

# FRANCHISE DISCLOSURE DOCUMENT



Fish Window Cleaning Services, Inc.

A Missouri Corporation

200 Enchanted Parkway

Manchester, Missouri 63021

1-877-707-3474

[www.fishwindowcleaning.com](http://www.fishwindowcleaning.com)

franchisedevelopment@fishwindowcleaning.com

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

The total investment necessary to begin operation of a FISH WINDOW CLEANING business ranges from ~~\$105,300~~ \$106,800 to ~~\$121,500~~ \$123,000 for a Small Package. This includes between \$61,400 and \$62,900 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a FISH WINDOW CLEANING business ranges from ~~\$127,500~~ \$129,000 to ~~\$140,800~~ \$142,300 for a Standard Package. This includes between \$71,400 and \$72,900 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a FISH WINDOW CLEANING business ranges from ~~\$152,700~~ \$154,200 to ~~\$170,000~~ \$171,500 for an Executive Package. This includes between \$86,400 and \$87,900 that must be paid to the franchisor or its affiliates.

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

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

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

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

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

ISSUANCE DATE: ~~March 31~~ April 2, 2023 2024

FISH WINDOW CLEANING – ~~2023~~ 2024 FDD

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## How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	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 Exhibits C and D.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only FISH WINDOW CLEANING business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a FISH WINDOW CLEANING franchisee?</b>	Item 20 or Exhibits C and D list current and former franchisees. You can contact them to ask about their experiences.

<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

**Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Missouri. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Missouri than in your own state.

**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.

**Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though 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.

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

**THE FOLLOWING PROVISIONS APPLY ONLY TO  
TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW**

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed franchisee to meet the franchisor's then current reasonable qualifications or standards.

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

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

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

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

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

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

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

Any questions regarding the notice should be directed to:

State of Michigan  
Consumer Protection Division  
Attention: Franchise  
G. Mennen Williams Building, First Floor  
525 West Ottawa  
Lansing, Michigan 48933  
Telephone: 517-373-7117

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



**EXHIBITS:**

- A. List of State Administrators and Agents to Receive Service of Process
- B. Franchise Agreement with Schedules A (Data Sheet), B (ACH Form), C (Personal Guarantee), D (Acknowledgement Addendum), E (Telephone Number and Internet Agreement); F (Confidentiality Agreement), G (Lease Addendum and Collateral Assignment of Lease), H (SBA Addendum), I (State Addendum), J (Semi Absentee Owner Addendum).
- C. List of Franchisees
- D. List of Franchisees Who Have Left the System
- E. Financial Statements
- F. List of Trademark-Specific Franchisee Organizations
- G. Table of Contents for the Fishing Hole
- H. Renewal Addendum and Release (Sample)
- I. Termination and Release Agreement
- J. General Release
- K. State Addenda
- L. State Effective Dates and Receipts

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT K.

## ITEM 1

### THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

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

#### The Franchisor and Affiliates

We are a Missouri corporation incorporated on January 9, 1998. We are jointly owned by our Chief Executive Officer and Chief Financial Officer, S. Michael Merrick and by Linda Merrick, who is our Executive Vice President. Our business address is 200 Enchanted Parkway, Manchester, Missouri 63021; telephone: 1-877-707-3474; website: [www.fishwindowcleaning.com](http://www.fishwindowcleaning.com). We operate under the name “Fish Window Cleaning Services” and under no other name. We currently have no affiliates required to be included in this item except as provided below.

FWC Distributing Company (“FWCD”) is our wholly owned subsidiary. FWCD is a Missouri corporation incorporated on August 24, 2004. The principal business address and phone number of FWCD are the same as ours. Since its incorporation, FWCD has been offering products to franchisees as noted in ITEM 8. It does not and has not offered franchises or operated businesses of the type being franchised. It does not and has not engaged in any other line of business.

Our part-owner, Mr. Merrick, has worked in the window cleaning business since 1978, first as a sole proprietor since January 1978 and then in December 1985 as owner of Fish Window Cleaning, Inc. (“FWCI”). FWCI is a Missouri corporation located at ~~200 Enchanted Parkway, Manchester, Missouri 63021~~, [450 Weidman Road, Ballwin, MO 63011](#) has been operating a FISH WINDOW CLEANING business in the St. Louis metropolitan area since December 1985. FWCI is also jointly owned by S. Michael Merrick and Linda Merrick, our owners. However, FWCI is independently operated. FWCI does not and has not offered franchises of the type being franchised. It does not and has not engaged in any other line of business.

Our agent for service of process in the State of Missouri is Kevin J. Fine, 701 Crown Industrial Ct., Ste. T, Chesterfield, MO 63005. Our other agents for service of process are disclosed in Exhibit A.

We do not have any parents or predecessors that need to be disclosed in this Item.

#### Our Experience

We offer franchises for the operation of business offering window and specialty cleaning services to both residential and commercial clients under the name FISH WINDOW CLEANING®. We have offered FISH WINDOW CLEANING franchises since January 1998. We do not own or

operate businesses of the type being franchised. We have not previously offered franchises in any other line of business or engaged in any other line of business and do not currently engage in any other business activities. As of December 31, ~~2022~~2023, we had 264 FISH WINDOW CLEANING franchises in the United States.

### The Business We Offer

We grant franchises to qualified persons for the right to own and operate a FISH WINDOW CLEANING® business (“**Business**”) pursuant to the terms of our current standard FISH WINDOW CLEANING Franchise Agreement (“**Franchise Agreement**”). A copy of the Franchise Agreement is included in this Disclosure Document as Exhibit B. You will operate your Business within a particular geographic territory (“**Territory**”). The Territory is described in ~~Appendix B~~Schedule A to the Franchise Agreement. During the operation of your Business, you will use our Marks (as defined in ITEM 13), as well as our distinctive products and services, supplies, sales and business techniques and procedures. Your Business will feature the sale of window and specialty cleaning services to both residential and commercial clients. When we update our Disclosure Document, the form of franchise agreement and other agreements may change, fees and other obligations may increase, and the terms and conditions on which you may obtain a franchise may be less favorable as compared with a previous disclosure document.

Uniformity of franchise agreements among our franchisees may not always be possible or practical. We have offered in the past and we may offer in the future, franchise agreements to other franchisees on terms materially different from those set forth in this Disclosure Document. We also may materially vary the Franchise Agreement terms, conditions, and obligations (including those relating to fees, territories, training, and other items) offered to other franchisees and we have no obligation to disclose these variations to you or grant the same or similar variation to you.

We currently offer three different franchise “**Packages**” pursuant to the terms of the Franchise Agreement: (1) the Small Package, with a Territory of approximately 75,000 persons; (2) the Standard Package, with a Territory of approximately 200,000 persons; and (3) the Executive Package, with a Territory of approximately 400,000 persons.

The Fee associated with each Package is discussed in Item 5. The sales performance requirements and other operational requirements for each Package are described in more detail in Item 12. We also offer the option for you to have a designated manager other than you, a salesperson, and multiple vehicles all at the time the Business commences operations if you sign the Semi Absentee Owner addendum attached as Schedule J to the Franchise Agreement. Except as expressly noted by a reference to a specific Package, the disclosures in this Disclosure Document apply to each of the Packages.

### The Market and Competition

There is a nationwide, competitive and developing market for window and specialty cleaning services. The market competition typically varies from single individuals to small businesses. You will compete with other businesses performing similar window and specialty

cleaning services, including other national or regional franchise systems, smaller independent businesses and non-franchised companies. The services are not seasonal.

### Laws, Regulations, Licenses and Permits

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

## **ITEM 2 BUSINESS EXPERIENCE**

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

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

### **Executive Vice President and Board Director: Linda Merrick**

Linda Merrick has been our Executive Vice President and Board Director since January 2015 and served as our Vice President, Board Director, and Office Manager from our inception in January 1998 to January 2015.

### **President: Randy Cross**

Randy Cross has been our President since September 2014. Between January 2013 and August 2014, he served as our Director of Operations. From October 2010 through January 2013, he was Franchise Development Manager for our Sales Department and, from December 2008 through October 2010 he was a District Manager for our Operations Department. Since April 2003, he has also been the President of Cross Ventures, Inc., located in Grandville, Michigan, which operates a FISH WINDOW CLEANING Business in Michigan.

### **Director of Franchise Development: John English**

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

**Director of Franchise Support: Angie Masters**

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

**Director of Marketing and Branding: Rachelle Baumer.**

Rachelle Baumer has been our Director of Marketing and Branding since November 2022. From December 2020 until November 2022, she was the Marketing Director for Patriot Sunrooms in Manchester, Missouri, and from June 2015 until October 2020, she was the Director of Marketing for Marmi in Fenton, Missouri.

