with all representations made to the Franchisee.

4.09 Delegation of Performance

Franchisee agrees that Franchisor has the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we contract to perform these obligations.

4.10 Conference Fee

While Franchisor is not obligated, from time to time, Franchisor may offer conferences and other training courses relating to the industry and to the conduct of the Shine System. You shall send at least one representative from your Franchised Business to our annual National Convention and any other trainings as we require. These courses may be conducted by Franchisor's employees and/or by other trainers and will address various aspects of our business and other topics of interest to you or to the Franchisor at Franchisor's sole and absolute discretion. You specifically acknowledge and agree that the Franchisor has the right to charge you a Conference Fee, currently $1,000 per person, whether or not the attendee actually attends the conference, convention, or training courses. Beginning with the Effective Date of the Agreement, you shall pay $85 per month until such time as the conference fee is paid in full; we anticipate this to be paid in full at least 4 months prior to the conference. Franchisee shall pay remaining balance due (i.e difference between the monthly amount paid towards the Conference Fee and actual fee charged by the Franchisor), no later than 4 months prior to the conference. This fee will be billed and collected in the same manner as the Royalty Fee upon thirty-day notice to you or any other time Franchisor deems appropriate prior to the conference through EFT and is non-refundable under any circumstances. Additionally, you will be responsible for all transportation, lodging, food, and other costs incurred by your manager in attending such conference. Failure to attend the conference shall be a material default of this Agreement and subject to default and termination rights of the Franchisor.

4.10.01 Additional attendees are welcome and will be billed at $500 per person. Each attendee will be responsible for all transportation, lodging, food, and other costs incurred by your manager in attending such conference

4.11 Required Training

If Franchisor deems it necessary or requires additional training for all franchisees, or specifically for you in operation of your Franchised Business, you must attend such required training and pay Franchisor the required training fee and are solely responsible for all costs associated with attending such training. This fee is payable by you even if you fail to attend required training. This fee will be billed and collected with the Royalty Fee on the next due date of the Royalty Fee. Currently the fee is $1,000 per person per day. Additionally, you will be responsible for all transportation, lodging, food, and other costs incurred by your manager in attending such training

Article 5 - Trade Secrets and Confidentiality

5.01 Trade Secrets.

During the course of this Agreement, Franchisee will have access to trade secrets and proprietary information that are the property of the Franchisor. "Trade Secrets" include, but are not limited to, the System, the Manual, methods, customer lists and related information, vendor and pricing lists, policies, the Training, and other programs, and techniques as they may be developed by Franchisor from time to time. Franchisee acknowledges that the Trade Secrets derive independent economic value from not being generally known to, all information obtained on Shine University, and information not readily ascertainable by ordinary means, or by other persons who could obtain economic value from their disclosure or use. Franchisee agrees to not disclose or in any way make available to any unauthorized person(s) any Trade Secret(s) or any information regarding any Trade Secret(s) or any proprietary information made available to Franchisee by Franchisor. Franchisee agrees that Franchisor shall have sole discretion in determining what items or information are Trade Secrets and that any items or information designated as Trade Secrets by Franchisor in the Manual or otherwise in writing shall be treated as Trade Secrets under this Agreement whether or not such items or information would be trade secrets under any other applicable legal or other definition(s), including any applicable statutes or common law.

5.02 Confidentiality.

Franchisee shall hold all Trade Secrets in complete confidence. Franchisee and its owners shall use Trade Secrets only in connection with the operation of the Franchised Business and shall divulge Trade Secrets only to its employees and only on a need-to-know basis. Franchisee and each Owner further agree that you will not at any time, during the term of this Agreement or after expiration or earlier termination of this Agreement: (1) divulge any Trade Secrets to anyone, except to other franchisees, its employees having a need to know, and its professional advisors having a need to know; (2) divulge or use any Trade Secrets for the benefit of itself, its owners, or any third party (including any person, business entity, or enterprise of any type or nature), except in the operation of the Franchised Business, and then only in strict compliance with the Manual; or (3) directly or indirectly imitate, duplicate, or "reverse engineer" any of the Trade Secrets, or aid any third party in such actions. Franchisee will not disclose any Trade Secrets whatsoever to any person(s) not employed by or under contract with Franchisee. Franchisee will disclose Trade Secrets only to those employees and agents of Franchisee with a legitimate need to know, each of whom Franchisee warrants will be subject to this Article. Franchisee shall cause every Manager and every employee who has access to Trade Secrets to sign a Confidentiality and Nondisclosure Agreement in a form that Franchisor unilaterally requires. Franchisee shall be strictly liable for any unauthorized disclosure by its employees or agents.

5.03 Intentionally Omitted.

Article 6 - Pre-Opening Obligations

6.01 Premises Specifications.

No later than the 12th month of operation from the effective date of the signing of the franchise agreement, Franchisee shall have established the Premises according to our specifications.

Franchisee's Franchised Business shall operate only from a Premises meeting Franchisor's specifications. Franchisee understands and agrees that, although all Shine businesses will follow a consistent theme, the details of their design will differ in many cases, based upon location requirements, landlord requests, and unique features of the community. Franchisor will consider Franchisee's requests for differing features for Franchisee's Franchised Business on a case by case basis, but is under no obligation to approve or follow those requests.

Franchisee shall be obligated to update the design of the Franchised Business at Franchisee's expense not more than once every three (3) years. Franchisee may change or update the design of the Franchised Business, subject to Franchisor's prior written approval, at any time, at Franchisee's expense. If Franchisor approves any changes in the plans or designs at Franchisee's request (or to comply with governmental codes, rules or ordinances), Franchisor shall own all rights to such plans as modified without further compensation to Franchisee or any other person. Franchisee shall sign and obtain signatures of necessary third parties on any documents requested by Franchisor to transfer any and all copyrights or other proprietary interests of any person in and to such modified plans or designs.

6.02 Appearance of Premises.

Franchisee acknowledges that not every Shine business will be required to have identical decor, color schemes and layout. Franchisee agrees to accept Franchisor's subjective evaluation as to what would keep the Premises in compliance with Franchisor's standards. Franchisee agrees, at Franchisee's sole cost and expense, to maintain the Premises, including, but not limited to equipment, displays, fixtures, and interior and exterior decor in accordance with Franchisor's standards throughout the term of this Agreement.

Franchisee shall prominently display, at Franchisee's expense, both on the interior and exterior of the Franchisee's SHINE business premises, signs in such form, color, number, location and size, and containing such Marks Franchisor may designate. Franchisor may require the Franchisee to use illuminated signs. Franchisee shall obtain all permits and licenses required for such signs and will also be responsible for ensuring that all signs comply with all laws and ordinances. Franchisee shall not display in or upon Franchisee's SHINE business premises any sign or advertising of any kind to which Franchisor may object. Franchisee reserves the right to require Franchisee to update Franchisee's signage at any time at Franchisee's sole expense.

Franchisee shall conform to all quality and customer service standards prescribed by the Franchisor in writing.

Franchisee shall operate the Franchised Business so that it is clearly identified and advertised as a "SHINE" business. Franchisee shall use the trademark "SHINE" and the other Marks which now or hereafter may form a part of the System, on all signs, paper supplies, business cards, uniforms, advertising materials, technology platforms, signs and other articles in the identical combination and manner as the Franchisor may prescribe in writing and the Franchisee shall supply to the Franchisor samples or photographs of the same upon Franchisor's request. Franchisee shall comply with all trademark, trade name, service mark and copyright notice marking requirements and Franchisee shall supply to the Franchisor samples or photographs of the same upon our request.

6.03 Required Start-Up Package

Franchisee shall purchase and use, at Franchisee's sole expense, the start-up equipment and supplies package, which includes items such as stationery and uniforms, that you will need to operate your business. The required Start-Up Package must be purchased from Franchisor no later than the first day of training, and be in the amount stated in the Summary Page. All fees for the Start-Up Package are fully earned upon receipt and are non-refundable.

If you are purchasing two contiguous franchises, you only need to initially purchase one Start-Up Package to service both franchises until such time as volume necessitates the need to purchase a second Start-Up Package. If you are purchasing two territories that are not contiguous, you must purchase two Start-Up Packages to service two separate franchises.

6.04 Required Vehicle

Franchisee must own or lease two vehicles that meet Franchisor's specifications as provided in the Manuals. You must have two vehicles in operation of your Franchised Business. One vehicle will be used for sales activities and providing estimates to you customers and the second vehicle will be your service vehicle. Both vehicles must be enhanced with SHINE Marks and the Service Vehicle must be fully equipped per our specifications. We retain the right to designate an approved vendor for vehicle wrapping and equipment enhancements. You must enhance your approved vehicle with the graphic logo we require and racks for your ladders and additional enhancements which may be communicated to you via the Manual. You must comply with our standards and use only our approved suppliers in adding the ladder rack and graphics to your approved vehicle. Franchisee may be required by Franchisor to refurbish, repaint, re-brand, repair, or otherwise update such vehicle no more than once every three (3) years. Upon renewal of this Agreement, Franchisor may require Franchisee to purchase a new or in like-new condition vehicle according to Franchisor's then-current specifications for new franchisees.

6.05 Upgrade

If this Franchise Agreement is signed as part of the transfer of an existing franchise or renewal of an existing franchise, then any update or modification required under this Agreement and in Section 6 shall be the upgrade of the Franchised Business in accordance with the provisions of the predecessor franchise agreement. If, at the Franchisor's sole discretion, the Franchisor allows the Franchisee to complete the upgrade after signing this Agreement, the upgrade must be completed in accordance with the provisions of this Agreement the date set forth in the Lease Rider. The Franchisee shall conform to all quality and standards as prescribed by the Franchisor in writing.

6.06 Grand Opening Advertising

Franchisee is required to spend the amount as specified in the Summary Page for grand opening advertising in a manner that Franchisor prescribes ("Grand Opening Advertising"). Simultaneously with the execution of this Agreement, you shall pay us the amount specified in the Summary Page for the Grand Opening Advertising. We will spend this amount to promote market awareness and support lead generation on your behalf approximately 4 months prior to your Franchised Business being open. We retain right to spend this amount in any manner we deem appropriate for advertisement of your Franchised Business. The Grand Opening Advertising obligation is in addition to other advertising obligations, and shall not count towards the National Advertising Fee or the Local Advertising Spend obligations. All marketing must be done in accordance with Franchisor's guidelines and only with Franchisor's written consent prior to first use. All amounts paid to the Franchisor for Grand Opening Marketing are fully earned and non-refundable upon our receipt.

6.06 BY VIRTUE OF COMMENCING OPERATIONS OF YOUR SHINE BUSINESS, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS FULFILLED ALL OF FRANCHISOR OBLIGATIONS TO FRANCHISEE THAT FRANCHISOR IS REQUIRED TO FULFILL PRIOR TO THE OPENING OF YOUR SHINE FRANCHISE.

Article 7 - Operation of Franchised Business

7.01 Independent Contractor.

Each party to this Agreement is and shall remain an independent contractor and shall strictly control the manner and means of operation of its respective business and shall exercise complete control over and responsibility for all labor relations and the conduct of its agents and employees. Neither party shall be considered or held out to be agent(s), joint venturers, partners or employee(s) of the other, except as specifically authorized by this Agreement. Neither party shall negotiate or enter into any agreement or incur any liability in the name of or on behalf of the other unless, and to the extent, specifically authorized by this Agreement. Franchisee shall prominently display signs at all times in the manner specified by Franchisor, indicating the name of the Franchisee and stating that the Franchised Business is independently owned and operated. Franchisee's business forms that bear the Marks shall contain Franchisee's name and a statement that the Franchised Business is independently owned and operated in such form as Franchisor may specify. Franchisee further acknowledge and agrees that they are exclusively and solely responsible for the terms and conditions of employment of their employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of their franchised business in compliance with federal, state, and local employment laws. Franchisor is not a "joint employer" and has no authority to hire, fire, or direct Franchisee's employees.

7.02 Personal Participation.

Franchisee shall devote its full time and best effort to actively managing the Franchised Business if Franchisee owns one location. Franchisee acknowledges and agrees that the Franchised Business is not a "passive" investment. Franchisee agrees to use their best efforts to promote and increase the sales and recognition of the services offered through the Franchised Business. Franchisee shall attend and satisfactorily complete the Initial Training program before Opening Date of the Franchised Business. The Franchised Business must always be under the direct, full-time, day-to-day supervision of the Franchisee principal or its Manager (if not you). In the event Franchisee appoints a Designated Manager, he or she must also be an owner of the franchisee with no less than 5% equity interest in the Franchisee. Franchisee and the Designated Manager shall be liable and responsible for the operation of the Franchised Business in accordance with the terms of the Agreement and the Operations Manual. Franchisee shall reserve and exercise ultimate authority and responsibility with respect to the operation and management of the Franchised Business. If Franchisee owns more than one location, and if Franchisee employs a Manager to run the day-to-day operations, then the Manager shall be required to attend and successfully complete Franchisor's training program prior to taking over full day-to-day responsibilities at sole cost and expense of the Franchisee, including payment of any additional training fee required by the Franchisor. Franchisee shall be solely responsible for all travel and living costs of trainees. If Franchisee is an entity, then either one member or officer of said entity shall devote their full time and effort to actively manage the Franchised Business.

7.03 Retail Prices.

Franchisee shall have the right during the Term to set prices provided that, subject to applicable antitrust laws, such pricing: (1) complies with any minimum or maximum prices set by Franchisor; and (2) complies with any prices specified by Franchisor; and (3) conforms to any bona fide promotional programs or national or regional accounts programs periodically established by Franchisor. Franchisor retains the right to modify its pricing policies from time to time in its sole discretion. Franchisor specifically reserves the right, in its sole discretion and as it may deem in the best interests of Franchisee or the Chain, to vary pricing standards and policies within the Franchised Business or any other franchised business in the Chain based upon peculiarities of particular location or circumstances, including, but not limited to, density of population and other demographic factors, size of a franchisee's protected area, business practices or customs, cost of a franchisee's rent or mortgage payments, or any other condition which Franchisor deems to be of importance to the operation of such franchised business or the Chain. Franchisee acknowledges that because of these factors and others, there may be variations from standard pricing policies and practices throughout the Chain and that Franchisee shall not be entitled to require Franchisor to grant like or similar variations or privileges to Franchisee. Franchisee must provide to Franchisor a price list containing all of the prices charged for the products supplied by the Franchised Business. The price list must be updated and supplied to Franchisor every time Franchisee alters its prices and, in any event, at least annually. Except where prohibited by applicable state law, we may specify maximum or minimum prices. In jurisdictions where mandatory pricing is prohibited, the prices we provide shall be considered 'Suggested Prices' only.

7.04 Compliance with Laws.

Franchisee shall be solely responsible, at Franchisee's sole cost and expense, for obtaining and maintaining all necessary or required permits and licenses in order to operate the Franchised Business. Franchisee is solely responsible for strictly complying with each and every law, ordinance and regulation applicable to the Franchised Business, including, but not limited to, licensing, health, safety, environmental, consumer regulations, labor regulations, and license requirements pertaining to any services offered by your Franchised Business. Franchisee shall timely pay all applicable taxes as they come due, but may challenge the amount or applicability thereof; provided, that Franchisee hereby agrees to indemnify, hold harmless and defend Franchisor from any and all liabilities, costs, attorney's fees for taxes based upon Franchisee's operations.

7.04.01 Franchisee agrees to use such credit card processing services approved by Franchisor and to purchase and maintain, at Franchisee's expense, any equipment necessary to permit such credit card processing functionality. Notwithstanding the credit card processing requirement, Franchisor does not represent, nor does it certify or warrant, to Franchisee or Franchisee's customers that the credit card processing service approved by Franchisor is compliant, whether or not certified as such, with the PCI Data Security Standards.

7.04.02 Franchisee shall comply with, or, as applicable, adopt policies consistent with the then-current version of Franchisor's data protection and security policies as may be described in Franchisor's Manuals ("Data Protection and Security Policies"). Such policies may govern how Franchisee Data and Personal Information (as defined below) contained in such data shall be stored, protected, disposed of, or destroyed. Franchisor has the right, but not the obligation to create such Data Protection and Security Policies. Franchisee acknowledges that Franchisor may supplement, modify or amend the Data Protection and Security Policies from time to time in its sole discretion, and that Franchisee shall comply with such modifications or amendments within thirty (30) days of notice from Franchisor. Franchisor may require Franchisee to institute a data privacy policy for its Franchised Business. Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

7.04.03 Franchisee warrants and represents and covenants that it shall comply with (i) applicable prevailing industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council (the "PCI-DSS"), (ii) those Security and Data Protection Policies mandated by the Manuals, if any, and (iii) all applicable international, federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information (collectively, "Privacy Laws").

7.04.04 Franchisee warrants and represents not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee shall be solely responsible for compliance with all laws pertaining to e-mails, including, but not limited to, the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003"), and to use of automatic dialing systems, SMS text messages, and artificial or prerecorded voice messages, including but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA"). Franchisee must comply with the Fair and Accurate Credit Transactions Act (FACTA) and all other consumer protection laws and regulations. Franchisee shall indemnify Franchisor for any claims or fines resulting from Franchisee's marketing communications.

7.04.05 Franchisee shall cooperate with Franchisor in any audit that Franchisor may conduct from time to time of its data storage and management systems and Franchisees' storage of Personal Information, which Franchisor has the unlimited right to access. In addition, if Franchisee becomes aware of any actual or suspected unauthorized access, processing, loss, use, disclosure, alteration, destruction or other compromise or acquisition of or access to any information, whether such information is stored in paper or electronic form, (i) that can be used to identify, locate or contact an individual, including but not limited to Franchisee's employees and customers (collectively, "Personal Information"); (ii) that is subject to any of the Privacy Laws and/or PCI-DSS; or (iii) that might reasonably expose Franchisor to any harm or prejudice of any type or actual or suspected intrusion by an unauthorized third party into Franchisee's or Franchisor's computers, networks, servers, IT resources, or paper files (a "Security Breach"), Franchisee shall immediately notify the Franchisor's Vice President of Operations via telephone of such matter and shall thereafter cooperate with Franchisor to investigate and remedy such matter. Except to the extent required by applicable law, no public disclosure of any instance of such unauthorized access or breach shall be made by Franchisee unless Franchisor has authorized the provision of notice and the form of such notice in writing. Franchisee shall reimburse Franchisor for all reasonable Notification and Remediation Related Costs (hereinafter defined) incurred by Franchisor arising out of or in connection with any such Security Breach that is directly or indirectly caused by Franchisee or its personnel. "Notification and Remediation Related Costs" shall include Franchisor's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (i) preparation and mailing or other transmission of legally required notifications to affected individuals, regulators and attorneys general; (ii) preparation and mailing or other transmission of such other communications to customers, agents or others as Franchisor deems reasonably appropriate; (iii) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (iv) engagement of information technology consultants, public relations and other similar crisis management services; (v) payment of legal and accounting fees and expenses associated with Franchisor's investigation of and response to the Security Breach; and (vi) payment of costs for commercially reasonable credit reporting services that are associated with legally required notifications or are advisable under the circumstances.

7.04.06 Franchisee agrees to hold harmless, defend and indemnify Franchisor and its Indemnified Parties from and against any and all losses, expenses, judgments, claims, attorney fees and damages arising out of or in connection with any claim or cause of action in which Franchisor shall be a named defendant and which arises, directly or indirectly, out of the operation of, or in connection with a Security Breach or Franchisee's or Franchisee's officers, directors, agents or employees' violation of any Privacy Law or regulation, consumer protection-related law or regulation, e-mail marketing and other marketing laws and regulations, and the PCI-DSS.

7.04.07 Franchisor, through its employees and/or any agents designated by Franchisor from time to time, may at any time during business hours, and without prior notice to Franchisee enter upon and inspect the Franchised Business premises and examine Franchisee's computer hardware, software, databases, business records and other supporting records and documents in order to verify compliance with its Data Protection and Security Policies, and Privacy Laws. Any such inspection shall be made at Franchisor's expense, provided that if such inspection is necessitated by Franchisee's repeated or continuing failure to comply with the Data Protection and Security Policies, Privacy Laws, this Agreement or the Franchise Agreement, Franchisor may charge Franchisee for the costs of making such inspection, including without limitation travel expenses, room and board, and compensation of Franchisor's employees and/or agents.

7.04.08 Franchisee agrees to comply with and/or assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise. Franchisee agrees to comply with and assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities, including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, Franchisee agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to Franchisee's business as may be required by Franchisor or by law. Franchisee confirms that Franchisee is not listed in the Annex to Executive Order 13224 and agrees not to hire any person so listed or have any dealing with a person so listed (the Annex is currently available at http://www.treasury.gov). Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such laws, orders and/or regulations, and Franchisee specifically acknowledges and agrees that Franchisee's indemnification responsibilities as provided in Article 8 of this Agreement pertain to Franchisee's obligations hereunder.