Except as otherwise stated above, the location of each of the positions described above is 200 Enchanted Parkway, Manchester, Missouri 63021.

**ITEM 3  
LITIGATION**

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

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

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

**ITEM 4  
BANKRUPTCY**

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

**ITEM 5  
INITIAL FEES**

**Initial Franchise Fee**

You are required to pay us a non-refundable Initial Franchise Fee as a lump sum at the time you sign the Franchise Agreement. The amount of Initial Franchise Fee varies for each of the three franchise Packages that we offer. The Initial Franchise Fee for each Package is as set forth in the table below:

Type of Package	Initial Franchise Fee
Small Package	\$49,900
Standard Package	\$59,900
Executive Package	\$74,900

In our last fiscal year ended December 31, ~~2022~~2023, we collected Initial Franchise Fees ranging from ~~\$34,930~~\$59,900 to \$74,900 due to the different franchise Packages purchased by franchisees.

### **Business Development Package Fee**

In addition to the Initial Franchise Fee, no later than the first day of training, you also must pay to us a one-time Business Development Package Fee of \$6,000 for your corporate business development and marketing activities during your opening and your initial ramp-up period, defined as weeks 1-12 after you open for business.

### **Office Package Fees**

Furthermore, you also must purchase from us or FWCD certain items of the Office Package. The cost of the Office Package ranges from approximately \$11,000 to \$13,000, which includes \$5,500 to \$7,000 you pay to us or our affiliates (the “**Proprietary Office Package Fee**”) for invoices, estimate sheets, brochures, and the license for our FISH WINDOW CLEANING Fish proprietary web-based software system (the “**Fish Proprietary System**”). The \$3,500 license fee for the Fish Proprietary System, which is part of the Proprietary Office Package Fee, is due to us or our affiliates no later than the first day of training school.

### **VetFran Discount**

If you are an honorably discharged veteran who meets our qualifications, we will discount the applicable Initial Franchise Fee by 10%.

### **Existing Franchisee Discount**

If at the time you request to execute a second or subsequent franchise agreement you are an existing FISH WINDOW CLEANING franchisee that meets our then-current criteria for being a multi-unit owner as set forth in our operations manual, then we will discount the Initial Franchise Fee by 30%.

### **Referral Incentives/Fees**

We may provide referral incentives to existing franchisees for qualified referrals of prospective franchisees who purchase a franchise.

All fees and other amounts described in this ITEM 5 are non-refundable.

## ITEM 6 OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty	6%-8% of greater of (i) Gross Sales or (ii) Applicable Minimum Performance Standard.  See Notes (1) and (2).	Weekly on Wednesdays	See Note (2).
Brand Building Fee	1% of greater of (i) Gross Sales or (ii) Applicable Minimum Performance Standard.	Weekly on Wednesdays	These fees may change in the future. See Note (4).
Technology Fee	\$50	Weekly on Thursdays	These fees may change in the future. See Note (5).
Transfer Fee	\$10,000, plus any applicable broker/referral/lead generation fee.	At time of transfer	See ITEM 17 for additional information on transfer requirements.
Renewal Fee	\$5,000	Upon execution of then-current franchise agreement	See ITEM 17 for additional information on renewal agreement requirements.
Account and Technical Support	\$300 per day plus travel expenses.	30 days after billing	See Note (6).
Audit and Record-keeping Costs	\$250 to \$3,000 for audit expenses.	15 days after billing	See Note (7).
Late Fee	\$25 late fee minimum	15 days after billing	See Note (8).
Interest Expenses	18% per annum on unpaid balances	15 days after billing	The rate is calculated at a per annum rate but may be collected on demand, including weekly or monthly through automatic bank draft. See Note (8).

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Insufficient Funds Fee	\$35	15 days after billing	See Note (8).
Management Fee	5% of Gross Sales plus reimbursement of our out-of-pocket expenses	If incurred, 10 days after the end of each month	You will be required to pay Management Fee if you are indicted or have charges filed against you for a criminal act, if you have charges filed against you that could affect your business licenses, if you are unable to operate the Business due to death or disability, or if you commit certain defaults, and we elect to assume responsibility for managing the operation of your Business. See Note (10)
Annual Convention Registration Fee	\$650 to \$700	As incurred	Currently, the annual registration fee per attendee is \$650 for registration prior to the end of April and increases to as high as \$700 for registrations during the <del>months</del> <u>month</u> of May and <del>of</del> <u>up to</u> June <u>15th</u> . We reserve the right to charge you this fee if you fail to attend, but it is currently not our practice to charge you the fee in those instances. See Note (11)
Additional Training Fee	\$300 per day plus travel costs	As incurred	You must pay us this fee for any additional training that you request or we deem necessary in addition to the initial training program. See ITEM 11.
Additional Email Addresses	\$100 per each additional email address	As incurred	We provide up to five email addresses for the Business. We reserve the right to charge this fee for any additional email addresses that you request. See ITEM 11.
Additional Zip Code Fee	\$0.20 per person in add-on zip code	As incurred	See Note (12)



Except where otherwise noted, all fees are uniformly imposed and applicable to each of the three Packages, are imposed by us and payable to us or our affiliates and are not refundable. However, in limited circumstances, we reserve the right in our sole discretion to limit or waive certain fees for existing franchisees.

You may be required to pay by automatic bank draft all current and future fees specified in this Item 6. You must sign a draft authorization for your business bank account. A current copy of the draft authorization is included as Schedule B to the Franchise Agreement. The draft authorization permits us to draw from your account amounts due and payable to us. Some banks and other financial institutions may charge a fee for electronic transfers, but these fees may be negotiable.

Notes:

- (1) **“Gross Sales”** means the total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of or in connection with your Business whether under any of the Marks or otherwise. Gross Sales exclude sales taxes collected from customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing. For the avoidance of doubt, Gross Sales include revenues and receipts from any goods or services offered and sold by your Business, including any unapproved goods and services offered or sold by your Business in violation of the Franchise Agreement. Revenues and receipts generated in Open Territories are included in your Gross Sales. Gross Sales shall be deemed received by you at the time the services or products from which they were derived are delivered or rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer’s personal check) actually has been received by you. We currently calculate Gross Sales based upon the Gross Sales you generated four weeks ago from the current week.
- (2) **Royalty Fees.** You must pay us Royalty Fees based on Gross Sales each week (**“Performance Period”**) during your franchise term, including during your first week of operation. For each Performance Period, the Royalty Fee will be equal to the Applicable Percentage Rate (as defined below) multiplied by the greater of (i) your Gross Sales for the Performance Period or (ii) the Applicable Minimum Performance Standard (as defined below).

The **“Applicable Percentage Rate”** for each Performance Period is determined as follows:

(i) 8% of the Gross Sales during the Performance Period if your aggregate Gross Sales during the current calendar year are less than or equal to ~~\$300,000~~500,000;

(ii) 7% of the Gross Sales during the Performance Period if your aggregate Gross Sales during the current calendar year are between ~~\$300,000.01~~500,000.01 and ~~\$500,000~~900,000; and

(iii) 6% of the Gross Sales during the Performance Period if your aggregate Gross Sales during the current calendar year are above ~~\$500,000.01~~, \$900,000.01 and 1,200,000; and

(iv) 5% of the Gross Sales during the Performance Period if your aggregate Gross Sales during the current calendar year are above \$1,200,000.01.

For example, in any calendar year, while your aggregate Gross Sales for the calendar year are less than or equal to ~~\$300,000~~\$500,000, your Applicable Percentage Rate will be 8% each week. Once your aggregate Gross Sales for the calendar year exceed ~~\$300,000~~\$500,000, your Applicable Percentage Rate will become 7% each week. Once your aggregate Gross Sales for the calendar year exceed \$900,000, your Applicable Percentage Rate will become 6% each week. Lastly, once your aggregate Gross Sales for the calendar year exceed ~~\$500,000~~1,200,000, your Applicable Percentage Rate will become ~~6~~5% each week for the remainder of the calendar year.

- (3) **Applicable Minimum Performance Standard.** The “**Applicable Minimum Performance Standard**” for each Performance Period is determined as follows, for each year of your franchise term, depending on whether you have purchased the Small, Standard, or Executive Package:

Initial Term	Small	Standard	Executive
Each Week Year One	\$1,100	\$1,320	\$1,430
Each Week Year Two	\$1,760	\$2,090	\$2,310
Each Week Year Three	\$2,420	\$2,860	\$3,190
Each Week Year Four	\$3,080	\$3,630	\$4,070
Each Week Year Five	\$3,740	\$4,400	\$4,950
Each Week Year Six	\$4,180	\$4,950	\$5,610
Each Week Year Seven	\$4,620	\$5,500	\$6,270
Each Week Year Eight	\$5,060	\$6,050	\$6,930
Each Week Year Nine	\$5,500	\$6,600	\$7,590
Each Week Year Ten	\$5,940	\$7,150	\$8,250

For example, assume that (i) you have purchased the Executive Package, (ii) you are in your second year of the term, (iii) your Business has not yet achieved \$300,000 of Gross Sales in the aggregate during the second calendar year, and (iv) your Gross Sales for the prior week are equal to \$1,500. Then, your Applicable Percentage Rate for the prior week is equal to 8%. Because your weekly Gross Sales of \$1,500 are less than the Applicable Minimum Performance Standard of \$2,310, your weekly Royalty Fee for the prior week would be equal to \$184.80 (calculated as 8% \* \$2,310).

We require you to meet Annual Minimum Performance Standards to retain the rights to your Territory and to operate a Fish Window Cleaning Business. The Annual Minimum Performance Standards are not a representation or guaranty that you will achieve such levels of success. See ITEM 12.

The Annual Minimum Performance Standards during the first year of a renewal term may be based on your Annual Minimum Performance Standards during the final year of your immediately preceding term. We also reserve the right to increase your Annual Minimum Performance Standards during renewal terms, which may include set annual increases as well. We will provide you with the Annual Minimum Performance Standards for a renewal term before you sign the renewal franchise agreement.

- (4) You must pay us a weekly Brand Building Fee, currently in an amount equal to the greater of (i) 1% of your Gross Sales for that week, or (ii) 1% of the Applicable Minimum Performance Standard (defined above). We reserve the right to increase the minimum weekly Brand Building Fee by an amount of no more than 10% per calendar year in order to recover any increases in costs for such services. The weekly Brand Building Fee will be electronically withdrawn by us from a bank account you designate. See ITEM 11 for more information on advertising and marketing.
- (5) You are required to pay to us a weekly Technology Fee, currently in the amount of \$50, starting in your first week in business and continuing through the term of the Franchise Agreement. The Technology Fee covers our services such as technical support/database administration, maintenance and monitoring and various corporate services for the Fish Proprietary System. We reserve the right to increase the Technology Fee by an amount of no more than 10% per calendar year in order to recover any increases in our costs for such services. The Technology Fee will be electronically withdrawn by us from a bank account you designate.
- (6) Upon your request, we will provide additional assistance at your site for account acquisition or technical support for a fee of \$300 per day plus our travel expenses.
- (7) Audits and inspections generally will be at our expense. However, if an audit is made necessary by your failure to furnish reports, financial statements, tax returns or schedules as required under the Franchise Agreement, or if any audit or inspection reveals that you have understated or underreported Gross Sales, Royalty Fees, Brand Building Fees or other amounts owed to us by an amount greater than 2%, in addition to the amounts owed to us, you must reimburse us the cost and out-of-pocket expenses of the inspection or audit.
- (8) All amounts owed to us will bear interest at the highest legal rate for open account business credit in the state in which your Territory is located, which may not exceed 18% per annum. In addition to interest charges on late Royalties and Brand Building Fee payments, you must pay us a late fee of \$25 for each delinquent report or payment that we receive 5 days after its due date. An additional \$5 shall be added to the \$25 late fee for each additional day beyond the 5-day period. You also must pay a fee of \$35 for any returned resolution when you have insufficient funds for Royalty Fee, Brand Building Fee, or Technology Fee payments.

~~(9) If you fail to obtain the specified insurance or maintain specified insurance coverage throughout the term of the Franchise Agreement, we may obtain such insurance and~~

~~charge the premiums and any other related expenses to you, which you must promptly pay.~~

- (9) ~~(10)~~ (i) If you are indicted for or charges are filed against you alleging that you committed a criminal act that could involve imprisonment for more than thirty (30) days; (ii) charges are brought by any federal, state or local authority that could affect any licenses to operate your Business; (iii) you or a designed principal owner if you are an entity die or become mentally or physically incapacitated; (iv) or you commit any act of default, at our option, we or a designee we appoint can assume responsibility for managing the operation of your Business for so long as the reason for our assumption of responsibility to manage the Business continues. We are entitled to be reimbursed for our expenses of management.
- (10) ~~(11)~~ We currently offer free attendance at our convention to all franchisees who had at least \$1,000,000 in Gross Sales for the previous fiscal year. We also offer free attendance to our Franchisee of the Year, who is announced for each year at the previous year's convention. From time to time, at our conventions, we may offer free convention registrations as prizes in yearly drawings. Additionally, franchisees who are members of the Franchise Advisory Council receive free attendance at our annual convention while they remain active members of the Franchise Advisory Council.
- (11) ~~(12)~~ If you are an existing franchisee and have requested to expand your Territory into a limited number of open zip codes that are adjusted to your Territory, you meet our then-current requirements as set forth in the Manuals or otherwise in writing for adding-on zip codes, and we grant your request in writing, then you must pay us an amount equal to \$0.20 per person in the additional zip code(s) that we grant to you. In any event, we are not required to sell any additional zip codes to you.

## ITEM 7 ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (Low-High) (Note (1))	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	Small Package: \$49,900 Standard Package: \$59,900 Executive Package: \$74,900	Lump sum	Upon execution of Franchise Agreement.	Us
Travel and Living Expenses to Attend Training	\$1,500 to \$2,500 See Note (2)	As incurred	Prior to and during training	Third parties for travel and living expenses

Type of Expenditure	Amount (Low-High) (Note (1))	Method of Payment	When Due	To Whom Payment is to be Made
Equipment Package	\$9,000 to \$10,500 See Note (3)	Varies under the circumstances	Prior to opening	Third-party suppliers
Office Package	\$11,000 to \$13,000 See Note (3)	Varies under the circumstances	Prior to opening	Us, FWCD and Third-party suppliers
Initial Business Development and Marketing	Small Package: \$10,500 Standard Package: \$13,500 Executive Package: \$16,500 See Note (4)	Varies under the circumstance	Prior to and during the first 12 weeks after opening	Us, FWCD and Third-party suppliers
Vehicle	\$1,000 to 2,000 See Note (5)	Monthly fee or lump sum	Varies under the circumstances	Vehicle dealer
Vehicle Modification	\$3,500 See Note (6)	Lump sum	Prior to opening	Third-party suppliers
Attorneys' Fees	\$500 to \$2,000 See Note (7)	As incurred	Varies under the circumstances	Your Attorney
Office Space – 3 Months	<del>\$3,000 to</del> \$4,500 <u>to \$6,000</u> See Note (8)	Varies under the circumstances	Usually monthly	Third-party suppliers
Insurance Premiums	\$1,800 to \$2,800 See Note (9)	Varies under the circumstances	Varies under the circumstances	Third-party suppliers
Business Licenses, and Membership Dues	\$100 to \$900 See Note (10)	Varies under the circumstances	Prior to commencing your Business and when you join IWCA	Government agencies and IWCA
Additional Funds - 3 Months	Small Package: \$13,500 to \$19,400 Standard Package: \$22,700 to \$25,700	As incurred	Before opening and as incurred	Employees, third-party suppliers, etc.

Type of Expenditure	Amount (Low-High) (Note (1))	Method of Payment	When Due	To Whom Payment is to be Made
	Executive Package: \$29,900 to \$35,900  See Note (11)			
<b>TOTAL</b>  See Note (12)	Small Package: <del>\$105,300</del> <u>106,800</u> to <del>121,500</del> <u>123,000</u> Standard Package: <del>\$127,500</del> <u>129,000</u> to <del>\$140,800</del> <u>142,300</u> Executive Package: <del>\$152,700</del> <u>154,200</u> to <del>\$170,000</del> <u>171,500</u>			

Notes:

- (1) The following are the estimated minimum requirements for beginning operations for a FISH WINDOW CLEANING Business. The estimated minimum requirements may vary depending on factors like your financial condition and the arrangements and business decisions you make. Except where otherwise noted, all fees that you pay to us are nonrefundable. Third-party lessors and suppliers will decide if payments to them are refundable.
- (2) Training for two persons to attend the initial training program is included in the Initial Franchise Fee. See ITEM 6 and ITEM 11. You must pay the salaries, fringe benefits, travel costs and expenses to our headquarters in St. Louis for training, and related costs for all persons associated with you who attend the training program. We may charge an additional training fee if you have more than two persons attend the initial training program. The amounts in the above chart reflect estimates for two people to attend the initial training program.
- (3) You must purchase an Equipment Package and an Office Package. You are required to order the items in the Office Package and Equipment Package either from us or from other third-party suppliers as set forth in more detail on our proprietary intranet system (“**Fishing Hole**”). The cost of the Equipment Package ranges from \$9,000 to \$10,500. The Equipment Package provides all the cleaning equipment needed for four window cleaners. The cost of the Office Package ranges from approximately \$11,000 to \$13,000,

which includes \$5,500 to \$7,000 you pay to us or our affiliates for invoices, estimate sheets, brochures, and the one-time license fee for the Fish Proprietary System. The license fee for the Fish Proprietary System of \$3,500 is due no later than the first day of training school. The Office Package includes all the office supplies and equipment needed to open your business, including your computer and printer equipment, office furniture and the FISH WINDOW CLEANING computer software package (as defined in ITEM 11). If needed, your computer, printer equipment, telephones, and office furniture must be purchased on your own from a third party supplier. Also included in the Office Package is your initial supply of maps, motivational posters, employee recognition pins, apparel, and other miscellaneous office supplies. The phones for your FISH WINDOW CLEANING business must have dedicated phone lines for the business, and monthly plans that are separate from any personal cell phone plans, so the phone lines can be easily transferred to us at the expiration of your term. The factors that account for the range of costs for the Equipment Package and the Office Package include whether new or used office furniture is purchased, the existence of varying costs for computer hardware, and whether additional set-up equipment must be purchased for additional employees when the FISH WINDOW CLEANING Business opens.