7.04.09. Franchisee must comply with all applicable federal, state and local laws, rules, and regulations regarding data security, protection, and privacy, including, without limitation and if applicable, the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code § 1798.100, et seq. Franchisee must comply with any privacy policies, data protection polices, and breach response policies that Franchisor periodically may establish. Franchisee must notify Franchisor immediately regarding any actual or suspected data breach at or in connection with the Franchised Business. Further, whenever and to the extent Franchisee operates as a "Service Provider" under the CCPA or in a similar capacity under any other applicable federal, state, or local privacy law, Franchisee represents, warrants, and covenants that:

(1) Franchisee will not sell, make available or otherwise disclose any customer's "Personal Information" (as defined in the CCPA) to any third party for valuable consideration;

(2) Franchisee will retain, use, or disclose Personal Information only for the specific purpose of performing the services specified in this Agreement, and not any commercial or noncommercial purpose other than providing the services specified in this Agreement;

(3) Franchisee will not retain, use, or disclose Personal Information outside of the direct business relationship between Franchisee and Franchisor;

(4) Franchisee will delete any Personal Information upon Franchisor's request unless Franchisee can prove that such request is subject to an exception under applicable law; and

(5) Franchisee certifies that it understands and will fully comply with the restrictions of this section. Franchisee also acknowledges and agrees that Franchisor may modify the restrictions by written notice to Franchisee, including adding other similar privacy restrictions that may be required under other federal, state, or local privacy laws.

7.05 Compliance with Brand Standards.

In order to protect the reputation and goodwill of the Franchisor's Marks and System and to maintain high standards of operation under the System, Franchisee agree to comply strictly with all of Franchisor required brand standards. Franchisee acknowledge that the brand standards may relate to any aspect of the appearance, operation, and marketing of the Franchised Business. Any material failure to comply with the required brand standards or to pass Franchisor's inspection will constitute a material breach of this Agreement. Franchisor shall provide such notice to Franchisee of their material default and Franchisee shall have 72 hours in which to cure such material default; if such default is not cured within the cure period, Franchisor may terminate this Agreement. However, Franchisee acknowledges that Franchisor has the right to vary their standards and specifications to accommodate the individual circumstances of different franchisees. Franchisor's specifications do not constitute a warranty or representation, express or implied, as to quality, safety, suitability, fitness for a particular purpose or any manner. Franchisor will not be liable to Franchisee or others on account of the designation of brand standards for the operation of the Franchised Business under the System.

7.06 Franchisee Business Operation.

Franchisee understands and acknowledges that every detail of the System and of the operation of the Franchised Business is important to Franchisee, Franchisor and other Shine franchisees in order to maintain and further develop high and uniform operating standards, to increase the demand for products sold by Franchisor and all franchisees, to enhance the image of Franchisor and the Marks, and to protect Franchisor's reputation and goodwill. Therefore, Franchisee agrees that:

7.06.01 Franchisee shall operate the Franchised Business in conformity with such uniform methods, standards and specifications as Franchisor may prescribe, in the Manual or otherwise, to insure that the highest degree of quality and service is uniformly maintained. Franchisee shall acquire and maintain, at all times, all equipment required by Franchisor for operation of the Franchised Business. Franchisee shall offer all of the goods and services designated by Franchisor and no others without the written consent of Franchisor, which consent Franchisor may withhold for any reason. Franchisor retains the right to add or remove such products or services offered under SHINE System with prior written consent or approval from the Franchisee and the Franchisee shall promptly comply with such changes at its sole costs and expenses.

7.06.02 Franchisee shall, at all times, work to protect and enhance Franchisor's image and, specifically, shall maintain employees or workers in the Franchised Business whose appearance, attire, attitude, reputation and demeanor are consistent with Franchisor's image. Franchisee acknowledges and agrees that Franchisor shall have sole discretion in determining what constitutes Franchisor's image, and further acknowledges that said image is constantly evolving as markets change and evolve.

7.06.03 Franchisee shall not, at any time, engage in any business dealings in relation with the Franchised Business or the System which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, the System, the goodwill associated with the Marks, or to any customer or vendor of Franchisee. Any conduct by Franchisee that Franchisor determines, in its sole discretion, to be detrimental to the Marks shall constitute a material breach.

7.06.04 Franchisee shall, at Franchisee's sole cost and expense, maintain the Premises, inside and out, in the highest degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including without limitation, such periodic cleaning, repainting, repairs to impaired equipment and replacement of obsolete signs and equipment as Franchisor may reasonably direct.

7.06.05 At Franchisor's request, which shall not be more often than once every three (3) years, Franchisee shall replace or update the Premises at Franchisee's sole expense, to conform to the design, trade dress, color schemes and presentation of the Marks consistent with Franchisor's then-current image, including, without limitation, such internal changes and redecoration and such modifications to existing equipment as may be necessary in Franchisor's sole judgment.

7.07 Restrictions on Sources of Products and Services.

7.07.01 Franchisee agrees that it will use only those products, supplies, and other materials in the operation of the Franchised Business as Franchisor shall have specifically designated or approved. Franchisee may be required to purchase from Franchisor certain products that involve trade secrets or that have been specially prepared by Franchisor or at Franchisor's direction or that Franchisor considers integral to the System. Franchisor may designate one or more designated suppliers, which may be Franchisor or an affiliate, for any services, products, equipment, or supplies used in the operation of the Franchised Business, in which event Franchisee must purchase every item exclusively from the designated supplier. Franchisee waives any claim for lost profits or higher costs resulting from such mandatory supplier designations. Franchisor or its affiliates may receive payments, rebates, or promotional allowances or other compensation from suppliers on account of the suppliers' dealings with Franchisor, Franchisee, or other franchised businesses in the System, all of which shall belong solely to Franchisor. Franchisor may use any amounts that it receives from suppliers for any purpose that Franchisor deems appropriate. Franchisor and its affiliates may negotiate supply contracts with its suppliers under which Franchisor is able to purchase products, equipment, supplies, and services at a price lower than that at which Franchisor's franchisees are able to purchase the same items. Products or services other than those required to be obtained from Franchisor or a designated supplier or vendor may be purchased from any source provided that the particular supplier and products have not been designated as unauthorized products or services by Franchisor. Franchisor may, from time to time, amend the list and this Article of unauthorized products, services and suppliers.

7.07.02 Franchisee shall purchase only from Franchisor or a supplier approved by Franchisor all Items used to start or operate the Franchised Business that contain or bear the Marks or that are proprietary to Franchisor. In addition, Franchisee shall purchase from a supplier approved by Franchisor, all signs used to identify the Franchised Business.

7.07.03 Franchisor will approve other suppliers of non-proprietary items if Franchisee or the supplier requests the approval in writing and if the supplier demonstrates, to the satisfaction of Franchisor, that it is financially capable and can provide Item(s) or service(s) that meet Franchisor's standards and that it is willing and able to protect Franchisor's proprietary information. Franchisor may charge a vendor approval fee to cover its costs in evaluating a proposed supplier. A charge equal to the lesser of $1,500 or the actual cost of the inspection and the actual cost of the test shall be paid by Franchisee per inspection or test. Franchisor will make its decision within thirty (30) days after it receives all of the requested information and any requested samples. Franchisor reserves the right to withdraw approval of any supplier whose performance falls below Franchisor's standards.

7.07.04 Franchisor and Franchisor's approved accounting firm shall be allowed access to the portion of Franchisee's QuickBooks related to Franchisee's Shine Franchised Business. Franchisee shall provide Franchisor with access at all times to the CRM used for Franchisee's Shine Franchised Business and shall provide Franchisor with its login information for the same CRM.

7.07.05 Franchisee may obtain any Item used in the Franchised Business that Franchisee is not required to purchase in accordance with specifications or from an approved supplier from any source, so long as the Item is consistent with Franchisor's image. Should Franchisor later publish specifications or require use of an approved supplier, Franchisee shall comply with that requirement.

7.07.06 Franchisee shall, at all times, maintain a sufficient inventory of Items so that the Franchised Business can operate at maximum capacity.

7.07.07 Certain services may be available to Franchisee only through Franchisor or an affiliate, including mandatory training. Franchisee will be required to pay the price Franchisor or its affiliates sets for any of these services, unless otherwise provided in this Agreement.

7.07.08 The Franchisee acknowledges and agrees that though approved the Franchisor, the Franchisor or its affiliates make no warranty and expressly disclaims all warranties, including warranties of merchantability for any particular purpose with respect to fixtures, furniture, equipment (including without limitation, any and all required computer systems) supplies or other approved items.

7.08 Minimum Hours.

Franchisee covenants that during the Term, it will, at all times, faithfully, honestly and diligently perform its obligations under this Agreement, and that it will continuously exert its best efforts to promote and enhance the business of the Franchised Business and other franchised businesses established and operated by Franchisee under the System. Franchisee shall comply with any minimum hours of operation as Franchisor may establish and modify from time to time in its Manuals.

7.09 Communications Equipment and Systems.

Franchisee shall purchase and use in the Franchised Business communications equipment or systems and service as required by Franchisor and shall update or replace such equipment, systems and service as required; however, Franchisor will not require replacement more than once per year. Except as otherwise required or permitted by this Agreement or by applicable law, Franchisee shall use only the communications systems designated by Franchisor in communicating with Franchisor and other Franchisees relating to the Franchised Business. Franchisor shall have a proprietary interest in all communications made through any communications systems maintained or provided by Franchisor. Franchisee acknowledges that the provisions of this Paragraph 7.09 are reasonable and necessary and beneficial to the Shine franchise system. Franchisee shall monitor and respond to all communications in a timely manner as specified in the Manual.

7.09.01 Information System and Technologies

Franchisor may designate the information system used in the Franchised business, including the computer hardware, software other equipment and enhancements (the “Technology System”). If the Franchisee suspects or knows of a security breach, the Franchisee shall immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at the Franchisee’s expense. The Franchisee assumes all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the franchise business unless otherwise directed by the Franchisor.

Franchisee shall acquire and utilize all Technology Systems Franchisor requires from time to time. Technology Systems may relate to matters such as: purchasing; pricing; accounting; order entry; inventory control; scheduling; billing; security; data storage, retrieval and transmission; client information; client loyalty; marketing; communications; copying, printing and scanning; or any other business purpose Franchisor deem appropriate in its sole and absolute discretion. Franchisor may require that Franchisee acquire new or substitute Technology Systems and/or replace, upgrade or update existing Technology Systems at Franchisee’s expense upon reasonable prior notice. Franchisee shall be solely responsible for: (i) the acquisition, operation, maintenance, updating and upgrading of its Technology Systems; (ii) the manner in which Franchisee Technology Systems integrate and interface with Franchisor’s computer system and those of third parties; and (iii) any consequences resulting from improper use or operation, or failure to properly maintain, update or upgrade, Technology Systems.

Franchisee shall use Technology Systems in accordance with the Manual and comply with all associated data entry policies. Franchisee shall promptly schedule all cleanings and appointments using Franchisor’s designated scheduling software. Franchisee shall not load or permit any unauthorized programs or games on its Technology Systems. Franchisee shall ensure its employees are adequately trained in the use of the Technology Systems. Franchisee agrees to take all steps necessary to provide us with independent and unlimited access to data collected by or through its Technology Systems, including Gross Sales data for purposes of calculating fees owed. Franchisee shall also obtain any necessary signed consents from clients in order for Franchisor to access Client Data. Upon request, including upon termination or expiration of this Agreement, Franchisee shall provide Franchisor with user IDs and passwords for any and all of its Technology Systems used in operation of its Franchised Business.

The Franchisee is solely responsible for protecting itself against computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems and attacks by unauthorized Persons. Upon request, Franchise shall obtain and maintain cyber insurance and business interruption insurance for technology disruptions. **Franchisee hereby acknowledges that Franchisor and its affiliates: (i) make no representations or warranties that the Technology Systems will be free from defects or that Franchisee use of the Technology Systems will be uninterrupted or error-free; and (ii) have no liability for any indirect, consequential, incidental, special or punitive damages (including damages associated with loss of use, interruption of business, loss of data or loss of profits) arising from or relating to the Technology Systems.**

7.09.02 Third-Party Technology

Franchisee understands and agrees that Franchisor and its affiliates: (i) do not own certain Technology Systems (or components thereof) Franchisee shall use to operate its MB Business (i.e., Third-Party Technology); and (ii) have no liability to Franchisee for any Losses Franchisee may incur as result of Third-Party Technology not functioning properly. Accordingly, Franchisee hereby: (i) waive any and all Claims against Franchisor or its affiliates relating to Third-Party Technology; and (ii) acknowledge Franchisee’s sole recourse for any Losses Franchisee incur due to improperly functioning Third-Party Technology shall be against the owner or licensor of such Third-Party Technology. The Franchisee hereby release and agree to release and hold the Indemnified Parties, harmless from and against any and all claims, liability, damages or causes of action of any nature arising from or in connection with the installation, maintenance or operation of the Technology System and its billing and payment processing, except to the extent arising from such party’s gross negligence or intentional acts.

All of the information the Franchisor or its affiliates obtain from the Franchisee or about the Franchised Business, and all information in the records or concerning the members of the Franchised Business (“the Information”) and all revenues the Franchisor derive from the Information will be the Franchisor’s property. However, the Franchisee may at any time during the term of this Agreement use in the operation of the Franchised Business (but for no other purpose), to the extent lawful and at the Franchisee’s sole risk and responsibility, any information that the Franchisee acquire from third parties in operating your Franchised Business, such as customer data. The information (except for information the Franchisee provide to the Franchisor or its affiliates with respect to the Franchisee and the Franchisee’s affiliates, including the Franchisee’s respective officers, directors, shareholders, partners or equity members of the entity) will become the Franchisor’s property which the Franchisor may use for any reason as the Franchisor deem necessary or appropriate in its discretion. The Franchisee hereby authorize the Franchisee’s payment processor to release the information to the Franchisor at any time. Following termination or expiration of this Agreement the Franchisee will no longer use any of the Information, except to comply with the Franchisee’s post-term obligations under this Agreement and the Franchisee authorize the Franchisee’s payment processor to release the Information exclusively to the Franchisor and/or its designees.

7.10 Equipment Maintenance.

Franchisee shall be solely responsible, at Franchisee's cost and expense, for maintaining, repairing, and replacing, when appropriate, all equipment required, recommended or permitted pursuant to this Agreement.

7.11 Warranties.

Franchisee shall not represent to any customer or the public that Franchisor provides any warranty as to the quality of any product or service, unless Franchisor has specifically authorized such warranty in writing. If Franchisee offers any warranties, they shall be in writing and shall clearly state, both in the warranty and in any promotional or advertising materials that the warranty is available and will be honored only by Franchisee. Franchisee hereby indemnifies, holds harmless and agrees to defend Franchisor, its related companies and all other Shine franchisees from any and all claims of whatever nature arising from any such additional warranties made by Franchisee. Franchisee shall participate in and comply with any warranty program that Franchisor may adopt from time to time.

7.12 Marketing.

Franchisee shall, at all times, comply with the Manual in all advertising. Franchisee will not, directly or indirectly, establish or operate a website, web page, domain name, internet address, blog, forum or email address that in any way concerns, discusses or alludes to Franchisor, the System or Franchisee's Franchised Business without Franchisor's prior written consent, which Franchisor is not obligated to provide. Further, the Marks may not be used as part of, in conjunction with, to establish or to operate any domain names, internet addresses, blogs, forums or social media sites, unless specifically approved by Franchisor, which approval Franchisor is not obligated to provide. Franchisee will not post, and will take such steps as necessary to ensure that its employees do not post, any information to a social media relating to Franchisor, the System, the Marks, or the Franchised Business that (a) does not comply with Franchisor's then-current social networking guidelines described in the Manuals, (b) is derogatory, disparaging, or critical of Franchisor, the System or the Marks, (c) is offensive, inflammatory or indecent, or (d) harms the goodwill and/or public image of the System and/or the Marks. Franchisee shall not establish or permit or aid anyone in establishing any links to any website or any other electronic or computer generated advertising or communication arrangement which Franchisor may create. Franchisee specifically acknowledges and agrees that, except for social media site postings (which will be subject to this Article), any website will be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval under this Agreement. Franchisee shall not establish a separate website, without Franchisor's prior written approval (which franchisor shall not be obligated to provide). If approved to establish a website, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such website. Franchisor shall have the right to modify the provisions of this Article relating to websites as Franchisor shall solely determine is necessary or appropriate.

Franchisee shall not use the Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any e-mail address, domain name, and/or other identification of Franchisee in any electronic medium, except as permitted by Franchisor's then-current policies. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without Franchisor's prior written approval of Franchisee's plan for transmitting such advertisements.

Franchisor may from time to time maintain one or more social media sites (e.g., www.twitter.com; www.facebook.com, or such other social media sites). Franchisee shall not establish or maintain any social media sites utilizing any user names, or otherwise associating with the Marks, without Franchisor's advance written consent. Franchisor may designate from time to time local or Protected Area-specific user names/handles to be maintained by Franchisee. Franchisee must adhere to the social media policies established from time to time by Franchisor and Franchisee will require all of Franchisee's employees to do so as well.

All marketing and promotion must be conducted in a professional and dignified manner and must conform to Franchisor's specified standards and requirements. All marketing and promotional materials, including product identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will be provided for you from our approved vendors.

Franchisor may create and license to the Franchisee, social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by the Franchisee with any Internet directory, website, platform, or similar item in the operation of the Franchised Business. The Franchisee may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which Franchisor license to the Franchisee.

7.13 Leads and Protected Area.

Except as specifically permitted by the Manual, Franchisee shall not engage in marketing or provide services outside of Franchisee's Protected Area. If Franchisee engages in marketing or provides services outside of Franchisee's Protected Area, Franchisee does not acquire any right or preference to the Protected Area. Franchisor reserves the right to develop, or license others to develop, any Protected Area outside of Franchisee's Protected Area at any time, without providing Franchisee with prior notice of Franchisor's intent to do so. Franchisor may rescind any policy that allows Franchisee to operate outside its Protected Area at any time, upon ten (10) days' notice to Franchisee. Within ten (10) days after receipt of such notice, Franchisee shall discontinue marketing and selling and using the Marks in any area outside of Franchisee's Protected Area and shall surrender to Franchisor all customer information Franchisee has obtained for customers residing outside of its Protected Area (such customer information is and shall always be owned by Franchisor). Franchisee acknowledges nothing herein shall be construed as a promise or guarantee that Franchisor will allow Franchisee to market, sell or operate outside of the Protected Area. Nothing herein creates an option or right of first refusal of Franchisee's right to acquire additional territories.

7.14 National Accounts Program

Franchisor, from time to time, may solicit and obtain from National Accounts certain projects that may be located anywhere, including Franchisee's Protected Area. Franchisor reserve the right, to enter into agreements with specific regional or national customers in order to establish a National Account, in any area, including in the Protected Area.

If Franchisor obtains a National Accounts project in the Protected Area, Franchisor may, but is not obligated to, offer the project to the Franchisee for execution and completion. If Franchisor makes such an offer, Franchisee agrees to service the National Account under the same terms, pricing, and provisions negotiated for the National Account. Under certain circumstances if Franchisor determines, in its sole discretion, that Franchisee is not capable of servicing the National Account, or if the volume of services exceeds demand at that time, Franchisor may authorize another SHINE franchisee or other qualified third-parties to provides the services for the National Account. Franchisee hereby waives any claim to exclusivity or "right of first refusal" regarding National Accounts within the Protected Area.

Franchisor retains all rights to the projects provided by the National Accounts, including invoicing, processing, and making disbursements related to the National Accounts projects. If Franchisee chooses to participate in the National Accounts program, and if Franchisor collects the amount due for such project of a National Accounts program in Franchisee's Protected Area, Franchisor shall make the appropriate disbursement to Franchisee minus the national account fee (, the Royalty Fee, the national advertising fee, and any other administrative or processing fees as designated at the sole discretion of the Franchisor pursuant to the terms of the National Accounts project. This National Accounts Program fee as determined by the Franchisor shall be retained by Franchisor as a fee for obtaining the project and for administrative costs related to the project. The fees charged by the Franchisor may vary based on the terms and conditions of the project or a particular national account acquired or agreed to by the Franchisor. This fee is in addition to the currently collected Royalty Fee and shall be paid in the same manner and method as the Royalty Fee and deducted by Franchisor prior to any disbursement to Franchisee..

If, before commencement of the National Accounts project, Franchisee refuses to or is unable to (in Franchisor's sole discretion) perform a National Accounts project, Franchisor retains the full right to assign the project to any other SHINE franchisee or to its affiliate. If Franchisee accepts a project but is unable to complete the National Accounts project for any reason, it shall indemnify and reimburse Franchisor for any costs Franchisor has expended on the project and any other expenses Franchisor bears in reassigning the project to another franchisee or its affiliate.

Franchisee shall not be awarded finder's fees or any other compensation for National Accounts projects that are completed by other parties in the Franchisee's Protected Area .