- (4) The Initial Business Development and Marketing expense includes your Business Development Package Fee of \$6,000, payable to us as described in ITEM 5 and your required expenditures during weeks 1-12 after opening for your Monthly Marketing Requirements (as described below). Your **“Monthly Marketing Requirement”** is the amount you are required to spend in your Territory on approved business development activities during weeks 1-12 after opening. The minimum amounts for this Monthly Marketing Requirement are \$1,500 per month for a Small Package, \$2,500 per month for a Standard Package, and \$3,500 per month for an Executive Package. Your local marketing requirement can be spent by you on a variety of corporate marketing programs that will be described and available to you, or other local business development activities initiated by you that we approve. See ITEM 11 for more information on advertising and marketing.
- (5) You must maintain and operate a vehicle in accordance with our standards and specifications for the entire term of the Franchise Agreement. The high estimated amount is for the first three months of payments on a vehicle that you finance. The standards and specifications for your vehicle are set forth on the Fishing Hole. We estimate that it will cost approximately \$30,000 to purchase a vehicle per our standards and specifications. In certain circumstances, we may permit you to maintain and operate 2 to 3 vehicles at the time you commence operations, one of which must be a van, provided that you sign Schedule J to the Franchise Agreement. We estimate that it may cost approximately \$3,000 to \$6,000.
- (6) You must modify your vehicle to meet the standards set forth on the Fishing Hole. You must use a company approved by us to paint or wrap the vehicle and apply our approved signage, including our logo, on your vehicle. We reserve the right to modify our vehicle signage requirements under certain circumstances in our sole discretion. You are prohibited from placing any third-party advertising on your custom vehicle without our



written approval. The above estimate assumes that you only have one vehicle for your Business. If we permit you to have 2 or 3 vehicles for your Business at the time you commence operations, then we estimate that this may cost approximately \$3,000 to \$6,000.

- (7) This amount is an estimate for attorneys' fees in connection with your purchase of the franchise.
- (8) We require you to have an office. The office cannot be a home, residence, or storage unit. Depending on locale, office rent may cost from ~~\$1,000 to~~ \$1,500 to 2,000 per month.
- (9) Insurance premium estimates are for comprehensive liability insurance only. You must purchase the insurance coverage described in Item 8. If you do not, we may purchase it for you and bill you for your costs. Insurance costs will vary depending on the number of vehicles to be insured, your driving record, (or your employees' driving records), the insurer you choose, and your location.
- (10) Licenses and permits may cost between \$100 to \$300 annually depending on your Franchise Location and your choice of business entity. We may require that you maintain a membership and pay membership dues to the IWCA (International Window Cleaning Association). The dues are currently approximately up to ~~\$300~~550 annually and are subject to change. We may also require you to earn a "certified window cleaner" certificate, which certification may cost up to \$300, especially if you perform any window cleaning services on "high rise" buildings or where roof access is required to perform window cleaning services.
- (11) This amount estimates your initial pre-opening and start-up expenses not otherwise mentioned in the Table, including taxes, and telephone requirements, as described in ITEM 11, shipping costs, costs of maintaining a post office box, and potential payroll costs. The amounts are estimates based on average costs and market conditions prevailing as of the date of this Disclosure Document and we cannot guarantee that you will not have additional expenses starting your Business. If we permit you to sign Schedule J to the Franchise Agreement to have 2 or 3 vehicles, a designated manager that is not you, and a salesperson, all at the time you commence operations, then we estimate that you may need an additional \$100,000 to \$150,000 in additional funds.
- (12) This total is an estimate of your initial investment and is based upon our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document, the experience of our FISH WINDOW CLEANING franchisees, and the experience of our affiliate FWCI in operating a FISH WINDOW CLEANING business in Missouri since 1985. You should review these amounts carefully with a business advisor before making any decision to purchase the Business. The amounts listed above do not include compensation for your time and labor, and assume that you will have one vehicle and a Principal Owner will oversee the day to day operations of the Business. Therefore, in addition to the total initial investment itemized above, you will also need sufficient savings or source of income to cover your personal living expenses during the start-up phase of the Business.



### Renewal and Purchase of Operating Franchises

~~If you are renewing your franchise or if you are purchasing an operating franchised business (as opposed to a territory that has not yet been developed), the above costs will not apply except to the extent they apply in your ongoing business or to the extent the business does not meet our then current requirements and specifications. You will pay a Renewal Fee of \$5,000 instead of an Initial Franchise Fee when you renew the franchise. Also, instead of an Initial Franchise Fee, we charge \$10,000, plus any applicable broker/referral/lead generation fee in the case of a resale/transfer (purchase of an existing Business). At the time of your renewal or purchase, we may require you to update your vehicle(s), equipment, office, or any other aspects of your Business that do not meet our then current requirements and specifications.~~

## ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

We reserve the right to require you to sell or use only those products, supplies and services that we have approved in writing or that meet our quality standards posted from time to time on the Fishing Hole (“Approved Products and Services”). The purpose of this requirement is to ensure that all franchisees adhere to the uniformity and quality standards associated with FISH WINDOW CLEANING businesses, and, as a result, all equipment and materials will be of the finest quality and FISH WINDOW CLEANING businesses will have a uniform appearance and uniform quality providing a benefit to all FISH WINDOW CLEANING business owners. From time to time, we may designate a vendor or supplier that may be the only approved supplier for certain products or services (“**Required Suppliers**”), and such Required Suppliers may be us or our affiliates.

As stated in ITEM 5 and ITEM 7, you must purchase certain items of the Office Package from us or our subsidiary FWCD, including the invoices, estimate sheets, brochures, and the Fish Proprietary System. Additionally, we or our subsidiary FWCD are currently the Required Supplier for several items you must purchase that contain the FISH WINDOW CLEANING trademarks. At the time of this Disclosure Document, those items include mugs, pens, decals,

sponges, yard sign toppers, and printed forms, although this list may change during the term of the license granted in your Franchise Agreement. You will pay the then current price in effect for any products and services you purchase from us or our affiliate. We also reserve the right to require you to use a Required Supplier to provide bookkeeping, credit card processing, call center, call routing, and scheduling services, we may be that Required Supplier. (See ITEM 11 for more information.)

As of the date of this Disclosure Document, we have a third-party Required Supplier for your purchase of logoed hats, shirts and jackets as well as many of the remaining items contained in the Equipment and Supplies Packages, as set forth on the Fishing Hole (See ITEM 11). As of the date of this Disclosure Document, we have the following exclusive suppliers for specific items of the initial Equipment Package and Office Package that you are required to purchase in connection with the grand opening of your Business: ABC Window Cleaning Supply, ~~TSC~~ [Harris Technologies](#), Inc., [Staples](#), Little Giant, EDTM, Shu-Bee, Victory Signs, POS Guys, Franchise Payment Network [or SwipeSum](#), VistaPrint, Market Maps, [Microsoft 365](#), Intuit Inc. (current provider of QuickBooks), and Starwipers. We reserve the right to receive detailed reports from our required and preferred vendors in regards to your use of the vendors' services to ensure your compliance with the Franchise Agreement.

Upon request, we will periodically provide you with the names of Required Suppliers for services, products, supplies and equipment. We or our subsidiary FWCD also may offer additional products and supplies for sale that you will need to operate your Business. None of our other officers or directors own an economic interest in any of our suppliers other than our subsidiary FWCD. From time to time, we, an affiliate, or a third-party vendor or supplier may be the Required Supplier for certain products and supplies.

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

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

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

standards and specifications that we have established for that product or service. We will notify our franchisees of our decision to revoke our approval of an additional vendor/supplier.

We may modify the standards and specifications for products, supplies and services from time to time and add or delete from the list of approved vendors and suppliers. Standards may include minimum standards for delivery, performance, warranties, appearance and other restrictions. We reserve the right to (i) limit the number of vendors and suppliers, and (ii) receive consideration from the vendors and suppliers, which consideration may or may not be related to services we perform. We also reserve the right to designate a primary source of supply for certain products. We or an affiliate may be that source.

During our last fiscal year ending December 31, ~~2022~~2023, we and FWCD received consideration in the amount of \$~~13,908,861~~1,755.78 from approved vendors and suppliers, or ~~0.12~~0.01% of our total revenues of \$~~11,319,713~~11,998,206, based on our Consolidated Statement of Income ~~for~~from the fiscal year ended December 31, ~~2022~~2023 and attached as part of Exhibit E. These revenues were derived from flat fee rebates we or our affiliates received from vendors and suppliers, ranging from \$.20 to \$500 for each applicable franchisee purchase. We reserve the right to receive additional rebates or other payments from suppliers in the future.

During our last fiscal year ending December 31, ~~2022~~2023, we and FWCD derived revenues of \$~~887,731~~824,286 from the sale by us or our affiliates of required products or services, consisting of \$~~225,231~~174,936 in merchandise sales and \$~~662,500~~649,350 in Technology Fees), or ~~7.86~~.9% of our total revenues of \$~~11,319,713~~11,998,206, based on our Consolidated Statement of Income ~~for~~from the year ended December 31, ~~2022~~2023 and attached as part of Exhibit E. We and FWCD derive revenue from the sale of products and supplies by selling some of these items at a price higher than our purchase price. Other items we and FWCD sell to you at our own cost.

In addition to approved products, the Franchise Agreement requires you to purchase and maintain liability insurance in an aggregate amount that we designate periodically on the Fishing Hole. Currently, our insurance requirements include (i) comprehensive general liability insurance, with a combined single limit in the amount we specify, up to \$2,000,000 per occurrence but no less than \$1,000,000 per occurrence (including Products/Completed Operations, Personal Injury, and Advertising Injury); (ii) general liability insurance must include an endorsement modifying the “your work” exclusion adding coverage for voluntary property damage with a limit of no less than \$25,000 (also referred to as an expanded property damage endorsement or care custody and control endorsement on the general liability policy, NOT the property policy); (iii) motor vehicle liability coverage, combined single limit in the amount we specify, up to \$2,000,000 but no less than \$1,000,000, on each owned, non-owned or hired vehicle used in connection with the Business; (iv) workers’ compensation coverage regardless of whether required by state law, but with minimum coverage no less than \$1,000,000 or as required by law (if applicable), whichever is greater; (v) a dishonesty bond in the amount we specify, no less than \$5,000; and (vi) such other insurance as from time to time required by us, under applicable law and under other agreements applicable to your Business. Additionally, when your annual Gross Sales meets or exceeds \$500,000, then we require you to purchase and maintain cyber liability coverage and Employer Practices Liability Insurance in the amount we

specify, but no less than \$500,000. We also may specify other coverage requirements like specific endorsements or how to address possible exclusions. We also encourage, and reserve the right to require, that you purchase Business Personal Property and Inland Marine insurance coverage to ensure proper coverage to any of your property and mobile equipment, as well as cyber liability coverage and Employer Practices Liability Insurance before you generate \$500,000 in annual Gross Sales. You also must purchase and maintain any other insurance required by any agreement related to the franchise Business or by law. We must be named as an additional named insured on all policies of insurance, and such policies must provide that we be notified in writing at least 30 days prior to the cancellation or other material change of such policies. You must furnish to us, immediately upon receipt and thereafter at least annually or whenever a change occurs, duly executed copies of all insurance policies and renewal notices and notices of changes in coverage. We also have the right to terminate your Franchise Agreement for cause if you fail to comply with our insurance requirements. We may modify the required minimum limits and types of coverage, by written notice to you. Upon such notification, you must immediately implement the modification of the policy, and provide evidence of your implementation to us, in accordance with our request. If you fail to maintain the required insurance coverage, then you will be required to immediately cease operating your Business until you have properly obtained the requisite coverage. Furthermore, if you fail to obtain insurance within 10 days of it lapsing, then we will have the right to terminate the Franchise Agreement.

You may use only marketing and promotional materials that meet our standards (see ITEM 6 and ITEM 11 for more information on advertising and marketing).

Currently, we require you to purchase or lease a commercial van that is no more than five years old, such as a Chevy Express series, GMC Savana, Ford Transit, or a vehicle with substantially similar capabilities. Such vehicle must be approved by us prior to purchase or lease by you.

#### Corporate Accounts Program

We may, but have no obligation to, offer a Corporate Accounts or similar program. From time to time we evaluate opportunities for Corporate Accounts which might be best administered through us, an affiliate, or a third party. If we establish a Corporate Accounts program, you may participate in it and conform to the standards and procedures of that program. We and/or a third party we select, may solicit Corporate Accounts for our franchisees. A “**Corporate Account**” is a customer account which may be national or regional and cover multiple customer locations (within and/or outside your Territory) with whom we have entered into arrangements (i) for servicing of multiple locations of such customers and/or (ii) that we determine are designed to benefit the System as a whole by gaining otherwise unavailable business or addressing the concerns of such customers that may require specific terms or provisions of our arrangement with them, including without limitation special insurance, experience, equipment, pricing, payment terms, turnaround requirements, or approvals. A Corporate Account is generally, but not always, a large organization with multiple locations that need products and services provided by franchisees in our franchise system and/or the franchise systems of our affiliates around the country or in a region or other area. The agreement to provide services may be formal or informal and the account may be administered by us, an affiliate or a designee of ours. If you

elect to participate in our Corporate Accounts program, you must comply with the terms we specify, which may include provisions that require the payment of management fees or other fees, including sales commissions or similar payments, offering of special products or services at certain times or for certain prices (to the extent allowed by law) and special insurance, indemnity, quality control and other provisions. You may also be required to enter into additional agreements required by a Corporate Account or our policies and procedures. We and/or the administrator of the Corporate Accounts program have the right to charge additional amounts, including commissions or other fees or charges, to third parties and/or to Corporate Account customers on account of work performed on Corporate Accounts by you or other third party service providers.

We estimate that your purchase of products, supplies, and marketing materials from us, or that meet our specifications and standards, will represent approximately 80% to 90% of the cost to establish the Business and 5% to 20% of the cost to operate the Business on an ongoing basis.

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

## ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Franchise Agreement	Item in Disclosure Document
a	Site selection and acquisition/lease	2, 5(A) and Schedule A	ITEM 1, ITEM 7, ITEM 11, and ITEM 12
b	Pre-opening purchase/lease	5(A) – (F); 9(C)	ITEM 5, ITEM 7, ITEM 8, and ITEM 11
c	Site development and other pre-opening requirements	5(A) – (F); 9(C)	ITEM 7, ITEM 8, and ITEM 11
d	Initial and ongoing training	6	ITEM 6 and ITEM

Obligation		Section in Franchise Agreement	Item in Disclosure Document
			11
e	Opening	5(A) – (F); 9(C); 6; Schedule A	ITEM 5 and ITEM 11
f.	Fees	8; 10(C); Schedule A	ITEM 5, ITEM 6, ITEM 7 and ITEM 11
g	Compliance with standards and policies/Operating Manual	2(A), (B); 3; 5; 6; 8(H), (I); 9;	ITEM 11 and ITEM 16
h	Trademarks and proprietary information	3; 5(G), 5(J), Schedule F	ITEM 13 and ITEM 14
i.	Restrictions on products/services offered	2(A); 3(A) - (C); 5(C), (D), (K), (L) and (M)	ITEM 8, ITEM 11 and ITEM 16
j.	Warranty and customer service requirements	5(N)	ITEM 11 and ITEM 16
k	Territorial development and sales quotas	2(A), (B); Schedule A	ITEM 12
l.	Ongoing product/service purchases	5(A)-(F)	ITEM 8 and ITEM 11
m	Maintenance, appearance and remodeling requirements	5(A) and (B)	ITEM 6 and ITEM 11
n	Insurance	9(C)	ITEM 6 and ITEM 8
o	Advertising	7	ITEM 6, ITEM 7 and ITEM 11
p	Indemnification	9(B)	Not Applicable

Obligation		Section in Franchise Agreement	Item in Disclosure Document
q	Owner's participation/management/staffing	6	ITEM 11 and ITEM 15
r.	Records and reports	8(H) and (I)	ITEM 6
s.	Inspections and audits	5(H); 8(J)	ITEM 6
t.	Transfer	10	ITEM 6 and ITEM 17
u	Renewal	4(B) and (C)	ITEM 6 and ITEM 17
v	Post-termination obligations	13	ITEM 17
w	Non-competition covenants	9(D); Schedule F	ITEM 17
x	Dispute resolution	11	ITEM 17
y	Other		
	Guarantee of Franchisee Obligations (See Note)	14(F); Schedule C	ITEM 14 and ITEM 15
	Franchisee solely responsible for employees	9(B)	ITEM 9

**Note:** If you are a corporation or other entity, all persons having a 5% or more ownership interest in you must personally guarantee the obligations to be performed by you under the Franchise Agreement.