On all National Account projects Franchisee expressly agrees and shall be responsible for providing any repair, reimbursement, or replacement work to the end client. Franchisee shall make such repairs, reimbursement, or replacements within thirty (30) days, subject to reasonable work conditions due to climate after Franchisee is served a valid claim from the customer. Franchisee shall be responsible for the costs of any materials, overhead, and/or labor required to bring the products and services within the standards prescribed by the Franchisor. In the event Franchisee fails to make any repairs, reimbursement, or replacements as required hereunder, the Franchisor may undertake and/or arrange for the same and charge Franchisee for the cost of effecting such repairs or replacements, including costs for labor, materials and overhead.

7.15 New Developments.

Franchisor shall be the sole and exclusive owner of all new developments, including inventions, methods, products, ideas, formulas, research results, equipment, and otherwise, that Franchisee develops or has any role in developing that relate to the Franchised Business. Franchisee shall immediately disclose any and all such new developments to Franchisor and shall execute any documents necessary, in Franchisor's opinion, to consummate the transfer of all ownership rights therein. The mutual covenants of this Agreement are sufficient consideration for such transfers. Franchisor shall not, otherwise, be required to compensate Franchisee for such new developments. Franchisee warrants that it will obtain similar assignments from its employees and agents to ensure Franchisor's absolute ownership.

7.16 Staffing Requirements.

Franchisee shall, at all times, comply with the minimum staffing requirements specified in the Manual. Each Manager shall, at all times meet or exceed the qualifications set forth in the Manual. Franchisee is not prohibited from soliciting or hiring other SHINE franchisee's employees. If Franchisee employs another SHINE franchisee's employee who has attended Franchisor's training within 12 months of the hire date with Franchisee, Franchisee shall pay to the other franchisee the then-current training fee of Franchisor plus the other franchisee's actual costs for sending its employee to training, including but not limited to travel costs, lodging, wages, and food.

7.17 System Changes.

Franchise acknowledges that the System, the services, and products offered by the Franchised Business may be modified (such as, but not limited to, the addition, deletion, and/or modification of operating procedures, products, and services) from time to time by Franchisor; and Franchisee agrees to comply, at its expense, with all such modifications, including, without limitation, all requirements needed to implement the modifications. Franchisee agrees there is no limit to Franchisor's ability to modify the System and waives any claim that such modifications constitute a breach of contract or constructive termination. Franchisee may be required to pay additional or increased fees to Franchisor, its affiliates, or third-party vendors, as a result of these System changes.

If this Franchise Agreement is signed as part of the transfer of an existing franchise, or renewal of an existing franchise, then the any upgrade to the vehicle or otherwise required under this Agreement shall be the renovation of Franchisee's SHINE business in accordance with the provisions of the predecessor franchise agreement.

Franchisee may not make any changes to any building plan, design, layout or décor, or any equipment or signage in your SHINE business without Franchisor's prior written consent, and such changes may not be contrary to the Brand Standard specifications.

7.18 Technology Changes.

Franchisee acknowledges and agrees that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it will abide by those reasonable new standards established by Franchisor, at Franchisee's sole cost and expense. Franchisee may be required to pay additional or increased fees to Franchisor, its affiliates, or third-party vendors, as a result of these changes to technology.

7.18.1 Consistent with the foregoing, among other things, Franchisor reserves the right periodically to undertake technology initiatives, the purpose of which would be enhance the technology associated with the franchise system including, without limitation, enhanced internet capability, use of proprietary digital applications and enhanced support services. Although Franchisor cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the remaining term of this Agreement, Franchisee agrees to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions or modifications) and required service or support. Franchisor has no obligation to reimburse Franchisee for any Computer System costs. As otherwise permitted in this Agreement, Franchisor may access the Computer System and retrieve all pertinent information relating to the operation of your Shine business in areas that Franchisor has the ability to control and/or remedy.

7.18.2 Notwithstanding the fact that Franchisee must purchase, use, and maintain the Computer System consistent with our standards and specifications, Franchisee will have sole and complete responsibility for: (a) the acquisition, operation, maintenance, updates and upgrading of the Computer System, including compliance with the standards that we periodically require; (b) the manner in which your Computer System interfaces with our computer system and those of other third parties; (c) the installation, maintenance and support of the Computer System, although Franchisor may from time to time require or recommend third parties to provide these functions; and (d) any and all consequences that may arise if the Computer System is not properly operated, maintained and upgraded, including but not limited to virus and spyware issues.

7.18.3 All of Franchisee Computer Systems must be compliant with all applicable laws, regulations, and commonly accepted industry standards, including without limitation those laws, regulations, and commonly accepted industry standards relating to privacy, data security, and the processing and protection of confidential personal information, including without limitation the Payment Card Industry Data Security Standards and all other standards applicable to electronic payments that may be published from time to time by payment card companies.

7.19 Promotional Requirements.

Franchisor has the right to require Franchisee to participate in national, regional, and local giveaways and promotions. Franchisee may be required to provide free or discounted products or services as a result of such giveaways or promotions. Franchisor is not required to reimburse Franchisee for Franchisee's costs and expenses incurred as a result of these giveaways and promotions. Franchisee shall not in the name of the Franchised Business, other SHINE franchises, or the System (a) donate money, products, or services to any charitable, political, religious, or other organization, or (b) act in support of any such organization, without the Franchisor's prior written approval. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding the Franchised Business or any particular incident or occurrence related to the Franchised Business, without the Franchisor's prior written approval.

7.20 Currency and Methods of Payment

Franchisee shall submit all fees and payments to Franchisor in U.S. dollars. Likewise, Franchisee shall only accept payments related to the Franchised Business in U.S. dollars. Franchisee is expressly prohibited from accepting as payment in any other currency, electronic or otherwise, including cryptocurrency and tokens such as Bitcoin, Ethereum, Litecoin, and other digital currencies or tokens. Franchisee is required to accept all forms and methods of payment that Franchisor requires, including debit cards, credit cards, stored value cards, or other non-cash systems (including, for example, APPLE PAY, and/or GOOGLE WALLET) that Franchisor specifies periodically to enable customers to purchase other authorized goods and services, and to install all hardware and/or software necessary to accept such payments. The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of franchises operating under the Marks and System. Franchisee is solely responsible for its own education concerning these regulations and standards and for achieving and maintaining applicable compliance certifications. Franchisee shall defend, indemnify, and hold Franchisor and its Indemnified Parties harmless from and against all claims arising out of or related to Franchisee's violation of the provisions of this Section 7.20.

7.21 Customer Complaints

Franchisee agrees to promptly address all complaints in accordance with the procedures contained in the Manual or as otherwise provided for by the Franchisor. If the Franchisee is unable or unwilling to resolve a customer complaint within forty-eight (48) hours, and it becomes necessary for the Franchisor to reimburse a customer in settlement of his or her complaint about work performed by the Franchisee or those in your employ, the Franchisee agrees to promptly reimburse the Franchisor for amounts expended on account of any such complaint. Franchisee's obligations and liabilities under this Section shall survive any termination or expiration of this Agreement.

7.22 Call Center

Franchisor has the right to require the Franchisee to use a designated call center for your Shine business (the "Call Center") to answer calls, set client appointments, route new client leads to the appropriate Shine Franchisee and provide other related services. Currently Franchisor does not charge Franchisee for Call Center services; however, Franchisor reserves the right, in our sole discretion, to either require the Franchisee to obtain such services from a third-party Approved Supplier or we may obtain such services on your behalf. If Franchisor obtains Call Center services on Franchisee's behalf, Franchisor reserves the right to charge Franchisee up to $500 per month in obtaining these services ("Call Center Fee") or more if third-party costs increase. Franchisee must participate in the call center program and pay all reasonable setup and monthly fees designated by us or the third-party Approved Supplier. Participation in the program may include: (a) using and publishing a telephone number that we designate; (b) engaging a designated service provider (which may be us, our affiliate or a third party); (c) acquiring, installing and using related technology; and (d) executing any related user or service agreement designated by us or a third-party provider.

Once implemented, these amounts will be due 10 days after invoice or as we otherwise specify. We reserve the right to charge the Call Center Fee, and to change the timing and method of payment of the fee. We also reserve the right to terminate your access to the Call Center or to cancel the program in its entirety. Franchisor shall not be liable for any lost business or technical errors resulting from Call Center operations. Franchisor shall provide Franchisee with at least thirty (30) days' notice prior to implementing or terminating the Call Center, modifying the Call Center Fee, or changing the timing of payment.

7.23 AI Technology

Except as otherwise provided below or in the Manual, Franchise shall not use AI Technology without Franchisor's prior written consent. Franchisee does not need Franchisor's approval to use commercially available off-the-shelf productivity software with embedded AI Technology features (e.g., Microsoft Office with Copilot or Google Workspace with Gemini) for internal business purposes provided that:

(i) Franchisee only use commercially available standard features and configurations (e.g., no beta, preview, experimental or custom features, third-party plugins, extensions or integrations); (ii) Franchisee doesnot input, upload, submit, expose or otherwise make available to AI Technology any Confidential Information;

(iii) Franchisee does not authorize, permit or enable training, fine-tuning, grounding or improvement of any AI models, algorithms, products or services based on Confidential Information (if available, Franchisee shallaffirmatively opt out of any such training or improvement features and send Franchisor confirmation of same upon request);

(iv) Franchisee shallnot use AI Technology (1) for consumer-facing, client-facing or other external communications, content or materials, (2) for marketing analytics, targeting, lead qualifying, profiling or other activities involving clients or third parties, (3) in violation of any Law, (4) in a manner that may cause physical or psychological harm or materially impact the health, safety or fundamental rights of any natural Person or (5) in any other manner prohibited by the Manual; and

(v) Franchisee shall maintain commercially reasonable security measures to prevent unauthorized access to or disclosure of any data processed through such AI

Technology and immediately notify Franchisor of any suspected or actual data breach, security incident or unauthorized use involving AI Technology.

Without limiting the generality of the foregoing restrictions, Franchisee may not enter any Protected Data into public/open AI models or any other AI model that uses such information to train the AI without Franchisor's prior written approval.

7.23.01 AI Audits & Inspections. Franchisor (or any person designated by Franchisor) may inspect and audit Franchisee's use of AI Technology and related data handling practices to ensure compliance with the terms set forth in this Agreement and the Manual.

7.24 Email Accounts and Phone Numbers

At no additional charge beyond Franchisor's standard technology fee, Franchisor may provide you with: (i) up to two (2) Shine email addresses ("Shine Email Addresses"); and (ii) the primary phone number associated with Franchisee's Business (the "Designated Phone Number"). If Franchisor does not provide Franchisee with the Designated Phone Number, Franchisee shall notify Franchisor of the Designated Phone Number Franchisee intend to use. Franchisee shall exclusively use the: (i) Designated Phone Number as the primary phone number associated with Franchised Business; and (ii) Shine Email Addresses for all email communications with Franchisor, clients, suppliers and other individuals relating to your Franchised Business. Franchisee shall not use its Shine email or Designated Phone Number for any purpose unrelated to your Business. Franchisee advertising may not list any email address or phone number other than the shine Email Addresses and Designated Phone Number. We own all Shine Email Addresses and the Designated Phone Number but allow Franchisee to use them during the Term. If Franchisor provides the Designated Phone Number, Franchisor may at its discretion either: (i) require Franchisee to pay monthly phone charges directly to the provider; or (ii) pay Franchisee's monthly phone charges on Franchisee's behalf and add such charges to Franchisee's technology fee. If Franchisor provides more than two (2) Shine Email Addresses, Franchisor retains the right to charge Franchisee a fee for each additional Shine Email Address Franchisor provides and add this fee to Franchisee's technology fee.

Article 8 - Indemnity and Insurance

8.01 Indemnity.

Franchisor shall not be held liable by reason of any act or omission of Franchisee in its conduct of the Franchised Business or for any claim, cause of action or judgment arising therefrom against Franchisee or Franchisor. Franchisee agrees to unconditionally hold harmless, defend and indemnify Franchisor and its officers, directors, agents, and employees ("Indemnified Parties") from and against any and all losses, expenses, liabilities, judgments, claims, settlements, attorney fees and damages arising out of or in connection with any claim or cause of action in which Franchisor shall be a named defendant and which arises, directly or indirectly, out of the operation of, or in connection with, the Franchised Business or Franchisee's breach of this Agreement. This indemnity shall apply regardless of whether the claim is caused in part by the negligence of an Indemnified Party, and shall only exclude claims resulting from the sole gross negligence or willful misconduct of Franchisor as determined by a final, non-appealable judgment of a court of competent jurisdiction. Franchisee's obligation to defend shall arise immediately upon the assertion of a claim against an Indemnified Party, and Franchisor shall have the right to appoint its own counsel at Franchisee's sole expense.

8.02 Insurance.

Franchisee shall maintain in full force and effect at all times during the term of this Agreement, at its sole expense, an insurance policy or policies meeting Franchisor's minimum insurance requirements. Each such policy shall be written by an insurance company with an A.M. Best rating of not less than A-VIII (“excellent” and $100,000,000 to $250,000,000 in policy holder surplus) and licensed to sell insurance in the state in which the Franchised Business is located, shall be primary and non-contributory to any insurance carried by Franchisor or its Affiliates, and shall contain a waiver of subrogation in favor of Franchisor and its Affiliates.

8.02.01 Such policies shall include, at the minimum, the following: (i) commercial general liability insurance, including coverage for bodily injury, property damage, products/completed operations, and personal/advertising injury coverage with limits no less than $1,000,000 per occurrence and $2,000,000 in aggregate; (ii) automobile liability coverage for owned, non-owned, and hired vehicles, with coverage in the amount of $1,000,000 combined single limit; (iii) employment practices liability insurance for $25,000 per occurrence and naming Shine Development, LLC as a co-defendant; (iv) worker’s compensation insurance where required by law, statutory worker’s compensation insurance, including employer’s liability coverage, with limits not less than $500,000; (v) commercial umbrella insurance with limits no less than $1,000,000 per occurrence and $2,000,000 in aggregate; (vi) any other insurance required by the state or locality in which the Franchised Business is situated; and (viii) although not currently required Franchisor reserves the right to require Franchisee to obtain insurance policies to protect against cybersecurity threats and business interruption insurance. Franchisor must be named as additional insured on all policies, except for worker’s compensation insurance. Franchisee acknowledges that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect Franchisee from losses in connection with the Franchised Business. Nothing in this Agreement prevents or restricts Franchisee from acquiring and maintaining insurance with higher policy limits or lower deductibles than Franchisor requires.

8.02.02 Franchisor has the right to increase or modify required minimum coverages at any time.

8.02.03 Franchisee’s obligation to obtain and maintain insurance is not limited in any way by reason of any insurance maintained by Franchisor, and Franchisee’s compliance with minimum insurance requirements will not relieve Franchisee of its indemnification obligations under Section 8 of this Agreement.

8.02.04 If Franchisee fails to procure or maintain these minimum insurance requirements, Franchisor or its designee has the right (but is not required) to procure such insurance on Franchisee’s behalf. Such right shall be in addition to and not in lieu of any other rights or remedies available to Franchisor. If this occurs, Franchisee shall reimburse Franchisor the cost of the premium and pay a reasonable administrative fee not to exceed $500, upon demand.

8.02.05 At least 10 days prior to the time Franchisee is first required to carry insurance, and thereafter at least 30 days prior to the expiration of any policy, Franchisee shall deliver to Franchisor a certificate of insurance and additional insured endorsement for each policy evidencing Franchisee’s compliance with this Article 8. Each certificate of insurance shall expressly provide that no less than 30 days’ prior written notice shall be given to Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates.

8.03 ADA Certification.

At its sole expense, Franchisee shall furnish evidence satisfactory to Franchisor that the Location is designed, constructed, and altered in compliance, at all times, with the requirements of the Americans With Disabilities Act of 1990 (the “ADA”), the regulations now or hereafter adopted pursuant thereto, and any and all applicable state or local laws, statutes, ordinances, rules and regulations concerning public accommodations for disabled persons now or hereafter in effect. Franchisee shall indemnify, defend, and hold harmless the Franchisor and its Indemnified Parties from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorney's fees and disbursements) arising from Franchisee's failure to comply with this obligation.

Article 9 - Entity Franchisee

9.01 Entity Definition.

An "Entity" is any form of business organization except for a sole proprietorship and includes all kinds of corporations, limited liability companies, limited partnerships and general partnerships and any other form of business organization involving either multiple equity owners or which attempts to provide limited liability.

9.02 Founding Document Restriction.

If Franchisee is an Entity or becomes an Entity or if Franchisee transfers Franchisee's interest under this Agreement or any interest in the Franchised Business to an Entity, the founding document(s) of the Entity must provide as follows:

> [Name of Entity] shall not enter into any agreement or undertaking which would, directly or indirectly, limit any of the rights or obligations of [Name of Entity] or of any owner of [Name of Entity] under the Shine Franchise Agreement dated ______________, _____. Any such agreement or undertaking is void.

9.03 Liability of Owner(s)

Every owner of an equity or other interest in any Entity Franchisee, and any individual person who is an owner of an Entity which owns any equity interest in any Entity Franchisees, (such persons referred to as "Owners") shall personally guaranty this Agreement and shall be subject to all terms of this Agreement. Any change in or addition of equity or other owner(s) shall be subject to the Assignment and Death and Incapacity provisions of this Agreement.

9.04 Restriction on Certificates of Ownership.

Each and every document, if any, issued by any Entity Franchisee evidencing ownership of an equity or other interest in the Entity must provide as follows:

> Ownership of [Name of Entity] is restricted and cannot be transferred, assigned, sold or encumbered except in strict compliance with the Shine Franchise Agreement dated ____________, ____. Any other transfer or attempted transfer is void.

9.05 Additional Requirements of Entity Franchisee.

Franchisee shall, upon Franchisor's request, provide Franchisor or its designee with true copies of such of Franchisee's Entity records and documents as Franchisor shall designate. As an Entity, Franchisee shall, at all times, have one individual person who shall be the designated principal who shall have authority to act on behalf of the Entity in all respects under this Agreement. The designated principal shall be the individual who is responsible for assuring compliance by the Entity with all of the terms of this Agreement. Notwithstanding the requirement of a designated principal, Franchisor shall be entitled to rely upon the acts or words of any principal, employee or agent of an Entity Franchisee whom Franchisor understands to be acting or speaking on behalf of the Entity.

Article 10 - Assignment or Transfer

10.0 Definition of Transfer

For purposes of this Agreement, “Transfer” as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) any interest in this Agreement, the License, the Franchised Business, substantially all the assets of the Franchised Business, or in the direct or indirect ownership of the franchisee (if you are an Entity). “Transfer” as a noun means any such sale, assignment, gift, transfer, pledge, mortgage or encumbrance. Any change in the control of Franchisee shall be deemed a Transfer.

10.1 Transfers by Franchisor.

Franchisor may sell, assign or transfer its rights and obligations under this Agreement to any party, without Franchisee’s approval or prior notice to Franchisee. Franchisee acknowledges and agrees that Franchisor may sell its assets, its Marks, or the System to a third party; may undergo a change in control; may offer its securities privately or publicly; or may merge with another entity. Franchisor and its Indemnified Parties will not be liable for obligations of the transferee arising after the date of transfer. Upon transfer or assignment of this Agreement by Franchisor, Franchisor shall be automatically and completely released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment, and Franchisee’s obligations and duties shall be and remain the same notwithstanding any such assignment. Franchisee expressly waives any right to object to such transfer or to claim any breach of contract or "loss of support" resulting from a transfer by Franchisor.

10.2 Transfers by Franchisee.

The rights and interest of Franchisee under this Agreement are and shall remain personal to Franchisee. Franchisee recognizes that Franchisor has granted the franchise in reliance on the business and financial capacity and other attributes of the Franchisee, the personal skill, qualifications and representations of equity owners of the Franchisee (the “Owner(s)”) and in reliance upon Articles 5 and 14 of this Agreement. Therefore, neither Franchisee’s interest, rights or privileges in the Agreement or the Franchised Business, nor the Owner’s interest in Franchisee or the Owner(s), in whole or in part, voluntarily or involuntarily, shall be transferred by operation of law or otherwise, in any manner, except as provided in this Article 10. Notwithstanding the foregoing, an Owner may transfer all or a portion of his or her interest in the Franchisee to another Owner or to another Franchisee (such person or entity being referred to as a “Permitted Transferee”) and such a transfer shall not be subject to the restrictions of this Article 10, including but not limited to the transfer fee set forth herein; provided, however, that Franchisee shall promptly notify Franchisor of any such transfer. Any Transfer without Franchisor’s prior written consent shall be null and void and constitute a non-curable material default of this Agreement.