## **ITEM 10 FINANCING**

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

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

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

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

- (1) Grant to you a license to operate the FISH WINDOW CLEANING Business in a designated Territory (Section 2.A of Franchise Agreement);
- (2) Provide you with site selection guidelines and general specifications and standards. Section 5.A of the Franchise Agreement. We do not select, but we will approve the site for the location of your FISH WINDOW CLEANING Business if it meets our standards and criteria and is acceptable to us. Your office may not be located in any home, residence or storage unit, and it must be located in the Territory. We do not generally own the premises for your Business and lease them to you. You and the lessor must provide us with a Lease Addendum and Collateral Assignment of Lease, substantially in the form attached as Schedule G to the Franchise Agreement. (Section 5.A.1 of Franchise Agreement);
- (3) Provide training as described below in this ITEM 11 (Sections 6.B and 6.C of Franchise Agreement);
- (4) Provide you with opening support for your Business and any additional support we determine necessary (Sections 6.B and 6.C of Franchise Agreement);
- (5) Provide you with a list of approved supplies (which will include written specifications for certain items of equipment, signs, fixtures, opening inventory and supplies in some instances and approved suppliers in other instances). We do not deliver or install any items (Section 5.D of Franchise Agreement);
- (6) Provide you with access to our proprietary intranet site, the Fishing Hole, which contains operational and marketing materials, lists of approved suppliers and approved supplies, and mandatory and suggested specifications, standards and operating procedures for the Business (Section 5.F of Franchise Agreement); and
- (7) Set up a dedicated home page on our website which includes your name, address and contact information, and such other information, such as a personalized message from you that we approve (Section 5.J of Franchise Agreement).



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

- (1) Update the Fishing Hole from time to time with revised materials (Section 5.F of Franchise Agreement);
- (2) Maintain the Brand Building Fund (Section 7.A of Franchise Agreement);
- (3) Make periodic visits to your Business or institute a “secret shopper” system as we reasonably determine necessary to evaluate your Business and provide consultation and guidance (Sections 5.H and 5.N of Franchise Agreement);
- (4) Conduct conventions from time to time where we will provide continuing education on programs, training, management, sales or sales promotion, or similar topics. If we conduct an annual convention, attendance at the annual convention is mandatory (Section 6.E of Franchise Agreement);
- (5) Provide you with access to the Fishing Hole, which contains operational and marketing materials, updated lists of approved supplies and approved suppliers, mandatory and suggested specifications, standards and operating procedures, and other information to assist you in the operation of your Business as we determine appropriate from time to time (Sections 5.D and 5.F of Franchise Agreement); and
- (6) From time to time, make suggestions to you with regard to your pricing policies. In addition, we have the right to negotiate Corporate Account arrangements, including pricing, which will bind all businesses providing services to such Corporate Accounts. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law (Sections 5.L and 5.M of Franchise Agreement).

Marketing Programs.

You must pay us a weekly Brand Building Fee in an amount equal to the greater of (i) 1% of your Gross Sales for that week, or (ii) 1% of the Applicable Minimum Performance Standard, as set forth in Schedule A to the Franchise Agreement and further described in ITEM 6. We reserve the right to increase the minimum Brand Building Fee by an amount of no more than 10% per calendar year in order to recover any increases in costs for such services. The Brand Building Fee will be part of a Brand Building Fund. We will administer the monies we collect. We will prepare an annual unaudited financial report showing receipts and disbursements of the Brand Building Fund within 90 days after end of a calendar year, and we will make it available for your review upon your written request. Businesses owned by us or our affiliates will contribute to the Brand Building Fund on the same basis as franchisee-owned Businesses.

We oversee the advertising program and use the Brand Building Fund to create marketing materials and conduct national, regional, or local advertising. We may use national and regional marketing and advertising agencies from time to time to create and place advertising and other marketing communications. The Brand Building Fund will be used to pay for the general

promotion of the Marks and the System, which may include, without limitation, creative design costs to produce marketing and advertising materials, the cost of formulating, developing and implementing advertising, marketing and promotional materials, digital marketing programs (or future forms of electronic marketing including, for example, pay per click ads or review sites), surveys, websites, social media, and any other advertising or public relations materials as we deem appropriate in our sole discretion; and the reasonable costs we incur in promoting the Marks and the System and of administering the Brand Building Fund, including the cost of employing advertising agencies to assist us in promoting and advertising the System and FISH WINDOW CLEANING businesses, as well as accounting expenses and the actual costs of salaries and fringe benefits paid to our employees engaged in promoting the Marks and the System and administering the Brand Building Fund. Media used for any marketing program may include television, radio, newspapers, magazines, direct mail or other written publications that may be local, regional or national in coverage. Any Brand Building Fund contributions not spent in any fiscal year will be carried over for future use. In the event our expenditures for the Brand Building Fund in any one fiscal year shall exceed the total amount contributed to the Brand Building Fund during such fiscal year, we shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Brand Building Fund or to use such excess as a credit against its future contributions. We are not obligated to spend monies from the Brand Building Fund in any particular market, and we cannot and do not represent or ensure that any individual franchisee will benefit directly or on a pro rata basis from the future placement of any such advertising in its local market.

For the period ending December 31, ~~2022~~2023, our expenditure percentages from the Brand Building Fund were the following: Administrative (30%), Market Research (4%), Internet Advertising (~~48~~36%), ~~Seminars/Meetings/Trade Shows~~Social Media (~~31~~14%), Public Relations (12%), Vehicles (~~34~~3%). We are not obligated to spend any amount of the Brand Building Fee that we collect from you on advertising in your Territory.

We reserve the right to cause the Brand Building Fund to be incorporated or operated through an entity separate from us at such time as we may deem appropriate, and any such successor entity will have all our rights and duties with respect to the Brand Building Fund. We may modify or terminate the Brand Building Fund upon notice to you. We may use collection agents and institute legal proceedings at the Brand Building Fund's expenses to collect Brand Building Fees. We may also forgive, waive, settle, and compromise all claims by or against the Brand Building Fund.

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

The Business Development Package Fee and the Brand Building Fees are not held in trust or escrow, and they create no fiduciary duties or obligations, and are our property. You have no property rights of any kind with respect to the monies collected. The Business Development Package Fee and the Brand Building Fees are not used for advertising directed at the sale of franchises, but any marketing materials we produce may designate “Franchises Available.”

You also must spend a specified, monthly amount for local marketing and business development (“**Monthly Marketing Requirement**”). The required expenditures are: \$1,500 per month for a Small Package, \$2,500 per month for a Standard Package, and \$3,500 per month for an Executive Package. Your Monthly Marketing Requirement may be spent by you on a variety of advertising programs, which we may formulate and make available to you. You also may spend your Monthly Marketing Requirement on other local business development activities that you initiate, including sales person commissions, van payments, networking dues, yard signs, and other promotional items, subject to our prior approval of all such materials in writing. You may also work with third-party vendors on other marketing projects or programs for your business that use our trademark(s), subject to our prior written approval. These include print ads, ~~Website~~[website](#) ads, direct mail, promotional signage, charity sponsorships, and coupon book ads. You will need to gather all appropriate information regarding ad specifications and vendor contact information and provide all such information to us through the “Art Request Form” in the Fishing Hole. We will provide all appropriate print-ready files directly to the vendor under our Artwork Use Policy within 10 business days after the vendor has executed the Artwork Use Policy and you have approved the proof. Your failure to spend the Monthly Marketing Requirement on approved business development activities will constitute a default under the Franchise Agreement. (Section 7.B of the Franchise Agreement)