10.2.1 Franchisee or Owner, as applicable, shall give Franchisor forty-five (45) days prior written notice of any intended transfer of any of its rights or interest in the Franchised Business or Franchisee. Such notice shall set forth the name of the proposed transferee and a detailed statement of all the terms and conditions of such intended or proposed transfer. Irrespective of the qualifications or acceptability of any prospective transferee, Franchisor shall have the first right and option to purchase the interest at a price equal to the fair market value of such non-cash consideration plus the amount, if any, of the consideration using fair and reasonable methods. Franchisor shall make such determination as promptly as practicable, but in no event later than thirty (30) days after it has received the notice of the intended transfer. If Franchisee disagrees with the value as determined by Franchisor, then Franchisee and Franchisor shall each hire an appraiser (or a single appraiser, if they so agree) to value the non-cash consideration offered by the intended transferee. If the appraisals are within twenty percent (20%) of each other, then the difference between the two shall be equally divided to establish the price at which Franchisor may exercise its first right and option. If the difference between the appraisals is greater than twenty percent (20%), then the issue of the fair market value of such consideration shall be determined by a third appraiser selected by the other two appraisers and whose decisions shall be final, except that it may not be lower or higher than the lowest appraisal and highest appraisal, respectively, determined by the first two appraisers. Within thirty (30) days after Franchisor receives notice of a proposed transfer for no consideration or solely for cash, or if the proposed transfer will not be solely for cash, within ten (10) days after a determination is made of the fair market value of the non-cash consideration, Franchisor will notify Franchisee and the Owner, if applicable, in writing that it is (a) exercising its right of first refusal, (b) approving the transfer pursuant to Paragraph 10.2.1 or (c) denying approval of the transfer pursuant to Paragraph 10.2.1. If Franchisor decides not to exercise its right of refusal, Franchisor shall have the right to approve or disapprove the proposed transfer; provided, however, Franchisor's consent shall not be unreasonably withheld as provided in Paragraph 10.2.2. If Franchisor approves the transfer in writing, Franchisee (or Owner, as applicable) may make the proposed transfer on the exact terms and conditions specified in Franchisee's notice to Franchisor within sixty (60) days after the expiration of Franchisor's right of first refusal. If the transfer is not consummated within such 60-day period, Franchisee may not thereafter transfer such interest without again complying with this Article 10.

10.2.2 Franchisor agrees that it will not unreasonably withhold its consent to a proposed transfer if all the following conditions are satisfied:

(i) Franchisor shall have decided not to exercise its right of first refusal as provided in Paragraph 10.2.1.

(ii) Franchisee is in full compliance with this Agreement and there are no uncured defaults by Franchisee hereunder, and all debts and financial obligations of Franchisee under this Agreement are current, including Franchisee's obligations to the pay the National Advertising Fee, each Cooperative of which Franchisee is a member, and all vendors, including, if applicable, Franchisor.

(iii) The proposed transferee executes such documents as Franchisor may reasonably require to evidence that it has assumed the obligations of Franchisee under this Agreement, including, but not limited to, the then-current version of the Franchise Agreement, and if required by Franchisor, the proposed transferee executes, and in appropriate circumstances, causes such other parties as Franchisor may require to execute, Franchisor's then-current ancillary agreements to this Agreement, which documents may be substantially different than those executed contemporaneously with the execution of this Agreement provided, however, that the Royalty Fee, National Advertising Fee and advertising expense payable by the transferee will not be increased to an amount which is greater than that which is required to be paid system-wide by Franchisor's new franchisees, the transferee will not be required to pay an additional Initial Franchise Fee and the Protected Area of the Franchised Business, as designated in this Agreement will remain substantially similar in size. The Franchise Agreement between Franchisor and Franchisee will terminate once an approved transfer is completed.

(iv) Franchisee and all of the personal guarantors of this Agreement, if any, execute a general release, in a form prescribed by Franchisor, releasing Franchisor and its affiliates, predecessors, successors and assigns, and their respective members, managers, officers, directors, shareholders and employees, in their corporate and individual capacities, from any and all claims, causes of action, demands, debts, liabilities, obligations, fees, costs and expenses, including without limitation, claims and causes of action arising under federal, state and local laws, rules, regulations and ordinances, arising prior to and including the date the Transfer becomes effective. However, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law.

(iv) Prior to the date of the proposed transfer, the proposed transferee's principal operators and managers undertake and complete, to the satisfaction of Franchisor, such training and instruction as Franchisor shall deem necessary;

(v) Transferee meets Franchisor's then current applicant standards: the prospective transferee has satisfied to Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;;

(vi) The Owner transferring an interest in Franchisee acknowledges and agrees in writing that it is bound by Articles 14, 15 and 16 of this Agreement;

(vii) Franchisee or the Owner, as applicable, pays to Franchisor a transfer fee of $10,000 per transfer (reduced to $5,000 if the transferee is an existing SHINE franchisee); and

(viii) The proposed transferee and all owners of any interest in a transferee that is an entity provide Franchisor, at least forty-five (45) days prior to the proposed transfer date, copies of financial statements for the preceding three years, and where applicable, its certificate of incorporation and bylaws (and any amendments or modifications thereof), minutes and resolutions and all other documents, records and information pertaining to the transferee's existence and ownership.

(ix) Within the time specified by Franchisor, Franchisee, at its expense, shall refurbish the Franchised Business and any vehicles used in the operation of the Franchised Business, as necessary, to conform the Franchised Business to Franchisor's then-current standards and specifications, including, without limitation, specifications regarding, size, color, trade dress, presentation of the Marks, fixtures, flooring, carpeting, and installed equipment.

(x) If Franchisee consists of one or more individual(s), Franchisee may Transfer its interest under this Agreement to a corporation, limited liability company or other legal entity so long as: (1) the legal entity is owned entirely by all of the original individual franchisees or personal guarantors hereof; (2) each and all of the obligations of Franchisee and the new legal entity are personally guaranteed by the original individual franchisees or personal guarantors hereof; (3) Franchisor receives prior written notice of the Transfer along with a complete set of the new legal entity's filed, date stamped formation documents; and (4) Franchisee and the new legal entity enter into a written assignment and assumption agreement in a form prescribed by Franchisor pursuant to which the new legal entity assumes and agrees to discharge all of Franchisee's obligations under this Agreement.

(xi) Franchisor's consent to a Transfer of any interest in Franchisee or the Franchised Business granted through this Agreement will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

10.2.3 Franchisee may not transfer its rights or interest in this Agreement and/or the Franchised Business without the prior written consent of Franchisor, which consent may be granted or denied upon the reasonable discretion of Franchisor. Franchisor may require the transferee to sign a release of any and all claims against Franchisor as a condition of approval. In the event Franchisor approves a transfer pursuant to this Paragraph, the following requirements shall be met prior to the approved transfer:

(i) The proposed transferee shall execute such documents as Franchisor may reasonably require to evidence that it has assumed the obligations of Franchisee under this Agreement, and any then-current ancillary agreements, which documents may be substantially different than those executed contemporaneously with the execution of this Agreement;

(ii) The Franchisee acknowledges and agrees in writing that it is bound by Articles 14, 15 and 16 of this Agreement; and

(iii) Franchisee pays Franchisor a transfer fee as set forth in Paragraph 10.2.2(vii).

10.2.4 Except for transfers between Permitted Transferees, any ownership or structural changes in Franchisee including but not limited to, any merger, reorganization, issuance of additional shares or classes of stock or additional partnership interests, shall constitute and be deemed a transfer and shall be subject to the provisions of Article 10. If Franchisee consists of one or more individual(s), Franchisee may Transfer its interest under this Agreement to a corporation, limited liability company or other legal entity so long as: (1) the legal entity is owned entirely by all of the original individual franchisees or personal guarantors hereof; (2) each and all of the obligations of Franchisee and the new legal entity are personally guaranteed by the original individual franchisees or personal guarantors hereof; (3) Franchisor receives prior written notice of the Transfer along with a complete set of the new legal entity's filed, date stamped formation documents; and (4) Franchisee and the new legal entity enter into a written assignment and assumption agreement in a form prescribed by Franchisor pursuant to which the new legal entity assumes and agrees to discharge all of Franchisee's obligations under this Agreement.

10.03 For Sale Advertising

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

Article 11 - Death or Incapacity

11.01 Alternatives upon Death or Incapacity.

In the event of the death or incapacity of an individual Franchisee, or of any individual equity or other owner of an Entity Franchisee, the heirs, beneficiaries, devisees or legal representatives of said individual shall, within ninety (90) days of such event:

11.01.01 Apply to Franchisor for the right to continue to operate the franchise and the Franchised Business for the duration of the term of this Agreement and any renewals hereof, which right to continue to operate will be granted upon the fulfillment of all of the conditions set forth in Article 10 of this Agreement (except that no transfer fee shall be required); or

11.01.02 Sell, transfer or convey Franchisee's interest to a third party in compliance with the provisions of Article 10 of this Agreement; provided, however, in the event a proper and timely application for the right to continue to operate has been made and rejected, the ninety (90) days to sell, transfer or convey shall be computed from the date of said rejection. For purposes of this paragraph, Franchisor's silence on an application to continue to operate through the ninety (90) days following the event of death or incapacity shall be deemed a rejection made on the last day of such period.

11.02 Effect of Failure to Comply.

In the event of the death or incapacity of an individual Franchisee, or any owner of an equity or other interest in an Entity Franchisee where the provisions of this Article have not been fulfilled within the time provided, all rights granted to Franchisee under this Agreement shall, at the option of Franchisor, terminate and the parties shall proceed according to and have the rights provided for in Articles 15 and 16.

11.03 Incapacity Defined.

For purposes of this Agreement, "incapacity" is the inability of Franchisee to operate or oversee the operation of the Franchised Business on a regular basis and in the usual manner by reason of any continuing physical, mental or emotional disability, chemical dependency or other similar limitation which has continued or will more likely than not continue for a period of 60 consecutive days or more. Franchisee shall advise Franchisor in writing, immediately, upon receipt of advice from any physician or other professional that Franchisee or a principal of an Entity Franchisee has an incapacity. However, Franchisee's failure or inability to advise Franchisor of Franchisee's incapacity shall not limit Franchisor's rights under this paragraph. Any dispute as to the existence of an incapacity as defined herein shall be resolved by majority decision of three (3) licensed medical physicians practicing in the state in which the Franchised Business is located, with each party selecting one (1) physician, and the two (2) physicians so designated selecting the third physician. The determination of the majority of the three (3) physicians shall be binding upon the parties and all costs of making said determination shall be borne by the party against whom it is made. Notwithstanding the foregoing, if any insurance company pays to the Franchisee or Franchisee's Entity any disability benefits for 60 consecutive days, or more, of disability, the Franchisor may regard that as conclusive evidence of incapacity.

Article 12 – Business Risk and Compliance

12.01 No Promises.

Franchisee has been informed by Franchisor, realizes and acknowledges that the business venture contemplated by this Agreement involves business risks and its success or failure will be largely dependent upon Franchisee's abilities in operating and managing the Franchised Business. Franchisee has made its own investigation and evaluation regarding the viability of the Franchised Business it is purchasing.

12.02 Business Judgment.

Notwithstanding any contrary provisions contained in this Agreement, the parties acknowledge and agree that (a) this Agreement (and the relationship of the parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests; (b) Franchisor will use its business judgment in exercising such discretion based on Franchisor's assessment of Franchisor's own interests and balancing those interests against the interests, promotion and benefit of the System and franchises generally (including Franchisor, and its Affiliates and other franchisees), and specifically without considering your individual interests or the individual interests of any other particular franchisee (examples of items that will promote or benefit the System and franchises generally include, without limitation, enhancing the value of the Marks and/or the SHINE brand, improving customer service and satisfaction, improving project quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System); (c) Franchisor will have no liability to you for the exercise of its discretion in this manner and (d) even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification no trier of fact in any legal action shall substitute its judgment for Franchisor's judgment so exercised and such action or decision will not be subject to challenge for abuse of discretion. IF FRANCHISOR TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN ITS DISCRETION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND ITS ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES EXPRESSLY DIRECT THE TRIER OF FACT THAT FRANCHISOR'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF ITS DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF ITS DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR FRANCHISOR'S DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

Article 13 - Termination

Franchisor may terminate this Agreement as follows:

13.01 Termination upon Thirty (30) Days' Notice.

Franchisor may terminate this Agreement upon at least thirty (30) days' notice and opportunity to cure (or longer if required by law) if Franchisee is in breach of any term of this Agreement or of any other agreement between Franchisee and Franchisor or any affiliate of Franchisor.

13.02 Termination upon Seventy-Two (72) Hours' Notice

Franchisor may terminate this Agreement upon at least seventy-two (72) hours' notice and opportunity to cure (or longer if required by law) for occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option, but not the obligation, to provide Franchisee with a longer notice and cure period, as Franchisor may determine in its sole discretion:

(i) Franchisee fails to pay a fee or deposit when due, and in the manner prescribed by Franchisor, any moneys owed to Franchisor or any of its affiliate companies or to another Shine franchisee;

(ii) Franchisee is an Entity and an impasse exists between equity or other owners or there is any change in the ownership of any interest in the Entity without having first complied with the provisions of this Agreement;

(iii) Franchisee fails to timely permit any audit or inspection by or on behalf of Franchisor;

(iv) Franchisee fails to comply with brand standards or fails to pass Franchisor's inspection;

(v) Franchisee fails to operate the Franchised Business under the Marks or fails to properly display the Marks at all times in full compliance with this Agreement and the Manual;

(vi) Franchisee fails to maintain required insurance or workers compensation coverage; or

(vii) Franchisee or its Owners knowingly maintain false books or records or submit any false reports or statements to Franchisor;

(viii) Franchisee purchases items from an unapproved source;

(ix) Any other agreement, including any other Franchise Agreement to which Franchisee is a party, between Franchisee and Franchisor or between Franchisee and any of Franchisor's related companies is terminated for cause.

13.03 Termination without Notice

Franchisor may terminate this Agreement without giving notice or opportunity to cure upon occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option to give a longer notice and a cure period pursuant to other provisions of this Agreement:

(i) Upon two (2) breaches of the same term of this Agreement regardless of the fact if they are subsequently cured or two (2) or more separate defaults occurring within a twelve (12) month period whether or not those breaches have been corrected;

(ii) Franchisee files a voluntary petition in bankruptcy or has an involuntary petition filed against the Franchisee, Franchisee makes an assignment for the benefit of creditors, or a receiver or trustee is appointed;

(iii) Franchisee is adjudicated a bankrupt or insolvent;

(iv) Franchisee makes an assignment for the benefit of creditors or similar disposition of the assets of the Franchised Business;

(v) Franchisee violates or attempts to violate any of the Assignment provisions of this Agreement;

(vi) Franchisee vacates, deserts, or otherwise abandons all or any substantial portion of the Premises or equipment, or abandons the Franchised Business for more than 24 hours (whether or not Franchisee intends to abandon the Franchised Business);

(vii) Franchisee voluntarily abandons the Franchised Business for more than five (5) consecutive days during such season or period when Franchisee is obligated to be operating the Franchised Business;

(viii) Franchisee violates or fails to comply with any law, rule, regulation, ordinance or order relating to the operation of the Franchised Business (including any health codes, rules or regulations) or fails to obtain and continue any license, permit or bond necessary, in Franchisor's opinion, for Franchisee's operation of the Franchised Business;

(ix) any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System;

(x) Franchisee is convicted of or pleads guilty or no contest to a charge of violating any law relating to the Franchised Business;

(xi) Franchisee sublicenses or attempts to sublicense the Marks or the System in violation of this Agreement;

(xii) Franchisee fails to achieve a minimum Gross Revenue of One Hundred Fifty Thousand Dollars ($150,000) during the first 12 months of operation; $250,000 starting month 13 through month 48; and $500,000 beginning the 60th month and thereafter, calculated on an annual, rolling basis during the Term (“Minimum Sales Volume”) Franchisee fails to achieve the Minimum Sales Volume set forth herein, which failure Franchisee acknowledges is a material default and a conclusive indicator that Franchisee is not capable of operating the Franchised Business;

(xiii) Franchisee or any Owner fails to comply with the confidentiality or non-competition covenants in this Agreement;

(xiv) Franchisee engages in any business dealings in relation to the Franchise, the Franchised Business or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, the System, Franchisor, other Franchisees, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee or any other Franchisee or the Franchisor;

(xv) Franchisee fails to receive approval for the Premises within 60 days after signing the Franchise Agreement;

(xvi) Franchisee fails to open the Franchised Business on or before 180 days after signing the Franchise Agreement; or

(xvii) Franchisee makes any material misrepresentation or omission in its application for the franchise or in the course of the franchise relationship.

13.04 Limitation of Rights

Notwithstanding any right of Franchisor to terminate this Agreement, pursuant to this Agreement or otherwise, Franchisor may, in Franchisor's sole discretion, elect to not terminate this Agreement and to, in lieu thereof, impose limitations on Franchisee, including, but not limited to, immediate revocation of Franchisee's Territorial rights, suspension of support services, and revocation of Franchisee's rights to acquire or offer and sell certain products and services. Franchisor's election to not terminate this Agreement pursuant to this paragraph shall not constitute an election of remedies nor a waiver of any default, and Franchisor may, thereafter, terminate this Agreement at any time on account of the same or any other event(s) of default as set forth herein.

13.05 Intentionally Omitted.

13.06 Legal Compliance.

In addition to complying with its obligations under this Agreement, Franchisee shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. Such laws, rules, regulations, ordinances, and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances, and orders and to adhere to them at all times during the term of this Agreement. Failure to comply with applicable federal, state, and local laws, rules, regulations, ordinances, and orders is a material breach of this Agreement and Franchisor reserves the right to terminate this Agreement immediately for cause, without notice, and without an opportunity to cure, and Franchisee shall indemnify Franchisor for any costs or fines resulting from such non-compliance.

13.07 Default or Pre-Termination Rights

Prior to the termination of this Agreement, if the Franchisee fails to pay any amounts owed to the Franchisor or its affiliates, fails to comply with any term of this Agreement or notifies the Franchisor that the Franchised Business is closing, then in addition to the Franchisor's right to terminate this Agreement or to bring a claim for damages, the Franchisor has the option to:

(a) Remove the listing of the Franchised Business from all advertising published or approved by the Franchisor;
(b) Cease listing the Franchisee's Franchised Business on any Technology Platform(s) and redirect all leads to other franchisees or Franchisor-owned locations;
(c) Prohibit the Franchisee from attending any meetings or programs held or sponsored by the Franchisor;
(d) Terminate or restrict the Franchisee's access to any computer system or software Franchisor owns, maintains or licenses to the Franchisee (whether licensed by the Franchisor or its affiliates);
(e) Suspend all services the Franchisor or its affiliates provide to the Franchisee under this Agreement or otherwise and/or
(f) Contact the Franchisee's landlord, lenders, and/or suppliers regarding the status of the Franchisee's operations, and provide copies of any default or other notices to the Franchisee's landlords, lenders and suppliers.
(g) In addition, if the Franchisee notifies the Franchisor that the Franchisee is closing the Franchised Business or otherwise communicates to others that the Franchisee is closing the Franchised Business, the Franchisee agrees that the Franchisee's billing processor shall, at Franchisor's discretion, withhold any and all monies up to one-half (1/2) of monies that would otherwise be payable to cover any post termination obligations that the Franchisee may have including, but not limited to, liquidated damages, unpaid royalties, and de-identification costs.

The Franchisor's actions as outlined in Section 13.07 may continue until the Franchisee has brought their accounts current, cured any default, complied with the Franchisor's requirements, and the Franchisee has acknowledged the same in writing, The taking of any of the above actions permitted in this section will not suspend or release the Franchisee from any obligation that would otherwise be owed to the Franchisor or its affiliates under the terms of this Agreement or otherwise.

13.08 Cross-Default
Any default under any agreement between you and Franchisor or its Affiliates, and failure to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement. Starting from the effective date of this agreement, all provisions are adopted for all prior agreements signed herewith.

Article 14 - Competition with Franchisor

14.01 Competing Business Activities during Term.

Franchisee acknowledges that it will receive valuable, specialized training and confidential information regarding the operational, sales, promotional, and marketing methods of the Shine concept that Franchisor has developed through monetary and other resource expenditures that provide competitive advantages to the Franchisor's System. During the Term, Franchisee and its Owners and guarantors will not, without Franchisor's prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(i) own, manage engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant for, any business that participates in Competitive Activities. For purposes of this Agreement, "Competitive Activities" shall mean promoting, selling, marketing and/or providing window cleaning, pressure washing, screen cleaning, gutter cleaning, or holiday and outdoor lighting installation, removal, and/or storage services and related products and services. Franchisee acknowledges that the definition of Competitive Activities is intended to be broad and includes any business that provides services substantially similar to those offered by the System now or in the future.

(ii) divert or attempt to divert any business or customer, including prospective customers, that had done business with or been a customer of the Franchised Business or the System within the two (2) years before the expiration or termination of this Agreement, to any business or person participating in Competitive Activities, by inducement or otherwise, as Franchisee agrees that all goodwill associated with Franchisee's operation under the Marks and the System, and all business and customer information associated therewith, including all customer lists and data, inure exclusively to Franchisor;

(iii) perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System or which may disparage the Franchisor or the brand; or

(iv) use any vendor relationship established through Franchisee's association with Franchisor for any purpose other than to purchase products for use or retail sale in the Franchised Business;

(v) operate any other business other than the Franchised Business without first obtaining Franchisor's prior written approval. Franchisor may withhold such approval in its sole and absolute discretion if it believes such other business may distract Franchisee from the operation of the Franchised Business.

14.02 Competing Business Activities after Term.

14.02.01 Franchisee covenants and agrees that, for a period of twenty-four (24) months following the effective date of any termination, expiration or non-renewal, Franchisee will not, individually or together with another, directly or indirectly, on its own behalf or on behalf of or through any other person, sole proprietorship, or Entity, do any of the following:

(i) own, manage engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant for, any business that participates in Competitive Activities within a 20-mile radius of the boundary of Franchisee's designated Protected Area, as it existed immediately before the date of termination, expiration, or non-renewal of this Agreement, or of any Shine franchisee location within the Protected Area of any other SHINE Business that is open as of the termination, expiration or non-renewal date;

(ii) solicit, take away, or divert, and influence or attempt to influence any customers, franchisees, vendors, clients, and patrons of Franchisor, of Franchisee or of any other franchisee of Franchisor, which customers, franchisees, vendors, clients, and patrons were served by Franchisor, Franchisee or any other franchisee of Franchisor at any time during the four (4) years preceding the date of termination, expiration, or non-renewal of this Agreement, to transfer or divert their business or patronage from Franchisor or Franchisor's Franchisee(s) to any other person or Entity engaged in the Prohibited Activities or anything similar to the Franchised Business;

14.02.02 Franchisee covenants and agrees that, at no time will Franchisee, directly or indirectly, disclose or cause or permit to be disclosed, sell, or otherwise transfer to any party other than Franchisor, including, but not limited to, a person or Entity, for or not for consideration, the Trade Secrets, or any part thereof;

14.02.03 Franchisee acknowledges and agrees that the periods of time of this covenant and the geographical areas of restriction imposed by this covenant are fair and reasonable and are reasonably required for the protection of Franchisor and its Franchisees. Franchisee would desire this same protection against competitive activities by another former Franchisee whose franchise agreement was either expired, terminated or non-renewed. Franchisee agrees that, in the event a court or arbitrator should determine any part of this covenant to be excessively broad, unenforceable, and invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. Franchisee further agrees that, in the event that any of the provisions of this Agreement relating to the geographic area of restriction or the periods of time of the covenants shall be deemed to exceed the maximum area or periods of time which a court of competent jurisdiction would deem enforceable, the geographic area or periods of time shall, without further action on the part of any person, be deemed to be modified, amended and limited, to the maximum geographic area or time periods which a court of competent jurisdiction would deem valid and enforceable in any jurisdiction in which such court shall be convened. Any such modification shall apply only in the jurisdiction of the deciding court or in the state where the arbitrator made the decision. Franchisee expressly authorizes any court or arbitrator to "blue pencil" or otherwise modify these covenants to the maximum extent permitted by law to ensure they are enforceable.

14.02.04 It shall not be a violation of this Article for Franchisee to have or maintain a passive investment in stock of any publicly traded corporation, provided said stock holdings shall not exceed five percent (5%) of the issued and outstanding stock of such corporation.

14.02.05 For purposes of this Agreement, all references to Franchisor shall be deemed to include: (a) any corporation or entity which acquires all, or substantially all, of the assets of Franchisor, whether by statutory merger or otherwise, (b) any corporation, partnership, or other entity directly or indirectly controlled by or under common control with Franchisor or its successor, and (c) any sub-franchisor or other assignee of Franchisor.

14.02.06 Intentionally Omitted.

14.02.07 Franchisee agrees that any violation of the covenants contained in this Article will cause irreparable harm to Franchisor and its other franchisees and may, as a matter of course, be restrained by process issued out of a court of competent jurisdiction, in addition to any other remedies provided by law. In the event of any action for a temporary or permanent injunction to enforce this Covenant, Franchisee hereby waives any requirement of a bond to the extent that any bond would exceed one hundred dollars ($100.00). Franchisor shall be entitled to recover its attorneys' fees and costs incurred therein in addition to any and all other remedies.

14.02.08 Nothing in this Article 14 shall obligate Franchisor to take action to enforce this or any other covenant against competition against any other Franchisee or former Franchisee.

14.02.09 The terms of this Article 14 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

14.03 Enforcement of Covenants

14.03.01 Franchisor acknowledges and agrees that (i) this section is reasonable because it promotes and protects the subject matter of this Agreement and/or the underlying relationship and/or deters any potential conflict of interest; (ii) the time, territory, and scope of the covenants provide in this Section are reasonable and necessary for the protection of our legitimate business interests; (iii) Franchisee has received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship because you have sufficient professional skills; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which franchisee is in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section is judicially determined to be unenforceable by virtue of its scope or in terms of area, restricted activity or length of time, but may be made enforceable by reductions of any or all thereof, the same will be so modified and enforced to the fullest extent permissible. Franchisee agrees that the existence of any claim franchisee may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section. Franchisee acknowledges that any breach or threatened breach of this Section will cause Franchisor irreparable injury for which no adequate remedy at law is available, and franchisee consents to the issuance of a temporary or permanent injunction prohibiting any conduct violating the terms of this Section. Such injunctive relief will be in addition to any other remedies or claims for damages that we may have.

14.04 Disputed Enforceability

14.04.01 The parties have attempted in the above Section 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 of enforceability of the above provision is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify this Section to the extent it deems necessary to make supervision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision with Franchisee’s consent, at any time or times, effective immediately upon notice to Franchisee. 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 FRANCHISEE OF THE ABILITY TO EARN A LIVING.

14.05 Franchisee Acknowledgment

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. 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 will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond or proving actual damages.

Article 15 - Effect of Termination

15.01 Loss of Rights.

After the termination, expiration, or non-renewal of this Agreement for any reason, Franchisee shall have no further rights to use, in any manner, the System, the Marks, anything similar to the Marks, the telephone numbers, the telephone listings, any proprietary computer software, any trade secrets or the Manual. Franchisee shall immediately notify such persons as Franchisor shall reasonably require of Franchisee's loss of rights thereto. All sums of money due from Franchisee to Franchisor or to any other Shine franchisee as of the date of termination, expiration, or non-renewal of this Agreement shall become immediately due and payable. As between the parties hereto, Franchisor or Franchisor’s designee shall have the option, exercisable within sixty (60) days, to assume the lease for the Premises. If Franchisor elects to assume the lease for the

Premises, Franchisee agrees to cooperate in the transfer, to execute any documents which may be required for Franchisor or Franchisor's designee to assume the lease, and to otherwise take no actions which would interfere with the ability of Franchisor or its designee to assume the said lease. Franchisee specifically agrees to execute such document(s) as may be necessary to transfer the telephone number(s) to Franchisor or Franchisor's designee. In the event Franchisee or any owner or affiliate of Franchisee owns the Premises, Franchisee agrees that Franchisor shall have the option to lease the Premises at fair market value for a term of up to ten (10) years, at Franchisor's election, such option exercisable by Franchisor within sixty (60) days following the date of termination, expiration, or non-renewal of this Agreement.

15.02 Change of Identity.

After the termination, expiration, or non-renewal of this Agreement for any reason, Franchisee shall immediately refrain from holding itself out to the public in any way as a Franchisee or affiliate of Franchisor or as a former Franchisee or affiliate of Franchisor. If directed by Franchisor, Franchisee shall, at Franchisee's sole cost and expense, make or cause to be made such changes in signs, telephone numbers, buildings or structures as Franchisor may direct to distinguish the Premises from its former appearance and from other Shine franchisees. If Franchisee fails to make such changes within ten (10) calendar days after the date of termination, expiration, or non-renewal of this Agreement, then Franchisor shall have the right to enter upon the Premises, without liability for trespass or otherwise, and to make or cause to be made such changes at the expense of Franchisee, which expenses shall be paid by Franchisee upon demand. Franchisee shall immediately file the appropriate forms to abandon or withdraw any assumed name certificate or to change the name of its corporation or partnership to eliminate any reference to the System or the Marks. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. Franchisee shall immediately return to Franchisor the Manual, Trade Secrets, bulletins, instruction sheets, software, forms, Marks, designs, signs, printed matter and other material containing any part of the System or the Marks together with all copies thereof (including electronic or digital copies) that are or have been within Franchisee's custody or control.

15.03 Changeover Procedure.

Upon the termination, expiration, or non-renewal of this Agreement for any reason, if Franchisor or Franchisor's designee has indicated its intention to assume Franchisee's lease for the Premises and to operate a Shine business from that location, the parties agree to cooperate in the changeover of the Franchised Business to Franchisor, including by taking the steps set forth herein. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. In such case, the parties shall: notify the landlord of the change of tenancy and Franchisor shall be entitled to take control of the Premises, including by changing the locks; terminate vendor accounts at Franchisor's option; conduct an inventory of all equipment, fixtures, tenant improvements, supplies and inventory (if Franchisee elects to not participate in the inventory, Franchisor's inventory shall be presumed accurate and complete); Franchisor shall have the right to use Franchisee's equipment, furniture, fixtures and related items for up to sixty (60) days and shall pay or credit Franchisee with the fair market rental value of that use; Franchisor shall be entitled to communicate directly with Franchisee's agents, employees, customers and vendors in order to facilitate a smooth transition to ownership by Franchisor or Franchisor's designee; Franchisor or it's designee shall be entitled to all Gross Revenues received after the date of termination. No action taken pursuant to this paragraph shall constitute a waiver by Franchisor of any claims against Franchisee for any reason. The parties agree that there are no circumstances justifying a stay or delay in implementation of the terms of this paragraph and the parties specifically agree that any claims, including, but not limited to, allegations of wrongful termination, can be separately resolved and that an award of damages would be an adequate remedy.

15.04 Continuing Royalties.

Franchisor shall be entitled to receive Royalties on all Gross Revenues received or receivable by Franchisee as of the date of termination, expiration, or non-renewal of this Agreement. All such royalties shall be due and payable on the date of termination, expiration, or non-renewal of this Agreement.

15.05 Option to Purchase Certain Assets.

Franchisor shall, within thirty (30) days following the expiration or termination of this Agreement for any reason (other than for renewal of the Franchise), have the option, in our sole judgment, to purchase all or any portion of the assets of the Business and any other materials, equipment or supplies bearing our Marks, and to have you assign and transfer the Shine Franchise lease for the premises to us. Our purchase price for the portion of your inventory or supplies purchased directly from us or any of our affiliates shall be at your cost. Our purchase price for the remaining inventory, equipment, parts, fixtures and furnishings utilized by you in the operation of the Store shall be the fair wholesale market value thereof. In addition, we shall be permitted to deduct and withdraw from the purchase price to be paid to you for any such items all sums due and owed to us. In determining the fair market value of such items, the parties shall exclude any factor or increment for goodwill or going-concern value. Except as provided below, the purchase price will be paid in cash at the closing of any such purchase which will occur no less than thirty (30) days from the date of exercise of the option.

If the parties are unable to reach agreement as to the fair market value of the assets of the Store to be purchased by us, the parties hereby agree to appoint an independent appraiser to make such determination, whose determination will be binding upon the parties. The fees and expenses of such appraisal shall be paid in equal proportions by the parties. If you do not object to proposed appraiser within twenty (20) days after our notice, such appraiser will be deemed approved by both parties. Franchisor's right to exercise this option shall not be stayed or delayed by any pending appraisal or dispute.

15.06 Payment and Terms.

Franchisor shall pay to Franchisee all sums due pursuant to this Article, and any other sums required by this Agreement or by law, over a period of sixty (60) months, or such shorter period as Franchisor, in its sole discretion, shall elect, with interest thereon at the prime interest rate as published by Bank of America or its successor, if applicable, determined as of the end of the calendar quarter immediately preceding the date of termination, expiration, or non-renewal of this Agreement.

15.07 Survival of Terms.

The terms of this Article 15 shall survive the termination, non-renewal or expiration of this Agreement for any reason.

15.08 Return of Holiday Lights

Within ten (10) days after the date of termination, expiration, or non-renewal of this Agreement, for any reason, Franchisee shall return the holiday lights collected and used in the course of the Franchised Business to Franchisor or the lawful owners of such lights, as Franchisor shall direct. In the event Franchisee fails to timely return the holiday lights, Franchisor and its agents shall have the opportunity and right to enter Franchisee's Premises without being guilty of trespass to collect such lights without prior written notice to Franchisee and without any liability to Franchisee.

Franchisee shall promptly reimburse Franchisor for any and all expenses Franchisor incurs in collecting the holiday lights and returning the lights to their lawful owners. In the event that Franchisee fails to return the holiday lights pursuant to this Paragraph, Franchisee hereby releases, indemnifies and holds harmless Franchisor and its affiliates, agents and employees from all claims, causes of action, expenses, costs, debts, fees, liabilities and damages of every kind arising out of or related to Franchisor's and its agent's collection and storage of the lights including any damage to the Premises. Franchisee agrees that an action at law would be an adequate remedy for a breach or default by Franchisee, or by any other persons bound by this Agreement, in the performance of any obligation relating to this requirement to return holiday lights to their rightful owners upon termination of Franchisee's Franchised Business. Franchisee agrees that upon termination or expiration of this Agreement, Franchisee will return to the Franchisor all copies of the customer list, including past customers, present customers, and prospective customers, and shall not thereafter use the Customer List or contact the Customers for any reason whatsoever. Franchisee acknowledges that the Customer List is a trade secret and the exclusive property of Franchisor. The parties therefore agree that in the event of any such breach or default, in addition to all other remedies provided elsewhere in this Agreement or by law, Franchisor shall be entitled to relief in equity from a judge or arbitrator, at its option, including a preliminary injunction and permanent mandatory injunction to require Franchisee to compel compliance with this Paragraph.

15.09 Liquidated Damages

Franchisee must pay Franchisor liquidated damages if either: (a) Franchisor terminates this Agreement due to Franchisee's default; or (b) Franchisee terminates this Agreement in a manner not permitted by this Agreement or permitted by Law. Liquidated damages are calculated as the product of Average Monthly Fees multiplied by the lesser of (a) 24 or (b) the total number of full months remaining under the Term as of the termination effective date. "Average Monthly Fees" means the combined average monthly Royalties and National Advertising Fees (without regard to any fee waivers or other reductions, and regardless of collection) imposed by this Agreement during the 12-month period preceding the termination date (or during the period of time Franchisee operated the Franchised Business if less than 12 months). Liquidated damages are due 30 days after Franchisor sends Franchisee an invoice detailing Franchisor's calculation of same. Liquidated damages are in addition to and not in lieu of: (a) any fees or other amounts incurred by Franchisee prior to the termination of this Agreement, all of which must be paid by Franchisee in accordance with the terms hereof; or (b) any damages Franchisor or its affiliate incur as a result of Franchisee's breach of this Agreement; provided, however, that Franchisor may not pursue a claim against Franchisee for recovery of lost future profits if Franchisee pays Franchisor all liquidated damages owed when due. The parties agree the amount of liquidated damages set forth in this Section is in proportion to, and is necessary to protect, Franchisor's legitimate interests, including: (a) encouraging Franchisor's franchisees to commit to the 10-year franchise relationship in which both parties have already invested time and expense to develop; (b) the time and expense Franchisor will incur to ensure Franchisee's timely and orderly departure from the franchise network and recruit a new franchisee to acquire franchise rights to the Protected Area; (c) protecting the reputation and goodwill associated with Franchisor's Marks; and (d) partially compensating Franchisor for financial damages it expects to incur as a result of Franchisee's breach or wrongful termination. If this liquidated damages clause is unenforceable under applicable Law, then Franchisor is only entitled to recover actual damages incurred by Franchisor as a result of Franchisee's default or improper termination of this Agreement.

Article 16 - Arbitration of Disputes.

16.01 Agreement to Arbitrate.

Except as provided in Paragraph 16.04, any controversy or claim or dispute between the parties hereto or between any party hereto and any other person arising out of or relating to this Agreement, the negotiation thereof, the offer or acceptance thereof, or the performance or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Article shall be governed by the Federal Arbitration Act. Any arbitration shall take place in Maricopa County, Arizona. No party shall join or attempt to join their claims in a single proceeding with the claims of any other party, person or entity even if similarly situated; Franchisee hereby waives any right to participate in a class action or multi-party arbitration. The parties shall bear their own expenses, including their own attorney's fees and costs and shall share equally all expenses of the arbitrator(s).

16.02 Conduct of Arbitration.

Unless otherwise specifically required by applicable law, demand for arbitration or proceedings in arbitration, or court proceedings shall not operate to stay, postpone, prohibit or rescind any expiration, termination or non-renewal of this Agreement as provided in this Agreement, and the parties will be limited to their remedy in damages, as determined by the court or arbitrator, for non-renewal or termination found by the arbitrator to be wrongful. Damages would be an adequate remedy for any such wrongs. The court or arbitrator shall not extend, modify or suspend any of the terms of this Agreement or the reasonable standards of business performance set by Franchisor. The arbitrators shall permit discovery between the parties pursuant to the Federal Rules of Civil Procedure. The arbitrator shall have no authority to award punitive, exemplary, or consequential damages, and Franchisee hereby waives any and all claims to such damages.

16.03 Conditions Precedent to Arbitration.

As conditions precedent to commencing an arbitration proceeding pursuant to this Agreement, the parties shall first comply with the terms of this Paragraph 16.03. Failure to comply with this paragraph shall be a material breach of this Agreement and shall entitle the non-defaulting party to an award of all of their attorney's fees and costs reasonably expended in enforcing the terms of this paragraph. Such award of attorney's fees shall be made by the court enforcing this paragraph and shall be paid by the breaching party before and as a condition precedent to further proceeding in accordance with this Article. For the limited purpose of enforcing this Paragraph 16.03, each party hereby waives arbitration and the matter shall be heard in the federal or state courts of Maricopa County, Arizona. Within not more than sixty (60) days following the date on which the aggrieved party first discovered or reasonably should have discovered the facts of a dispute between the parties, but not more than one (1) year after the date of the events or facts which gave rise to the dispute, the aggrieved party shall give a Notice to the other party (and any involved other persons) of the existence of the dispute, and shall set forth, in writing, a detailed description of the relevant facts together with a reasonably detailed description of the legal basis of the claim. The Notice shall include a detailed description by the aggrieved party of the remedy or outcome desired. The non-aggrieved party shall respond to the Notice within thirty days following its receipt. If the Notice and response does not resolve the dispute, the parties shall meet, in person, within sixty (60) days following the date of the non-aggrieved party's response, in the corporate offices of the Franchisor, and attempt to informally resolve the matter. If the informal meeting does not resolve the matter, the parties shall, within sixty (60) days following the date of the informal meeting, submit to in-person nonbinding mediation in Maricopa County, Arizona with a mediator selected according to the rules of the American Arbitration Association. If the dispute is not resolved through mediation, then either party may commence an arbitration proceeding, but must do so within ninety (90) days following the date that either party or the mediator has declared the mediation terminated. The demand for arbitration shall contain a certificate by the party commencing arbitration that the party has fully complied with every provision of this Paragraph 16.03. Copies of the Notice and the response thereto exchanged pursuant to this paragraph shall be attached to the demand for arbitration and the issues in the arbitration shall be limited to matters contained therein.

16.04 Limited Exceptions to Arbitration and Mediation.

The requirements of Paragraphs 16.01, 16.02, and 16.03 shall not apply to actions for the sole purpose of collecting unpaid money, including franchise fees, Royalty Fees, or National Advertising Fees pursuant to this Agreement or to actions for the sole purpose of enforcing Franchisor's rights in the Marks (both for injunctive relief and damages), the Trade Secrets or the covenant against competition. Such actions and claims are not submitted to arbitration. Any such actions and claims shall be brought in the courts of Maricopa County, Arizona. Any counterclaims to such actions and claims are submitted to arbitration and shall be subject to Paragraphs 16.01, 16.02 and 16.03. No requirement to mediate shall apply after this Agreement has been terminated for any reason.

16.05 Any information disclosed by either party in mediation or pre-arbitration settlement discussions may only be used for those purposes and may presented as evidence in arbitration. Parties and their counsel must be present in-person for the final hearing, and any telephonic or electronic appearances are reserved for pre-hearing matters and remote non-party witnesses only. The Franchisee acknowledges and expressly agrees that the Franchisor requires strict compliance with all terms and provisions of this Section 16.

16.06 For avoidance of doubt, this provision specifically requires both parties to arbitrate our disputes through the American Arbitration Association ("AAA"). The arbitration process allows the disputes to be heard and decided by one arbitrator, selected using the AAA's standard selection process, apply the law to the facts and evidence presented and where we will not use the local court system or its judges. By signing this franchise agreement, you are consenting to resolve disputes through arbitration administered by the AAA, using the current AAA commercial rules.

16.07 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for depositions or evidentiary hearings.