Although we currently do not do so, we reserve the right to require advertising or marketing cooperatives to be formed, changed, dissolved or merged. If a local or regional cooperative is established in your market, you will be designated to be a member of the cooperative. The cooperative will determine the amount of member contribution, which will be a percentage of Gross Sales. Your contribution to the cooperative will count toward any required minimum local marketing spending. Each company-owned or affiliate-owned FISH WINDOW CLEANING business located within the cooperative’s market will be a member and will contribute to the cooperative on the same terms as franchisees. Each cooperative will be required to adopt a governing document (e.g., bylaws or an operating agreement) that meets our approval and that we may require the cooperative to amend from time to time. The cooperatives will be managed and administered by their members and elected officers. Each FISH WINDOW CLEANING business within the cooperative will have one vote on all matters requiring a vote. All promotional and advertising materials proposed to be used by the cooperative must be approved by us prior to use. Each cooperative must consult with its own advisors to ensure that it complies with applicable laws, including antitrust laws. (Section 7.D of the Franchise Agreement)

To satisfy complaints by your customers with regard to the quality or other aspects of your services, we may refund any fees or charges and reimburse your customers for any damage that they claim you or your employees caused to your customers’ property. Any amounts we pay or refund to your customers on your behalf we may charge to your account. (Section 5.N of the Franchise Agreement)

As of the issuance date of this disclosure document, we have a Fish Window Cleaning Services Franchise Advisory Council (the “**Council**”) that advises us on advertising or other policies. The Council acts solely in an advisory capacity, and will not have decision-making authority. Currently, existing members of the Council nominate new candidates within each region to sit on the Council, and then each region votes on who will be appointed to the Council in their region. We have the right to change, modify, or dissolve the Council at any time.

We are not obligated to spend any amount on advertising in your Territory. We have the sole right to market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of electronic media. You may not separately register any domain name or any portion of a domain name containing the Marks or participate or market on any website or other form of electronic media (including social technology, social media and social networking platforms) using the Marks unless you first obtain written approval from us. Your general conduct on the Internet or other forms of electronic media, including your use of the Marks or any advertising, is subject to the terms and conditions of the Franchise Agreement and any other rules, requirements or policies that we may identify from time to time.

#### Computer and Software Systems.

You must provide financial and business records and information to us according to reporting formats, methodologies and time schedules that we establish from time to time. There are no contractual limitations on our independent access to the information and data that is electronically generated.

Computer System. We will provide to you the standards and specifications for the computer hardware (“**Computer System**”), and we may require replacements and upgrades to the Computer System from time to time (Section 5.E of the Franchise Agreement). The Computer System currently consists of the following:

- two ~~computers~~laptops with wide screen monitors, running a Windows 11 operating system or better, and using the version of the Microsoft Office 365 that includes Exchange and Teams;
- at least two printers, one must be a color printer and the other a large capacity printer;
- a Fujitsu scanner, models ix1300, ix1400, ix1600 or similar; and
- a handheld scanner, model Metrologic Voyage 1250G0 -2 (part number 1250G – 2USB-1-N), from our Required Supplier, the POSGuys.

We currently estimate that the initial cost of the Computer System is approximately \$2,000 and the required items of the Computer System are included in the Office Package or Equipment Package (See Item 7). You are responsible for maintaining your Computer System in

good operating condition. You must upgrade your Computer System at least every five to seven years. A typical Computer System maintenance contract (optional) with a third party can vary from \$100 to \$500 per year depending on level of service. We are not obligated to provide maintenance or general technical support for the Computer System. All computer operating systems and all internet capable devices used in the business must remain supported by the developer/manufacturer at all times to prevent any security or capability issues.

In addition, we also require you to have high speed Internet. We estimate you will need to pay up to \$100 a month for the service and maintenance of your Internet connection.

We may use all data provided by you to us for any and all purposes for which we may solely determine, including financial information and assessments or similar data, and we may share and disclose the data to/with our affiliates and all prospective franchisees, without restriction and without compensation, subject to compliance with applicable laws. We will disclose such financial information and data to any other third party only after your name has been omitted unless you consent or as required by judicial process or a governmental investigation, in each case subject to compliance with applicable laws. (Franchise Agreement, Section 5E).

#### Software System.

We currently require you to license and use the following software in the operation of the Business (the “**Software System**”):

- Fish Proprietary System. You must pay to us a one-time license fee (included in the Office Package described in ITEM 5) and a weekly Technology Fee of \$50 to access the Fish Proprietary System, which is owned and maintained by us or our affiliates. (Section 5.E of the Franchise Agreement, ITEMS 5 and 6). We will provide you access to the Fish Proprietary System in its hosted environment, which is proprietary to our System. The Fish Proprietary System will allow you to do the following: schedule, route and track customers including service schedules and intervals, billing and accounts receivable, sales reporting, royalty tracking and reporting, employee production tracking and other business and operational reporting and tracking functions. We have independent access to all of the information that is stored on or generated by the Fish Proprietary System, including sales and related data. There are no contractual limitations on our right to access this information.

- You must use the email address that we provide. If you request additional email addresses, you also must use you those email addresses, as described in the Operations Manual. At the time of this Disclosure Document, there is no charge for this service, although we reserve the right to charge a reasonable fee to cover our costs in providing and maintaining the email accounts. If you desire additional email addresses for your Business, we may require that you pay us an annual fee to cover the costs we incur for the additional email addresses. Currently, the yearly cost for each additional email address is up to \$100, payable within 30 days of our notification to you that we have incurred such charges.

- Microsoft Office 365 Business Standard or equivalent.

- QuickBooks Essentials Online.

- We require that you use the USA Epay credit card processing platform provided by Franchise Payments Network LLC [or SwipeSum](#). You remain responsible for ensuring that your Business complies with all applicable laws related to credit card processing.

Except as set forth above, we do not allow the use of any compatible, equivalent software. We have no obligation to update, upgrade or otherwise modify any non-proprietary computer software. You, however, are contractually required to make periodic upgrades and updates to the non-proprietary software included in the Software System, and there are no contractual limitations on the frequency and cost of this requirement. These costs may include user fees, software licensing fees and/or technical support fees. The Technology Fee covers the cost to license, update, upgrade, modify and maintain the Fish Proprietary System. We may periodically develop other proprietary software and other systems, products and upgrades that we may require you to use. We may charge you a license fee for any new software. We estimate that the annual cost of maintenance, updating and upgrading the Software System (not including the Technology Fee) could range from \$500 to \$750.

Telephones. You must have at least two telephones operational at all times. You must also maintain phone systems that are solely dedicated to your Business, and that are not a part of or connected to any personal phone lines or plans.

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

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

Training Program. We require you (and your designated manager if your Business is run by a manager) to attend our initial training program within 90 days after signing your Franchise Agreement. [You must bring a laptop or tablet to training.](#) The training program is for up to 8 business days, depending upon your needs, and is divided up into three sessions. The first session, which is for no less than 5 business days, is held at our headquarters in St. Louis, Missouri (or another location we designate), approximately 8 times per year and covers equipment, operations, advertising, computers and accounting and window cleaning. The second and third sessions, covering sales and operations, are for up to 3 business days or for a maximum of 24 hours, whichever comes first and is conducted at your Business location or another location as we determine. If you have 2 or 3 vehicles and a designated manager that is not you, then prior to attending the training program you must develop and complete a growth plan with us, to identify the ~~various job responsibilities and other~~ infrastructure needs for your Business (See Schedule J to the Franchise Agreement, Semi Absentee Owner Addendum). If you sign Schedule J to the Franchise Agreement, then your Designated Manager and a salesperson must each attend



and successfully complete all of our training requirements prior to the Business commencing operations.

You and your manager must successfully complete the training program to our satisfaction. We reserve the right to charge a fee for additional attendees. Any training provided by us to any of your workers will be limited to training or guidance regarding the delivery of approved services to customers in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training.

### **TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of “Classroom” Training</b>	<b>Hours of “On-the-Job” Training</b>	<b>Location</b>
Equipment (usage and safety)	5.75 hours	3 hours	St. Louis, MO, or any other location we designate
Company History and Operations (philosophy, pre-opening procedures, management and operational standards)	6.75 hours	0 hours	St. Louis, MO, or any other location we designate
Advertisement and Bidding	8 hours	4 hours	St. Louis, MO, or any other location we designate
Forms, Computer and Accounting	6 hours	0 hours	St. Louis, MO, or any other location we designate
Review and Questions	1.5 hours	0 hours	St. Louis, MO, or any other location we designate
Window Cleaning	7 hours	6 hours	St. Louis, MO, or any other location we designate
Sales	6 hours	10 hours	St. Louis, MO, or any other location we designate
Additional Sales and Operations	2 hours	Up to 24 hours	Within your Territory
<b>TOTALS</b>	<b>43 hours</b>	<b>Up to 47 hours</b>	

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

Angie Masters, our Director of Franchise Support, oversees the training program and provides training on safety and insurance issues. Ms. Masters joined us in September 2004, is responsible for the Franchise Support team, and provides support to franchisees on operations, safety and insurance matters. The average experience of other Fish Window Cleaning trainers that assist in the training program is over five years in the respective subjects they teach.