Article 17 - Representations Of Franchisee

17.01 Representations

Franchisee represents and warrants as follows:

17.01.01 Franchisee is not currently a party to or subject to any contract or agreement, including any other franchise agreement, employment agreement or any covenant not to compete which would directly or indirectly be breached by entering into this Agreement or which would directly or indirectly prohibit or restrict Franchisee's signing of this Agreement or performance thereunder;

17.01.02 Franchisee is executing this Agreement and purchasing the franchised business herein for Franchisee's own account and not as an agent or representative of another (unless for an Entity otherwise named herein and in compliance herewith);

17.01.03 Franchisee intends to be actively involved in the Franchised Business for the entire term of this Agreement and knows of no reason that he/she might become a passive owner;

17.01.04 Franchisee has not terminated and will not terminate Franchisee's existing employment or cease any other income-producing activity until after Franchisee has an approved location, has successfully completed the Initial Training, and is open for business. If Franchisee elects, notwithstanding this sub-paragraph to terminate employment or income-producing activity, Franchisee knowingly assumes the risk of loss of income and does so contrary to Franchisor's advice.

17.02 Receipt for Disclosure Document.

Franchisee has received a copy of this Agreement and the Shine disclosure document at least fourteen (14) days before signing this Agreement or paying any fee to Franchisor. Franchisee has received a complete copy of this Agreement and all attachments, amendment, or addenda, with all material blanks filled in, at least seven (7) days before signing this Agreement. Franchisee has been encouraged and provided ample opportunity to consult an attorney or other advisor(s) of its own choosing before entering into this Agreement.

Article 18 - Miscellaneous Provisions

18.01 Non-waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

18.02 Attorneys' Fees.

In the event that legal action is properly commenced in court by either party to enforce this Agreement or to determine the rights of any party, as permitted by Paragraph 16, including any appeal proceeding, Franchisee agrees to pay all reasonable actual attorneys, fees and costs, including arbitrator and expert fees and fees on appeal, incurred by Franchisor, in addition to any award to which Franchisor may be entitled.

18.03 Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or by an arbitration panel, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

18.04 Warranty of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

18.05 Fines.

For each instance where Franchisee fails to obtain prior written approval for advertisements, fails to attend required training or franchisor sponsored conventions, or offers unauthorized products or services, Franchisor shall, at Franchisor’s option, have the right to levy a fine in an amount up to One Thousand Dollars ($1,000) per occurrence. The imposition of a fine pursuant to this Paragraph shall not act as a waiver of any of Franchisor’s other remedies under this Agreement. Furthermore, Franchisor has the right to collect any such fines by means of EFT in the same manner as the Royalty Fee, upon notice.

18.06 Paragraph Headings.

The various paragraph headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

18.07 Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs. All references to “Franchisee” shall include all owners, parents and subsidiaries of Franchisee if Franchisee is an entity.

18.08 Franchisee is Not a Third-Party Beneficiary.

Nothing in this Agreement shall be construed to give Franchisee any rights as a third-party beneficiary or otherwise arising out of any similar or other agreement(s) between Franchisor and any other Franchisee(s). Any action or inaction by Franchisor with regard to any other Franchisee's performance or non-performance as to any term of this or any similar agreement shall not give rise to any claims or rights in favor of Franchisee under this Agreement.

18.09 No Third-Party Beneficiary.

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor’s officers, directors, and personnel and such of Franchisee’s and Franchisor’s respective successors and assigns as may be contemplated (and, as to Franchisee, authorized by Section 12.) any rights or remedies under or as a result of this Agreement.

18.10 No Affiliate Liability.

Franchisee acknowledge and agree that none of Franchisor’s past, present, or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, parents, affiliates, controlling parties, entities under common control, ownership, or management, vendors, service providers, agents, attorneys, or representatives will have any liability for (i) any of Franchisor’s obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Franchisor based on, in respect of, or by reason of the relationship between Franchisee and Franchisor, or (iii) any claim against Franchisor based on any of Franchisor’s alleged unlawful acts or omissions.

18.11 Choice of Law.

Except as otherwise specified herein, this Agreement shall be governed by and construed under the laws of the state of Arizona.

18.12 Limitation of Claims.

YOU MUST BRING ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN US AND YOU WITHIN TWO (2) YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM, OR YOUR CLAIM WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING, AS PERMITTED, IS COMMENCED IN THE APPROPRIATE FORUM WITHIN THIS TWO-YEAR PERIOD.

18.13 Franchisee May not Withhold Payments.

Franchisee may not withhold payment of any amounts owed to Franchisor or their affiliates due to their alleged nonperformance of their obligations under this Agreement or for any other reason. Franchisee specifically waive any right they have at Law or in equity to offset any monies they owe to the Franchisor or their affiliates or to fail or refuse to perform any of their obligations under this Agreement.

18.14 Notices.

All notices and notifications given under this Agreement must be in writing and must be delivered by: (a) hand delivery; (b) registered or certified air mail, postage prepaid, return receipt requested; (c) special delivery service (*e.g.*, Federal Express, DHL, UPS, *etc.*); or (d) email, in each case to the following addresses (which may be changed upon 10 business days' prior notice):

YOU: As set forth in the Summary Page

US: Shine Development, LLC
8100 E. Indian School Rd., Suite 201
Scottsdale, Arizona 85251
Attention: Legal Department
Email: Notice@ShineInfo.com

Notice is deemed given on the earliest to occur of: (i) the date delivered by hand; (ii) the third (3rd) business day after placed in the mail or provided to special delivery services in accordance with clause (b) or (c) above; or (iii) the first (1st) calendar day after sent by email.

18.15 Entire Agreement.

This document, together with any attachments, amendment, or addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior or contemporaneous representations, promises, contracts or agreements not contained in this Agreement or the disclosure document presented herewith are hereby fully superseded. No provision of the Franchise Agreement may disclaim or require the Franchisee to waive reliance on the representations made in the disclosure document.

18.16 Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Franchisor. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Franchisor.

18.17 Effective Date.

This Agreement shall have no force or effect unless and until signed by an officer of Franchisor. The effective date shall be the date of such corporate signature. Notwithstanding the order of signatures, this Agreement shall be deemed made and entered into in the state where the Franchised Business is located.

18.18 Time Of Essence.

Time is of the essence with respect to all provisions in this Agreement.

18.19 Waiver of Class Action

EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY CLAIM, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PARTY.

18.20 Jury Waiver

BOTH PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

18.21 Successors and Assigns

This Agreement shall bind and inure to the benefit of the successors, permitted transferees and assigns, personal representatives, heirs and legatees of the parties hereto.

18.22 Disavowal of Oral Representations

Both parties acknowledge that each want all terms of the business relationship to be defined in this written agreement, and that neither party wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, both parties agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between the Franchisor and the Franchisee. Each party agrees that neither party has placed nor will place any reliance on any such discussions. Franchisee agrees that no representations have been made to the Franchisee concerning this Agreement or the SHINE franchise other than as contained in this Agreement and in the Franchise Disclosure Document Franchisee has received before the Franchisee signed this Agreement. Franchisee agrees that no claims, representations, warranties, or guarantees, express or implied, regarding actual or potential earnings, sales, profits, or success of your SHINE franchise have been made to the Franchisee other than as set forth in Item 19 of the FDD.

18.23 Other Franchisees / Variance

Franchisee acknowledge that other SHINE franchisees have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement. Franchisee also acknowledge that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations we grant to other of our SHINE centers (whether franchised, or centers that the Franchisor or its affiliates operate), and will not be entitled to require Franchisor to grant similar variations or privileges to the Franchisee.

18.24 Franchisee’s Acknowledgement

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. 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 will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective for all purposes as of the Effective Date.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:________________________________ Name/Title	By: ________________________________ Name/Title:

<u>ATTACHMENT A</u>

STATE SPECIFIC AMENDMENTS

SHINE DEVELOPMENT LLC
REQUIRED BY THE STATE OF CALIFORNIA

THIS AMENDMENT TO FRANCHISE AGREEMENT effective __________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and ____________________________________ ("**Franchisee**").

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

1. The second paragraph of Section 10.2 of the Franchise Agreement is amended with the following:

It is unlawful for a franchisor to prevent a franchisee from selling or transferring a franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, to another person provided that the person is qualified under the franchisor's then-existing standards for the approval of new or renewing franchisees, these standards to be made available to the franchisee, as provided in Section 20029, if applicable, and to be consistently applied to similarly situated franchises operating within the franchise brand, and the franchisee and the buyer, transferee, or assignee comply with the transfer conditions specified in the franchise agreement. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. A Franchisee shall not have the right to sell, transfer, or assign the franchise, all or substantially all of the assets of the Franchised Business, or a controlling or non-controlling interest in the Franchised Business, without the written consent of the Franchisor, except that the consent shall not be withheld unless the buyer, transferee, or assignee does not meet the standards for new or renewing franchises described in subdivision (a) of the California Business and Professions Code, Section 20028, if applicable, or the Franchisee and the buyer, transferee, or assignee do not comply with the transfer conditions specified in the franchise agreement.

2. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. A contract that retrains a former franchisee from engaging in lawful trade or business is to the extent void under California Business and Professions Code Section 16600.

3. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:________________________________ Name/Title	By: ________________________________ Name/Title:

SHINE DEVELOPMENT, LLC
ILLINOIS AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and ____________________________________ ("**Franchisee**").

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1-44, (collectively, the "Act"). To the extent that this Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

   b. Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.

   c. Section 4 of the Act provides that, if this Franchise Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims.

   d. Illinois law shall apply to and govern the Franchise Agreement.

   e. If this Agreement requires a jury trial waiver, to the extent that such provision conflicts with the Illinois Franchise Disclosure Act, the Act will control.

   f. Your rights upon termination and non-renewal of the Franchise Agreement are set forth in Sections 19 and 20 of the Act.

2. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to Franchisee, and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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

[Signature page to follow]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR:
SHINE DEVELOPMENT, LLC

By:______________________________
Name/Title

FRANCHISEE:

By: ______________________________
Name/Title:

SHINE DEVELOPMENT LLC
INDIANA AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and ____________________________________ ("**Franchisee**").

1. Renewal. Section 1.03. of the Franchise Agreement is amended by the addition of the following language:

> Provided that you cannot be required to prospectively asset to a release, assignment, novation, waiver or estoppel which purports to relieve Franchisor from liability under Indiana Code 23-2-2.7.

2. Authorized Products, Services and Suppliers. Section 7.07. of the Franchise Agreement is amended by the addition of the following language:

> Notwithstanding anything to the contrary contained in this Agreement, Franchisor shall not require that you purchase any goods, supplies, inventories, or services exclusively from us or sources we designate where such goods, supplies, inventories, or services of comparable quality are available sources other than those we designate, provided that our publication of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by us does not constitute designation of a source nor does our reasonable right to disapprove a supplier constitute a designation, and further provided that the above restriction on designation of sources does not apply to the principal goods, supplies, inventories, or services manufactured by or for us or trademarked by us.

3. Transfer by Franchisee to a Third Party. Section 10.2. of the Franchise Agreement is amended by the addition of the following language:

> Provided that you cannot be required to prospectively asset to a release, assignment, novation, waiver or estoppel which purports to relieve Franchisor from liability under Indiana Code 23-2-2.7.

4. Dispute Resolution. Article 16 of the Franchise Agreement is amended by the addition of the following language:

> Notwithstanding anything to the contrary in this Article 16, if this Article 16 requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation pursuant to IC 23-2-2.7-1(1). Notwithstanding anything to the contrary contained in this Article 16, the choice of law for any cause of action brought under this Agreement will be subject to any superseding provisions contained in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7. You will be permitted to bring actions arising under IC 23-2-2.5 at any time within three years from the date of violation pursuant to IC 23-2-2.7-1(10). You cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights with regard to this Agreement is prohibited under IC 23-2-2.7-1(5).

5. Acknowledgments. Article 17 of the Franchise Agreement is amended by the addition of the following language:

However, such representations are not intended to nor shall they act as a release, assignment, novation, waiver or estoppel which purports to relieve Franchisor from liability under Indiana Code 23-2-2.7.

6. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the Indiana Franchise Practices Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR:
SHINE DEVELOPMENT, LLC

By:______________________________
Name/Title

FRANCHISEE:

By: ______________________________
Name/Title:

SHINE DEVELOPMENT, LLC
MARYLAND AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and **____** ("**Franchisee**").

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement is amended as follows:

- Sections 1.03.07 and 10.2.2 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.
- Section 18.09 requires that the Franchise be governed by the laws of the State of Arizona however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.
- Sections 16.03 and 16.04 requires litigation to be conducted in the State of Arizona; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.
- Any Section of the Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing the Franchise are not intended to, nor shall they act as a, release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
- The Franchise Agreement is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

2. As a condition to becoming registered to offer and sell franchises in the State of Maryland, Franchisor has agreed to defer Franchisee's obligation to pay the initial franchise fee, until Franchisor has met its pre-opening obligations and Franchisee has commenced operation of the Franchised Business ("Fee Deferral Requirement"). Therefore, notwithstanding anything to the contrary in Section 2.01 of the Franchise Agreement, payment of the initial franchise fee is due immediately at such time as when Franchisor has met its pre-opening obligations to Franchisee, and Franchisee has commenced operation of the Franchised Business.

3. Any portion of the Franchise Agreement which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

5. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i)

waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:______________________________ Name/Title	By: ______________________________ Name/Title:

SHINE DEVELOPMENT, LLC
MINNESOTA AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ____________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and ____ ("**Franchisee**").

Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. Franchisor will undertake the defense of any claim of infringement by third parties involving the SHINE WINDOW CARE or SHINE HOLIDAY LIGHTING mark, and Franchisee will cooperate with the defense in any reasonable manner required by Franchisor with any direct cost of such cooperation to be borne by Franchisor.

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

3. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. The Franchise Agreement is amended to provide that any claims arising under the Minnesota Franchise Act must be brought within three years after the date the cause of action accrues.

5. Section 18.16. (Jury Waiver) is hereby deleted.

6. No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided, that this part shall not bar the voluntary settlement of disputes.

7. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this amendment. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Amendment shall govern.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:____________________________ Name/Title	By: ____________________________ Name/Title:

SHINE DEVELOPMENT, LLC
NEW YORK AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and ____ ("**Franchisee**").

In recognition of the requirements of the General Business Law of the State of New York, Article 3, Section 687 and Article 33, Sections 680-695, and the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Disclosure document for Shine Development, LLC, for use in the State of New York shall be amended as follows:

1. Renewal. Section 1.03.07 of the Franchise Agreement (with respect to signing a general release) is amended by the addition of the following language:

> ; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Laws of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL 687.4 and 687.5 be satisfied.

2. Transfer by Franchisee to a Third Party. Section 10.2. of the Franchise Agreement is amended by the addition of the following language:

> ; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Laws of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL 687.4 and 687.5 be satisfied.

3. Choice of Law. Section 18.11 of the Franchise Agreement is amended by the addition of the following language:

> ; however, the governing choice of law shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

4. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the New York General Business Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

[Signature Page to Follow]

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:______________________________ Name/Title	By: ______________________________ Name/Title:

SHINE DEVELOPMENT, LLC
NORTH DAKOTA AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and ____ ("**Franchisee**").

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code 51-1901 through 51-19-17, and the policies of the Office of the State of North Dakota Securities Commission, the Disclosure document for Shine Development, LLC for use in the State of North Dakota shall be amended as follows:

1. Articles 14 & 16 (if applicable) of the Franchise Agreement disclose the existence of certain covenants restricting competition to which the Franchisee must agree. The Securities Commissioner of the State of North Dakota has held that covenants restricting competition, contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Covenants not to compete such as those referenced above are generally considered unenforceable in the State of North Dakota;
2. Section 18.11, of the Franchise Agreement provide that Arizona law governs the Franchise Agreement. The Securities Commissioner of the State of North Dakota has held that Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, therefore, this provision is void and of no effect in the State of North Dakota;
3. Articles 16 & 18 of the Franchise Agreement provides that Franchisees must consent to the jurisdiction of the Maricopa County, Arizona. The Securities Commissioner of the State of North Dakota has held that requiring Franchisees to consent to jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Investment Law. The site of mediation or arbitration shall be agreeable to all parties; therefore, this provision is amended to provide that the state of mediation or arbitration shall be agreeable to all parties;
4. Section 18.02 of the Franchise Agreement stipulates that the Franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the Franchise Agreement. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is amended to provide that the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney fees;
5. Section 17.9 of the Franchise Agreement stipulates that the Franchisee shall pay liquidated damages to Franchisor if the Franchise Agreement in terminated early.

   The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is amended to provide that Franchisor is entitled to recover all costs and expenses, including attorney fees allowable by law; and

6. Section 18.20 of the Franchise Agreement stipulates that the Franchisee shall agree to a Waiver of Jury Trial. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is void and of no effect in the State of North Dakota; and

7. Section 18.12 of the Franchise Agreement requires a limitation of Claims. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is amended to provide that the statute of limitations under North Dakota law applies; and

8. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the North Dakota Franchise Investment Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

by its duly authorized representative as of the date indicated below.

FRANCHISOR:
SHINE DEVELOPMENT, LLC

By:________________________________
Name/Title

FRANCHISEE:

By: ________________________________
Name/Title:

SHINE DEVELOPMENT, LLC
RHODE ISLAND AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and ____ ("**Franchisee**").

1. Choice of Law. Section 18.11. of the Franchise Agreement is amended by the addition of the following language:

> , excluding any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

2. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:_________________________________ Name/Title	By: _________________________________ Name/Title:

SHINE DEVELOPMENT, LLC
SOUTH DAKOTA AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and ____ ("**Franchisee**").

1. Section 14.02 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein: "Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law." To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.

2. Sections 13.01 and 13.02 of the Franchise Agreement are amended by the following language: South Dakota law provides for a Thirty Day (30) notice to cure any default prior to termination, including the non-payment of royalty and service fees, amount due for purchases from Franchisor or its affiliates or other payments due to Franchisor.

3. Article 14 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein: "The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of Arizona."

4. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the South Dakota Franchises Brand-Name Goods and Services Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:_______________________________ Name/Title	By: _______________________________ Name/Title:

SHINE DEVELOPMENT, LLC
VIRGINIA AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") between Shine Development, LLC ("**Franchisor**") and ____ ("**Franchisee**").

1. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. Section 13.03, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*);

3. Under Section 13.1564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to cancel a franchise without reasonable cause. If any ground 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.

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

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:_________________________________ Name/Title	By: _________________________________ Name/Title:

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

This Amendment to the Shine Franchise Agreement dated _______________ between Shine Development, LLC, ("Franchisor") and ___________________________________ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation**. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

8. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service

for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

9. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

10. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

11. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

12. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

13. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

14. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

16. **Prohibitions on Communicating with Regulators**. Any provision in the franchise

agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

17. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:____________________________ Name/Title	By: ____________________________ Name/Title:

SHINE DEVELOPMENT, LLC
WISCONSIN AMENDMENT TO THE FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT effective ___________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement ("**Franchise Agreement**") ") between Shine Development, LLC ("**Franchisor**") and ____ ("**Franchisee**").

Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. The Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 applies to most, if not all, Franchise Agreements and prohibits the Termination, Cancellation, Non-Renewal of substantial change of the competitive circumstances of a Franchise Agreement without good cause. The Law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the Franchisee. The Franchisee has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. Section 18.11 of the Franchise Agreement (Choice of Law) is amended to state that the Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 laws supersedes any provisions contained in the Franchise or License Agreement that are consistent with that law.

2. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the Wisconsin Franchise Investment Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:___________________________________ Name/Title	By: ___________________________________ Name/Title:

ATTACHMENT B

KEY TERMS

Protected Area

The geographic boundaries or zip codes (all geographic boundaries or zip codes shall be as they exist on the date of this Agreement) of Franchisee's Protected Area shall be as follows:

The map for the Protected Area is as follows:

Location

If the Location has already been selected by Franchisee and approved by Franchisor, then the following is Franchisee's Location for the term of the Franchise Agreement:

Unassigned Location (If Applicable)

If no Location has been determined at the time this Franchise Agreement is executed, then the Location will be within the Protected Area, provided the exact location will be subject to Franchisor's review and approval. When Franchisee selects its desired location for the Franchised Business, Franchisee must follow the approval process set forth in the Franchise Agreement and Franchisor's Manuals

ATTACHMENT C

UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of ___________, 20_____, by ______________________________________ (whether one or more, individually and collectively "Guarantor").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated ______________________ ("Agreement") by Shine Development, LLC ("Franchisor"), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that __________________ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7 and 17 of the Agreement. Each of the undersigned waives: **(a)** acceptance and notice of acceptance by Franchisor of the foregoing undertakings; **(b)** notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; **(c)** protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; **(d)** any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and **(e)** any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: **(a)** its direct and immediate liability under this Guaranty shall be joint and several; **(b)** it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; **(c)** such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and **(d)** 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 Agreement.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

Successors and Assigns; Death of Guarantor. This Guaranty shall be binding upon Guarantor and his or her heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor's death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor's estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising after Guarantor's death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Arizona (without giving effect to principles of conflicts of law).

Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Courts of the State of Arizona and the United States District Court located in or serving Maricopa County, Arizona and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guaranty or any of the other Franchising Agreements or in any way connected with or related or incidental to the dealings of Guarantor and Franchisor in respect of this Guaranty or any of the other Franchising Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Franchisee and Franchisor or the conduct of any such persons in connection with this Guaranty, the other Franchising Agreements or otherwise shall be heard only in the courts described above (except that Franchisor shall have the right to bring any action or proceeding against Guarantor or his or her property in the courts of any other jurisdiction which Franchisor deems necessary or appropriate in order to realize on any collateral at any time granted by Franchisee or Guarantor to Franchisor or to otherwise enforce its rights against Guarantor or his or her property).

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

GUARANTOR

____
_______________, Individually

ADDRESS:

TELEPHONE NO.:_______________

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _______________%

ATTACHMENT D

TELEPHONE NUMBER AND WEBSITE URL ASSIGNMENT AGREEMENT

THIS TELEPHONE NUMBER AND WEBSITE URL ASSIGNMENT AGREEMENT is made this _____ day of ___________________, 20____, between Shine Development, LLC ("**we**," "**us**", "**our**", or "**Franchisor**") and the franchisee named below ("**you**", "**your**", or "**Franchisee**").

BACKGROUND

A. The parties are entering into one or more SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING Franchise Agreements.

B. As a condition to signing the Franchise Agreement(s), we have required that you assign all of your right, title and interest in the telephone numbers and website URLs relating to the SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING Franchise(s) to us upon the expiration or termination of any of the Franchise Agreements.

The parties agree as follows:

TERMS

1. **Assignment**. In order to secure continuity and stability of our operation of the SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING System, immediately upon the expiration or termination of any of your SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING Franchise Agreement(s), this Agreement constitutes your automatic assignment to us all of your right, title and interest in and to certain telephone numbers, telephone listings, and website URLs pursuant to the expired or terminated SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING Franchise Agreement(s) without further action on your part. Your "website URLs" refers to any internet domain names you register, adopt, or use to promote your SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING franchise, including any URLs listed on Exhibit A here.

2. **Assumption**. We, in consideration of the transfer of telephone numbers and website URLs, assume, as of this date, all future obligations of the present subscriber for the telephone numbers and website URLs.

3. **Your Representation and Warranties**. You represent, warrant and covenant to us that:

(a) As of the effective date of the Assignment, all of your obligations and indebtedness for telephone and URL hosting services must be paid and current.

(b) As of the date of this Agreement, you have full power and legal right to enter into, sign, deliver and perform this Agreement.

(c) This Agreement is your legal and binding obligation enforceable in accordance with its terms.

(d) The signing, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which you are a party or by which you are bound, and no consent of nor approval by any third party is required.

(e) You have the specific power to assign and transfer your right, title and interest in your telephone numbers and website URLs and you have obtained all necessary consents to this Assignment.

4. **Further Actions**. You agree to take any other steps and execute any other documents required by the telephone service provider and domain name hosting company to make the assignments contemplated by this Agreement.

5. **Miscellaneous**. The validity, construction and performance of this Assignment is governed by the laws of the State of Arizona. All agreements, covenants, representations and warranties made in this Agreement survive the signing of this Agreement. All our rights inure to our benefit and to the benefit of our successors and assigns.

FRANCHISOR: **SHINE DEVELOPMENT, LLC**	**FRANCHISEE:**
By:______________________________ Name/Title	By: ______________________________ Name/Title:

ATTACHMENT D-1

TELEPHONE NUMBER AND WEBSITE URL ASSIGNMENT AGREEMENT

[list web URLs here]

ATTACHMENT E

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This "Agreement" made as of the ____ day of _____________, 20___, is by and between ____, ("Franchisee") and ____ ("Individual").

W I T N E S E T H:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _______________, 20__ ("Franchise Agreement") by and between Franchisee and the Shine Development, LLC ("Company"); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) residential and commercial window cleaning, pressure washing, house detailing, and holiday and outdoor lighting services, and other services the same as or similar to those provided by Franchisee or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, current, former or prospective client list and related information, lists of actual or potential customers or suppliers) related to or used in SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING Businesses that is not commonly known by or available to the public and that information: (i) derives 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 (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "Confidential Information" means technical and non-technical information used in or related to SHINE WINDOW CARE AND SHINE

HOLIDAY LIGHTING Businesses s that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Confidential Operations Manual and training guides and materials. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as “Trade Secrets” or “Confidential Information” shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee’s providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) Individual’s obligations under Section 2(a) of this Agreement shall continue in effect after termination of Individual’s relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual’s obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING Business.

3. Non-Competition

a) During the term of Individual’s relationship with Franchisee and for a period of twenty-four (24) months after the expiration or termination of Individual’s relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, divert or attempt to divert any business or customer of Franchisee to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company’s service mark” SHINE WINDOW CARE” or “SHINE HOLIDAY LIGHTING” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING Businesses or the Company's uniform standards, methods, procedures and specifications for the establishment and operation of SHINE WINDOW CARE AND SHINE HOLIDAY LIGHTING Businesses.

b) During the term of Individual's relationship with Franchisee, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within the United States without the express written consent of Franchisor.

c) Except as otherwise approved in writing by Franchisor, Individual shall not, for a period of twenty-four (24) months after the termination of the Individual's relationship with Franchisor, either directly or indirectly, own an interest in, manage, or operate any Competitive Business in the Franchisee's Protected Area (as defined in the Franchisee's Franchise Agreement), or within a twenty (20) mile radius from the Franchisee's Protected Area that Individual was previously affiliated with.

d) During the term of Individual's relationship with Franchisee and for a period of twenty-four (24) months thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any customer or other business associate of Franchisee, Company or any other SHINE WINDOW CARE and SHINE HOLIDAY LIGHTING Business to compete against, or terminate or modify their business relationship with, Franchisee, Company or any other SHINE WINDOW CARE and SHINE HOLIDAY LIGHTING Business.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Maricopa County, Arizona. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorney’s fees, investigative fees, administrative fees billed by such party’s attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

f) The failure of either party to insist upon performance in any one or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The Section headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one original being delivered to each party as of the day and year first above written.

INDIVIDUAL:	**FRANCHISEE:**
Signature: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

ATTACHMENT F

LEASE RIDER

Addendum to Lease

THIS AGREEMENT is made and entered into this _____ day of ________________, 20____, by and among SHINE DEVELOPMENT LLC, a Delaware limited liability company (hereinafter referred to as "Franchisor"), ____ (hereinafter referred to as "Landlord"), with its principal offices at ____, and ____ (hereinafter referred to as "Tenant"), with its principal offices at ____.

WITNESSETH:

WHEREAS, Landlord and Tenant have executed a lease agreement dated ______, 20___ (the "Lease") for the premises located at ____ (the "Leased Premises") for use by Tenant as a business to be opened pursuant to Franchisor's proprietary marks and system in connection with a Franchise Agreement dated ________________________, by and between Franchisor and Tenant (the "Franchise Agreement");

WHEREAS, a condition to the approval of Tenant's specific location by Franchisor is that the Lease for the Leased Premises designated for the operation of a "Shine," "Shine Window Care®" and "Shine Holiday Lighting®" franchised business (hereinafter the "Franchised Business") contain the agreements set forth herein;

WHEREAS, Landlord acknowledges that Franchisor requires the modifications to the Lease set forth herein as a condition to its approving the Leased Premises as a site for the Franchised Business, and that Landlord agrees to modify and amend the Lease in accordance with the terms and conditions contained herein; and

WHEREAS, according to Section 1.04.09. of the Franchise Agreement, all rights, title and interest in and to the Lease must be assigned to Franchisor, at Franchisor's option, upon the termination of the Franchise Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Use Clause. The Leased Premises shall be used solely for the operation of a SHINE Franchised Business and identified by the marks "Shine," "Shine Window Care®" and "Shine Holiday Lighting®" or any other name specified by Franchisor. Landlord acknowledges that such use shall not violate any then-existing exclusives granted to any existing tenant of Landlord. Landlord consents to Tenant's use of Franchisor's marks and signs, décor items, color schemes and related components of Franchisor's proprietary system.

2. Notices. Landlord shall mail to Franchisor copies of any letters and notices it gives to Tenant related to the Lease or the Leased Premises concurrently with giving such letters and notices to Tenant. If Tenant fails to cure any default within the period provided in the Lease, if any, Landlord shall give Franchisor immediate written notice of such failure to cure.

3. Termination of the Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated for any reason during the term of the Lease or any extension thereof, Tenant, upon the written request of Franchisor, shall assign to Franchisor all of its rights, title and interest in and to the Lease, and Franchisor or any affiliate designated by Franchisor will agree to assume from the date of assignment all of Tenant's obligations remaining under the Lease, and will assume Tenant's occupancy rights, and the right to sublease the premises, for the remainder of the term of the Lease. If Franchisor elects to accept the assignment of the Lease from Tenant, it shall give Tenant and Landlord written notice of its election to acquire the leasehold interest. Landlord hereby consents to the assignment of the Lease from Tenant to Franchisor, and shall not charge any fee or accelerate rent under the Lease. Alternatively, in the event of a termination of the Franchise Agreement, Franchisor may elect to enter into a new lease with Landlord containing terms and conditions no less favorable than the Lease. Upon Landlord's receipt of written notice from Franchisor advising Landlord that Franchisor elects to enter into a new lease, Landlord shall execute and deliver such new lease to Franchisor for its acceptance. Landlord and Tenant shall deliver possession of the Leased Premises to Franchisor, free and clear of all rights of Tenant or third parties, subject to Franchisor's executing an acceptance of the assignment of Lease or new lease, as the case may be.

4. Tenant's Agreement to Vacate Leased Premises. Tenant agrees to peaceably and promptly vacate the Leased Premises and (subject to Franchisor's right to acquire any such property pursuant to its Franchise Agreement with Tenant) to remove its personal property therefrom upon the termination of the Franchise Agreement. Any property not removed or otherwise disposed of by Tenant shall be deemed abandoned.

5. Delivery of Possession. If Landlord may not legally obtain possession of the Leased Premises or if Landlord is unable to deliver the Leased Premises to Franchisor within one month from the date Franchisor notifies Landlord of its election to continue the use of the Leased Premises, then Franchisor shall have the right at any time thereafter to rescind its election to acquire a leasehold interest in the Leased Premises and to terminate the Lease or any new lease between it and Landlord for the Leased Premises, and Landlord shall release Franchisor from all of its obligations under the Lease or any new lease.

6. Entry. Franchisor may enter the Leased Premises without the consent of Landlord or Tenant to make any modification necessary to protect Franchisor's system or marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort.

7. Amendment of Lease. Landlord and Tenant agree not to amend the Lease in any respect, except with the prior written consent of Franchisor.

8. Franchisor Not a Guarantor. Landlord acknowledges and agrees that, notwithstanding any terms or conditions contained in this Agreement or any other agreement, Franchisor shall in no way be construed as a guarantor or surety of Tenant's obligations under the Lease. Notwithstanding the foregoing, in the event Franchisor becomes the tenant by assignment of the Lease in accordance with the terms hereof or enters into a new lease with Landlord, then Franchisor shall be liable for all of the obligations of Tenant on its part to be performed or observed under the Lease or a new lease.

9. Document to Govern. The terms and conditions contained herein modify and supplement the Lease. Whenever any inconsistency or conflict exists between this Addendum and the Lease, the terms of the Addendum shall prevail.

10. Waiver. Failure of Franchisor to enforce or exercise any of its rights hereunder shall not constitute a waiver of the rights hereunder or a waiver of any subsequent enforcement or exercise of its rights hereunder.

11. Amendment of Agreement. This Agreement may be amended only in writing signed by all parties hereto.

12. Notices. All notices shall be by certified mail to Franchisor at Franchise Administration Department at 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251 or 800-513-1794, and to the other parties as designated in the heading of this Agreement or to such other addresses as the parties hereto may, by written notice, designate.

13. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, successors, assigns, and legal representatives.

14. Severability. If any provision of this Agreement or any part thereof is declared invalid by any court of competent jurisdiction, such act shall not affect the validity of this Agreement and the remainder of this Agreement shall remain in full force and effect according to the terms of the remaining provisions or part of provisions hereof.

15. Remedies. The rights and remedies created herein shall be deemed cumulative and no one of such rights or remedies shall be exclusive at law or in equity of the rights and remedies which Franchisor may have under this or any other agreement to which Franchisor and Tenant are parties.

16. Attorneys' Fees. If any action is instituted by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred in connection therewith.

17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Leased Premises are located.

18. Certain Acknowledgments. Landlord and Tenant acknowledge and agree that all interior and exterior signage and related items (collectively the "Leased/Licensed Assets") are the sole property of Franchisor. Tenant shall have no rights to pledge in any manner the Leased/Licensed Assets and Landlord shall have no rights to place any liens on or make any claims to the Leased/Licensed Assets.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Landlord:

By:____________________________

Name:_________________________

Title:___________________________

Franchisee (Tenant):

By: _______________________________

Name: ____________________________

Title: ______________________________

Franchisor:

SHINE DEVELOPMENT LLC

By:________________________________

Name:_____________________________

Title:______________________________

EXHIBIT C

List of Current Franchisees[1]
As of December 31, 2025

Franchisee	Contact	Franchise ID	Address	Phone
ARIZONA				
Swirz Solutions LLC	Wade Swirz	Chandler	3438 East Dolphin Ave, Mesa, AZ 85204	360-317-3452
Swirz Solutions LLC	Wade Swirz	Gilbert	3438 East Dolphin Ave, Mesa, AZ 85204	360-317-3452
COLORADO				
Summit Agile LLC	Matthew Arveson	Boulder	4791 Dorchester Circle, Boulder, CO 80301	303-518-5140
JKS Home Services, Inc.	Anthony John Corrigan; Kristen Corrigan	Castlerock	7338 S. Alton Way, Unit 16F Centennial, CO 80112	720-759-2326
JKS Home Services, Inc.	Anthony John Corrigan; Kristen Corrigan	Centennial	7338 S. Alton Way, Unit 16F Centennial, CO 80112	720-759-2326
Shine Triple Play LLC	Wesley Mack	Denver/Aspen	3636 Bee Cave Road Suite 215 Austin, TX 78746	512-675-1204
JKS Home Services, Inc.[1]	John Corrigan	Littleton	10476 Willowwisp Way Highlands Rach, CO 80126	214-425-0499
FLORIDA				
Shine Broward LLC	Tamara Chase	Boca Raton	1150 SW 10th Ave, Suite 102E, Pompano Beach, FL 33069	954-881-0031
Shamgar Securities LLC	Jim Clark	Brandon	1612 Alder Way, Brandon, Florida 33510	850-339-9433
Melco Investments LLC	Keith Melvin	Cape Coral	11627 Timberline Cir. Fort Myers, FL 33966	239-747-1736
Shine Broward LLC	Tamara Chase	Fort Lauderdale	412 NW 27th Ave Fort Lauderdale, FL 33311	954-324-2930
Melco Investments LLC	Keith Melvin	Fort Myers	11627 Timberline Cir. Fort Myers, FL 33966	239-747-1736
Melco Investments LLC	Keith Melvin	Naples	11627 Timberline Cir. Fort Myers, FL 33966	239-747-1736
Wesley & Jessica Inc.	Wesley Lehman	North Orlando	530 S. Ronald Reagan Blvd. Suite 120, Longwood, FL 32750	407-634-1890
PRAOS Investments LLC	Christian Fisher	Palm Beach	1301 South Olive Ave, West Palm Beach, FL 33401	512-284-5951
Melco Investments LLC	Keith Melvin	Port Charlotte	11627 Timberline Cir. Fort Myers, FL 33966	239-747-1736

Franchisee	Contact	Franchise ID	Address	Phone
Shamgar Securities LLC	Jim Clark	Tampa	1612 Alder Way, Brandon, Florida 33510	850-339-9433

GEORGIA				
Georgia Home and Property SCA, LLC	Taylor and Rick Forbus	Alpharetta	1025 Nine North Drive, Ste. B Alpharetta, GA 30004	770-741-2837
The Riverstead Group, Inc	Edd Smith	Gainsville	688 New Bethel Rd, Carnesville, GA 30521	678-360-3531
Home Service Experts LLC	Adam Dalton	Marietta	2242 NW Parkway, Unit G/H, Marietta, GA 30067	678-793-2927
Delta 7 Inc	Stephan Velleman	North Georgia	75 Elliot Road, Ste 140, Dawsonville, GA 30534	678-898-0805
Home Service Experts LLC (2nd Location)	Adam Dalton	Roswell	2242 NW Parkway, Unit G/H, Marietta, GA 30067	678-793-2927
ILLINOIS				
Tongate, Inc	Gabriel Tongate	Champaign	409 W. Jefferson Street, Morton, IL 61550	309-680-5404
INDIANA				
Indy Radiance LLC	Louis V. Semona II and Brett DeCurtins	Carmel	4075 Beechwood, Cincinnati, OH 45229	531-561-6000
Indy Radiance LLC (2nd Location)	Louis V. Semona II and Brett DeCurtins	Fishers	4075 Beechwood, Cincinnati, OH 45229	531-561-6000
EASG Enterprise Inc	Amber Rivers	South Indianapolis	8273 Crosser Circle, Indianapolis, IN 46237	463-303-2883
KANSAS				
Barry Enterprises LLC	Devon Barry	Overland Park, KS	315 W 16th Terrace, Eudora, Kansas 66025	913-963-0267
Maryland				
SW Enterprise LLC	Sherida Whindleton	Bowie, MD	2107 Ruby Turn, Mitchellville, MD 20721	434-484-2668
MICHIGAN				
A2 Service LLC	Dave Russell	Ann Arbor	3787 Bens Trl, Traverse City, MI 49685	517-977-5884
Reif Enterprises LLC	Mark Haskin	Fenton	805 Townsend St. #3 Midland, MI 48640	989-267-0865
Haarsma Ventures LLC	Aaron Haarsma	Grand Rapids	2240 Byron Center SW Wyoming, MI 49519	616-208-4571
MGP Business Management LLC	Brandon Mathis	Grosse Pointe	50651 Wing Drive, Shelby Township, MI 48315	248-929-0839
Shine of Lansing LLC	Dave Russell	Lansing	4245 Okemos Road Okemos, MI 48864	517-225-0896
MGP Business Management LLC	Brandon Mathis	Macomb County	50651 Wing Drive, Shelby Township, MI 48315	248-929-0839
Reif Enterprises LLC	Mark Haskin	Midland	805 Townsend St. #3 Midland, MI 48640	989-267-0865
Northern Elite, LLC	James Chatel	Traverse City	820 Duell Road Traverse City, MI 49686	231-824-7042
Mathis Business Management LLC	Brandon Mathis	West Oakland	32733 Folsom Rd, Farmington Hills, MI 48336	248-929-0839

Ottawa County Window Cleaning LLC	Brett Jasch	West Michigan	520 Gordon St., Suite 2 Zeeland MI 49464	616-765-4009
MINNESOTA				
Jeff Hopwood	Jeff Hopwood	Minnetonka	7887 Fuller Rd. Ste 104 Eden Prairie, MN 55344	952-204-9986
NEVADA				
Ohnay Lahnay, Inc	Micah Kritzman	Las Vegas	10620 Southern Highlands Pkwy, Ste 110-486, Las Vega, NV 89141	702-755-7754
NEW YORK				
Fahrbach Management LLC	Don Fahrbach	Long Island	194 Quality Plaza Hicksville, NY 11801	516-255-4343
Fahrbach Suffolk LLC	Don Fahrbach	Suffolk	194 Quality Plaza Hicksville, NY 11801	516-255-4343
Apap Painting LLC[2]	George Apap	Westchester	1278 Route 311 Patterson NY 12563	845-878-344
NORTH CAROLINA				
Carolina Radiance LLC	Louis V. Semona II and Brett DeCurtins	Raleigh	4075 Beechwood, Cincinnati, OH 45229	531-561-6000
Glix Group, LLC	Kristen Glicksman and Evan Glicksman	Belmont	658 Griffith Rd, Suite 119, Charlotte, NC 28017	980-243-4124
OKLAHOMA				
Shine of OKC Metro LLC	Tyler Cox	North Oklahoma City	5204 N Rockwell, Suite A Bethany, OK 73008	405-351-6359
OHIO				
Radiant Development Group LLC	Louis V. Semona II and Brett DeCurtins	Cincinnati	6306 Madison Road Cincinnati, OH 45227	513-561-6000
ORH Services LLC	Robert Haas	North Columbus	8814 Sandy Ln, Plain City, OH 43064	614-900-2622
PENNSYLVANIA				
Harper Industries LLC	Nick Harper	Cranberry Township	103 Stonefield Dr, Cranberry, Pennsylvania 16066	724-612-9006
Keystone Gardening, Inc.[2]	Michael Garrison	Havertown	250 Conestoga Road Wayne, PA 19087	610-839-8126
SOUTH CAROLINA				
Shine Holiday Lighting of SC Inc. [2,3]	George Crouch	East & West Columbia	3021 McNaughton Drive Suite 9 Columbia, SC 29223	803-573-3868
Shine Holiday Lighting of SC Inc. [2,3]	George Crouch	East & West Columbia	3021 McNaughton Drive Suite 9 Columbia, SC 29223	803-573-3868
Bar Lina Industries Corporation	Bart Capristo	York County	2012 West Highway 160, Ste 22, Fort Mill, SC 29708	839-232-8310
TENNESSEE				
Southern Lawn and Pest, Inc. [2]	Steve Clark	East Memphis	214 Quinton Drive Munford, TN 38058	901-881-5406

Shine of Franklin LLC	Dave Haskin; Mindi Haskin	Franklin	1035 Parkway Drive #11B Springhill, TN 37174	651-240-2784
Alden Home Services LLC	Myles Alden	Knoxville	136 Whippoorwill Dr, Oak Ridge, TN 37830	865-399-3718
Alden Home Services LLC (2nd location)	Myles Alden	Oak Ridge	136 Whippoorwill Dr, Oak Ridge, TN 37830	865-399-3718
TEXAS				
Gator Business Management Inc.	Cami Wilson	Austin 4 Points	6811 N. Ranch Road 620 Austin, TX 78732	512-915-0600
Shine of South Austin, LLC	Lee DeJonge	Cedar Park	700 S. Bell Blvd. Suite F007 Cedar Park, TX 78613	512-675-1261
Shine Triple Play, LLC	Wesley Mack	Dallas Highland Park	6170 Sherry Lane, Suite 120 Dallas, Texas 75225	512-632-6577
Gator Plano Frisco LLC	Cami Wilson	Frisco/Plano	11975 Cleveland Gibbs Rd, Unit 112, Roanoke, TX 76262	512-915-0600
Shine of South Austin, LLC	Lee DeJonge	Lakeway	700 S. Bell Blvd. Suite F007 Cedar Park, TX 78613	512-675-1261
Gator Plano Frisco LLC	Cami Wilson	Plano	11975 Cleveland Gibbs Rd, Unit 112, Roanoke, TX 76262	512-915-0600
3 Lazy B LLC	Shane Brewer; Shawna Brewer	Rockwall	1008 Ridge Road Rockwall, TX 75087	972-584-1581
BKOK Investments, LC	Braden Werley	East San Antonio	11005 Osgood Street, San Antonio, TX 78233	512-659-8789
BKOK Investments, LC	Braden Werley	West San Antonio	11005 Osgood Street, San Antonio, TX 78233	512-659-8789
Gator Dallas Business LLC	Cami Wilson	Southlake	2211 E Continental Blvd Suite 170 Southlake, TX 76092	817-677-6647
Shine Window Care of Houston, LLC	Travis Hansen	West Houston	16920 Kuykendahl Rd. Ste. 104 Houston, TX 77068	281-949-7996
HTH Enterprises LLC[4]	Travis Hansen	Bellaire	5250 Gulfton St, Houston, TX 77081	713-903-9834
D&S Westlake Enterprises LLC	Suleima Alkusari; Darrell Schultz	Westlake	3636 Bee Cave Road Suite 215 Austin, TX 78746	512-757-1157
VIRGINIA				
JnX LLC	Uche Njoku	Alexandria	7964 Conell Court, Suite B, Lorton, VA 22079	404-934-5168
JnX LLC (2nd location)	Uche Njoku	Arlington	7964 Conell Court, Suite B, Lorton, VA 22079	404-934-5168
JnX LLC (3rd location)	Uche Njoku	Great Falls	7964 Conell Court, Suite B, Lorton, VA 22079	404-934-5168
KQV, Inc	Karen & Walter Crenshaw	Richmond North	1811 Huguenot Road, Building D, Unit #402, Midlothian, VA 23114	804-314-9638

KQV, Inc	Karen & Walter Crenshaw	Richmond South	1811 Huguenot Road, Building D, Unit #402, Midlothian, VA 23114	804-314-9638

Note 1: The listed franchises above are based on Protected Areas serviced by the franchisees whether under a single franchise agreement or multiple franchise agreements.

Note 2: This franchised business offers holiday lighting services only. We no longer offer holiday lighting only franchised businesses.

Note 3: Franchisee originally operated 2 units with both units offering holiday lighting only. He has since closed his holiday lighting only units and reopened as a fully operational Shine Franchise.

Note 4: In January 2022, WRK ATX Holdings, LLC terminated the franchise agreement and sold all their interest to the Franchisor, subsequently the Bellaire protected area was sold by the Franchisor to HTH Enterprises, LLC.

List of Franchisees With A Signed Franchise Agreement But Outlet Not Opened As of December 31, 2025

Franchisee	Contact	Location Name	Address	Phone
Delta 7 Inc	Stephan Velleman	Roswell, GA	7610 Fireside Farm Dr, Dawsonville, GA 30534	562-292-2829
Tongate, Inc	Gabriel Tongate	Champaign	409 W. Jefferson Street, Morton, IL 61550	309-680-5404
Freedom Services LLC	Michael Thomas	West Nashville	812 Caldwell Drive, Goodlettsville, TN 37072	615-960-5811

List of Former Franchises As of December 31, 2025

Transferred:

Franchisee	Contact	City/State	Phone
Shine of East Valley	Jake & Melissa Baxter	Chandler, AZ	480-349-9666
Shine of East Valley	Jake & Melissa Baxter	Gilbert, AZ	480-349-9666
Shine of Port Charlotte	David Butler	Port Charlotte, FL	989-948-4880
Shine of Carmel	Frank Chapa	Carmel, IN	317-379 -4640
Shine of Fishers	Frank Chapa	Fishers, IN	317-379 -4640
Shine of Ann Arbor	Brett Jasch	Ann Arbor, MI	734-339-2191
Shine of Grosse Point	Mark Haskin	Grosse Pointe, MI	989-267-0865
Shine of Macomb	Mark Haskin	Macomb County, MI	989-267-0865
Shine of Raleigh	Jon Smith	Raleigh, NC	919-634-6548

Reacquired by Franchisor:

Franchisee	Contact	City/State	Phone
None			

Terminated or Non-Renewal:

Franchisee	Contact	City/State	Phone
Shine of Kalamazoo	Mark Haskin	Kalamazoo, MI	989-267-0865
Shine of the Woodlands	Travis Hansen	The Woodlands, TX	281-615-8989

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

Operations Manual

Shine Development LLC

800.513.1794

CONFIDENTIAL

Shine

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EXHIBIT E

LIST OF STATE ADMINISTRATORS

California Department of Financial Protection and Innovation 320 W. 4th Street, Suite 750 Los Angeles, California 90013 866-275-2677	New York NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Fl New York, New York 10005 212-416-8222
Hawaii Department of Commerce & Consumer Affairs Business Registration Division 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 808-586-2722	North Dakota Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712
Illinois Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Rhode Island Department of Business Regulation John O. Pastore Complex 1511 Pontiac Avenue , Bldg. 69-1 Cranston, Rhode Island 02920 401-462-9500
Indiana Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 317-232-6681	South Dakota Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 605-773-3563
Maryland Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 410-576-7042	Virginia State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 804-371-9051
Michigan Department of the Attorney General Consumer Protection Division, Franchise Section 525 Ottawa Street G. Mennen Williams Building, 6th Floor Lansing, Michigan 48909 517-373-7117	Washington Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507 360-902-8760
Minnesota Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 651-539-1500	Wisconsin Division of Securities Department of Financial Institutions 345 West Washington Avenue Madison, Wisconsin 53703 608-261-9555

LIST OF AGENTS FOR SERVICE OF PROCESS

STATE	AGENT
California	Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 www.dfpi.ca.gov Email: Ask.DFPI@dfpi.ca.gov
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Office of Attorney General 500 S. Second Street Springfield, Illinois 62706
Indiana	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204
Maryland	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021
Michigan	Michigan Department of Labor & Economic Growth Commercial Services & Corporations Bureau 611 West Ottawa Street Lansing, Michigan 48909
Minnesota	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198
New York	Secretary of State 99 Washington Avenue Albany, New York 12231
North Dakota	North Dakota Securities Commissioner State of North Dakota 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505
Rhode Island	Director Department of Business Regulation 1511 Pontiac Avenue, Bldg., 69-1 Cranston, Rhode Island 02920

STATE	AGENT
South Dakota	Director, Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501
Virginia	Clerk, of the State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 1st Floor Richmond, Virginia 23219
Washington	Director, Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501
Wisconsin	Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Avenue, Suite 300 Madison, Wisconsin 53703

EXHIBIT F

GENERAL RELEASE (SAMPLE FORM)

THIS GENERAL RELEASE is made and given on this ____ day of ________, 20__ , by ____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of ______ _____________________________________, in consideration of:

_______ the execution by Shine Development, LLC, a Delaware limited liability company ("RELEASEE"), of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

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

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

_______ ____ [insert description]

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

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

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

RELEASOR:________________________________
(type/print name)
By: ________________________________
Name:________________________________
Title:________________________________
(or, if an individual)

Signed:________________________________
Name printed:________________________________

ACKNOWLEDGMENT

State of ________________________)

) ss

County of ______________________)

On this ____ day of ______________, 20____ before me personally came __________________, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the ______________________ (title) of ________________________ ________________________________ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

________________________________ (NOTARIAL SEAL)

Notary Public

My Commission Expires:

____

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

EXHIBIT G

ACH/EFT TRANSFER AUTHORIZATION

ELECTRONIC FUNDS TRANSFER
AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO
SHINE DEVELOPMENT, LLC ("PAYEE")

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

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

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

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

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

Name of Depository (Bank Name): ______________ Bank Account Name: _____________

Bank Acct #: ____________________ Routing #: ___________________________________

(Please attach one voided check for the above account)

Franchise Location Name: ____

By: ____

Title of Authorized Representative (Depositor): ________________________________

Date: ____________________

EXHIBIT H

Intentionally Omitted

EXHIBIT I

FRANCHISEE DISCLOSURE QUESTIONNAIRE

(THIS FRANCHISEE DISCLOSURE QUESTIONNAIRE WILL NOT BE USED IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN).

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Shine Development, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, Shine Development, LLC will be referred to as "Franchisor." You will be referred to as "Franchisee." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

FRANCHISEE'S ACKNOWLEDGMENTS

1. Franchisee acknowledges, expressly represents, and warrants that it has received and personally reviewed the Shine Development, LLC Franchise Agreement and each exhibit, attachment, addendum and schedule attached to it.

________ [Franchisee's Initials]

2. Franchisee acknowledges and understands all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it.

________ [Franchisee's Initials]

3. Franchisee acknowledges, expressly represents, and warrants that it has received and personally reviewed Franchisor's Disclosure Document Franchisor has provided to Franchisee.

________ [Franchisee's Initials]

4. Franchisee acknowledges and agrees that it understands all of the information contained in the Disclosure Document.

________ [Franchisee's Initials]

5. Franchisee acknowledges, expressly represents, and warrants that it has discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and that it understands those risks.

________ [Franchisee's Initials]

6. Franchisee acknowledges and understands that the success or failure of its business will depend in large part upon its skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors.

________ [Franchisee's Initials]

7. Franchisee acknowledges, expressly represents, and warrants that no employee or other person speaking on Franchisor's behalf has made any statement or promise concerning the revenues or profits of the Franchised Business that Franchisor or its franchisees operate.

________ [Franchisee's Initials]

8. Franchisee acknowledges, expressly represents, and warrants that no employee or other person speaking on Franchisor's behalf has made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document.

________ [Franchisee's Initials]

9. Franchisee acknowledges, expressly represents, and warrants that no employee or other person speaking on Franchisor's behalf has made any statement or promise concerning the likelihood of success that Franchisee should or might expect to achieve from operating a Franchised Business.

________ [Franchisee's Initials]

10. Franchisee acknowledges, expressly represents, and warrants that no employee or other person speaking on Franchisor's behalf has made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that Franchisor will furnish to Franchisee that is contrary to, or different from, the information contained in the Disclosure Document.

________ [Franchisee's Initials]

12. Franchisee acknowledges and understands that in all dealings with Franchisee, Franchisor's officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between Franchisor and Franchisee.

________ [Franchisee's Initials]

13. Franchisee acknowledges and understands that its answers are important to Franchisor and that Franchisor will rely on them.

________ [Franchisee's Initials]

Comments. (Attach additional pages, if necessary.)

____

____

____

____

The following only applies to Maryland residents and/or franchises to be operated in the State of Maryland:

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

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

Name of Franchisee/Applicant:

Date: ____________ By: ______________________________

____

Name of Franchisee/Applicant:

Date: ____________ ______________________________

_________________ Individually

EXHIBIT J

STATE SPECIFIC ADDENDA

FOR THE STATE OF CALIFORNIA

1. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation or endorsement by the commissioner.**

2. "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 OFFERING CIRCULAR".

3. The following is added to the last paragraph of the cover page of the disclosure document:

OUR WEBSITE (www.shinewindowcare.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

4. Item 3 is supplemented by the following:

Neither we, nor any person or franchise broker in Item 2 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, 15 U.S.C.A. 78a. et seq., suspending or expelling such person from membership in such association or exchange.

5. Item 17 is supplemented by the following:

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516.) Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043). California Business and Professions Code Sections 20000 – 20043 provide rights to franchisees concerning transfer, termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to the extent void under California Business and Professions Code Section 16600.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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

The Franchise Agreement requires the application of the laws of Arizona. This provision may be unenforceable under California law.

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

7. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall note exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

8. Under California law, an agreement between the seller and a buyer regarding the price at which they buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

FOR THE STATE OF ILLINOIS

Item 5 is supplemented by the following:

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Item 17 is supplemented by the following:

Section 705/4 of the Illinois Franchise Disclosure Act of 1987 (the "Illinois Franchise Disclosure Act") provides that any provision in the Franchise Agreement that designates venue outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois; however, the Agreement may provide for arbitration in a forum outside of Illinois.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, 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.

Illinois law shall apply to and govern the Franchise Agreement.

The conditions under which your franchise can be terminated and your rights on renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

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

FOR THE STATE OF INDIANA

The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action arising under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act and prohibits limiting litigation brought for breach of the agreement in any manner whatsoever;

1. Item 12, "Territory," shall be amended by the addition of the following paragraph: we will not compete unfairly with you within a reasonable area;

2. The Indiana Deceptive Franchise Practices Act makes it unlawful to require a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area of greater than the exclusive area granted by the franchise agreement or, in the absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise;

3. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(p) (Death or disability of franchisee): You will have a period of 180 days following disapproval to sell the franchise to an assignee acceptable to us.

4. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(c) (Requirements for franchisee to renew or extend): Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively asset to a release, assignment, novation, waiver or estoppel which purports to relieve us from liability imposed by Indiana State Code 23-2-2.7.

5. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(m) (Conditions for franchisor approval of transfer): Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively asset to a release, assignment, novation, waiver or estoppel which purports to relieve us from liability imposed by Indiana State Code 23-2-2.7.

6. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(v) (Choice of forum): Choice of forum for any litigation permitted under the Franchise Agreement in any jurisdiction other than Indiana may be unenforceable as a limitation on litigation under IC 23-2-2.7-1(1). We may not require that you agree to participate in any form of alternate dispute resolution other than arbitration before an independent arbitrator.

7. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(w) (Choice of law): The choice of Arizona law shall be subject to the superseding provisions in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7.

FOR THE STATE OF MARYLAND

Item 5 of the disclosure document is supplemented by the following:

The Maryland Securities Division requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement. The collection of the initial franchise fee will be deferred until we have fulfilled our initial pre-opening obligations to you and you are open for business.

Item 17 of the disclosure document is supplemented as follows:

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

Any provisions requiring you to sign a general release of claims against us, including upon renewal, transfer or any amendment of the Franchise Agreement, does not release any claim you may have under the Maryland Franchise Registration and Disclosure Law.

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

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the General Release attached as Exhibit F-1 shall operate to release us from any liability under the Maryland Franchise Registration and Disclosure Law.

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

Exhibit I – Franchisee Disclosure Questionnaire is deleted in its entirety.

FOR THE STATE OF MINNESOTA

Item 6 of the disclosure document is supplemented by the following:

Type of Fee[1]	Amount	Due Date	Remarks
Insufficient Funds Fee	Our then current rate, currently $100 per occurrence *For residents of Minnesota and franchises operated in Minnesota the fee is $30.00 per occurrence*	As invoiced	Payable only if you have insufficient funds in your bank account for us to process electronic funds transfer. Our rate is subject to change.

The following supplements Item 13:

The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12.Subd.1(g).

Item 17 of the Franchise Disclosure Document is supplemented by the following:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3- 5 which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring wavier of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J).

Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

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

FOR THE STATE OF NEW YORK

The following information is added to the Cover Page of the Franchise Disclosure document:

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

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

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

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

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

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

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

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

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

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

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

5. The following is added to the "Summary" section of Item 17(v), titled "**Choice of forum franchisor**", and item 17(w), titled "**Choice of law**":

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

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

7. Receipts. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

FOR THE STATE OF NORTH DAKOTA

1. The Securities Commissioner for the State of North Dakota has held that the provisions stated below in (a) through (h) are unfair, unjust, or inequitable to North Dakota Franchisees (Section 51-19-09, N.D.C.C.) and may be unenforceable under North Dakota Law:

   (a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement;

   (b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

   (c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;

(d) A provision requiring a choice of law contrary to the North Dakota Franchise Investment Law;

(e) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;

(f) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;

(g) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages; and

(h) A provision requiring the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the Franchise Agreement.

2. North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

3. The site of any mediation or arbitration of the parties' disputes shall be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation shall be Fargo, North Dakota.

FOR THE STATE OF RHODE ISLAND

Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(v) (Choice of forum) and Item 17(w) (Choice of law):

> § 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 this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

FOR THE STATE OF SOUTH DAKOTA

The "Summary" section in Item 17(q) (Non-competition covenants during the term of the franchise) and Item 17(r) (Non-competition covenants after the franchise is terminated or expires) are amended by the following language:

> Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

FOR THE STATE OF VIRGINIA

Item 5 of the Franchise Disclosure Document is revised to include the following:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document is supplemented by the following:

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

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

Washington Addendum to the Franchise Disclosure Document, The Franchise Agreement, and all Related Agreements.

1. **Conflict of Laws**. In the event of a conflict of laws, the provisions of the Washington franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation**. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees**. Transfer fees are collectable only to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee’s business for any reason during the term

of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or

complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

FOR THE STATE OF WISCONSIN

Item 17 of the disclosure document is supplemented by the following:

For franchisees subject to the Wisconsin Fair Dealership Law, Ch. 135, Stats., provisions in the Fair Dealership Law supersede any inconsistent provisions of the Franchise Agreement or a related contract.

EXHIBIT K

STATE EFFECTIVE DATES

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

STATES	EFFECTIVE DATE
California	Pending
Hawaii	Not Registered
Indiana	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L
RECEIPT

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

If Shine Development, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Michigan requires that Shine Development, LLC give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires us to provide you the disclosure document to you by the earliest of (1) the first personal meeting; or (2) ten business days before the execution of the franchise or other agreement; or (3) payment of any consideration that relates to the franchise relationship.

If Shine Development, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A. Our agents for service of process are listed in Exhibit E .

Date of Issuance: April 24, 2026

The Franchise Seller(s) for this offering are:

☐	☐	☐	☐
Christopher Fisher	Brett Marhenke		
6424 San Ru Ave, Ste A	6424 San Ru Ave, Ste A		
Jenison, MI 49428	Jenison, MI 49428		
800-513-1794	800-513-1794		

I have received a disclosure document dated April 24, 2026. State registration effective dates are listed on the State Effective Dates page. The disclosure document included the following Exhibits:

A. Financial Statements
B. Franchise Agreement with Attachments
C. List of Current and Former Franchisees
D. Operations Manual Table of Contents
E. List of State Administrators and Agents for Service of Process
F. Sample General Release Agreement
G. ACH/EFT Transfer Authorization
H. Intentionally Omitted
I. Franchise Disclosure Questionnaire
J. State Specific Addenda
K. State Effective Dates
L. Receipt

DATED: ______________________

____
Prospective Franchisee

Individually and as an officer, partner, member or manager of _____________________________, a __________________ organized under the laws of ________________________.

[KEEP THIS RECEIPT FOR YOUR RECORDS]

RECEIPT

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

If Shine Development, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Michigan requires that Shine Development, LLC give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires us to provide you the disclosure document to you by the earliest of (1) the first personal meeting; or (2) ten business days before the execution of the franchise or other agreement; or (3) payment of any consideration that relates to the franchise relationship.

If Shine Development, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A. Our agents for service of process are listed in Exhibit E .

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H. Intentionally Omitted
I. Franchise Disclosure Questionnaire
J. State Specific Addenda
K. State Effective Dates
L. Receipt

DATED: ______________________

____
Prospective Franchisee

Individually and as an officer, partner, member or manager of _____________________________, a __________________ organized under the laws of ________________________.

[RETURN THIS COMPLETED FORM TO SHINE DEVELOPMENT, LLC
8100 E. Indian School Road, Suite 201
Scottsdale, AZ 85251]