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

We require you (~~and~~or your designated manager if someone other than you) to attend any annual national conference that we organize for our franchisees. In addition, you (~~and~~or your designated manager if someone other than you) must attend regional seminars that we may organize from time to time. You are responsible for travel, lodging and related costs and fees for all persons who attend from your Business. Additionally, you must pay an annual convention fee per attendee. Currently, this fee ranges from \$650 (in the event of early registration prior to the end of April for the subsequent year's annual national conference) to as high as \$700 for registrations during the ~~months~~month of May and up to June 15th.

Fishing Hole. We will grant you access to the Fishing Hole upon your purchase of the franchise, subject to our supervision and your agreement to keep all information on the Fishing Hole confidential. The Fishing Hole contains mandatory and suggested specifications, standards, and procedures. You must conduct your Business in accordance with all required standards, service style, procedures, techniques, and management systems or other materials described in the Fishing Hole. You must treat the information in the Fishing Hole and other written materials created for or approved for use in the operation of the Business, and the information contained in them, as confidential. The information and materials on the Fishing Hole constitute our operations manual. We may from time to time revise the contents of the Fishing Hole and you must comply with each new or changed standard. The Fishing Hole contains approximately ~~746~~236 pages. The table of contents to the Fishing Hole is included in this Disclosure Document as Exhibit G.

## ITEM 12 TERRITORY

We grant you the right to operate a FISH WINDOW CLEANING Business within a particular territory (the “**Territory**”). Your office must be at a location within the Territory that meets our site selection guidelines, and you must also have a P.O. Box located within the Territory. The method used to describe territorial boundaries of franchises will be one or a combination of the following: county lines, highways or streets, or zip codes.

We currently offer three Packages: the Small Package Territory contains a population of approximately 75,000 persons; the Standard Package Territory contains a population of approximately 200,000 persons; and the Executive Package Territory contains a population of



approximately 400,000 persons. The Franchise Agreement does not grant you any territorial rights beyond the Territory. You will maintain rights to your Territory even if the number of households in your Territory increases.

If you are an existing franchisee and have requested to expand your Territory into a limited number of open zip codes that are adjusted to your existing Territory, you meet our then-current requirements as set forth in the Manuals or otherwise in writing for adding-on zip codes, and we grant your request in writing, then you must pay us an amount equal to \$0.20 per person in the additional zip code(s) that we grant to you. In any event, we are not required to sell any additional zip codes to you once your Territory has been established and you sign the Franchise Agreement.

Except as noted below, and provided that you are in full compliance with your Franchise Agreement, we will not establish any other franchise or affiliate owned window cleaning business under the name FISH WINDOW CLEANING within your Territory during the term of your Franchise Agreement.

We reserve all other rights not specifically granted to you, including the right, while your Franchise Agreement is in effect, to sell or allow others to sell: any products or services anywhere using different trademarks; the same or similar products and services, competitive with those you will provide, anywhere using different channels of distribution; different products and services anywhere using the Marks; or the same products and services using the same trademarks anywhere outside your Territory. In addition, we may advertise, solicit and enter into Corporate Accounts, which are national, regional or other accounts we believe will benefit the system as further described in the Franchise Agreement, the Fishing Hole and Item 8, and Corporate Accounts may involve marketing in your Territory. If you agree to participate in or service Corporate Accounts, you must do so on the terms we specify, which terms may include, but may not be limited to, the provision of certain insurance, equipment, products and services, and the offer of services at prices not to exceed the maximum prices specified as well as payment by you of any applicable sales or broker commissions. If there is any customer in your Territory that (a) you are unwilling to provide services to, (b) if, in our judgment, that you are unavailable, unqualified, or unable to perform the requested services, or (c) upon the customer's request, then we may designate or authorize a corporate employee, another franchisee or any other third party to perform the services for that customer in your Territory. Due to the fact that others may service customers within your Territory in the event of these rare circumstances, there are limits on your territorial protections. 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. If we allow others to provide services in your Territory, you will not be entitled to any compensation for the sales or services performed. Subject to the rights granted to you in your Franchise Agreement, we may provide in the Fishing Hole for other programs in which we offer and sell, and/or authorize others to offer and sell, using the Marks or other marks, goods and services in your Territory that are identical or similar to and/or competitive with those provided at your Business. We may also acquire businesses or be acquired by a business offering similar products and services anywhere.

You may not service customers outside your Territory, except under the circumstances described below. You cannot advertise for or attempt to solicit customers for any products or services, including using Internet, telemarketing or other direct marketing, outside your Territory. The Fishing Hole may also set specific rules for engaging in, and what may constitute, marketing in your Territory and other related matters. If we permit you to advertise, solicit, service or sell in areas outside the Territory that are not serviced by another franchisee (each, an “**Open Territory**”), you must comply with all of the conditions and other requirements that we may from time to time specify (in the Fishing Hole or otherwise in writing) with respect to such activities. At any time upon our demand or upon your actual notice that an Open Territory has been purchased by another franchisee, you agree to immediately cease all activities in such Open Territory and to comply with our procedures for the transition of customer accounts for such Open Territory, all without compensation to you.

You may service customers located within another franchisee’s assigned Territory with the prior written approval of the other franchisee and by providing a copy of that approval to us before commencing service.

You may only provide products/services to customers outside your Territory in accordance with our policies and procedures and only with our prior written consent. We may set forth in the Fishing Hole or otherwise in writing the conditions under which we would grant our consent to your servicing or selling outside of your Territory and our consent may be conditioned upon whether you have obtained a required level or the highest level of quality or service as determined by a rating system we designate, which may change from time to time.

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

We do not otherwise limit or restrict your solicitation of customers in your Territory.

Neither we nor any other party are required to pay you as a result of us exercising in your Territory any of our rights described in this Item.

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

We require you to meet annual Minimum Performance Standards (the “Annual Minimum Performance Standards”) set forth in the ~~table~~[tables](#) below (for an initial term) to retain the rights to your Territory and to operate a Fish Window Cleaning Business. The Annual Minimum Performance Standards are threshold minimum gross sales amounts per year based on the population for your Territory and, accordingly, will vary based upon the Package you acquire. Your failure to meet the Annual Minimum Performance Standards for two consecutive years is grounds for immediate termination.

Initial Term	Small	Standard	Executive
Year One	\$57,200	\$68,640	\$74,360
Year Two	\$91,520	\$108,680	\$120,120
Year Three	\$125,840	\$148,720	\$165,880
Year Four	\$160,160	\$188,760	\$211,640
Year Five	\$194,480	\$228,800	\$257,400
Year Six	\$217,360	\$257,400	\$291,720
Year Seven	\$240,240	\$286,000	\$326,040
Year Eight	\$263,120	\$314,600	\$360,360
Year Nine	\$286,000	\$343,200	\$394,680
Year Ten	\$308,880	\$371,800	\$429,000

The Annual Minimum Performance Standards are different for a franchise renewal, and we reserve the right to increase them. For the first year of a renewal term, the Annual Minimum Performance Standards may be based off of your Annual Minimum Performance Standards in the final year of your immediately preceding term. We may also set annual increases in the Annual Minimum Performance Standards during a renewal term.

If it becomes necessary, on account of condemnation, sale or other cause, including expiration or cancellation of your lease, to relocate your office location for the Business, we will grant you authority to do so at a site in the Territory that is acceptable to us and that is reasonably suited for your Business, provided that you are not in default of the Franchise Agreement, any other agreements with us, or the lease for the former location and you are current on your financial obligations to us and our affiliates and all your third party creditors. You must provide us with at least 90 days prior written notice of your desire to relocate. The new location must be more than one mile from any existing FISH WINDOW CLEANING Business. The new location must be open and operating immediately after you close your previous location, all in accordance with our current standards at that time. You must continue to operate your Business continuously during the time you are relocating your office location.

### ITEM 13 TRADEMARKS

The Franchise Agreement licenses you to use the service mark FISH WINDOW CLEANING, as well as other trademarks, service marks, trade names and commercial symbols (collectively, the “**Marks**”). We own the following Marks that are registered on the Principal Register of the United States Patent and Trademark Office (“**USPTO**”):

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

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



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

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



Service Mark: FISH WINDOW CLEANERS  
Registration No.: 6,631,188  
Registration Date: February 1, 2022

We have filed or intend to file when due all required affidavits and renewals for the Marks listed above. We also claim common law trademark rights for all of the Marks.

Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing.

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

You must notify us immediately when you learn about an infringement of or challenge to your use of our Marks. We will take the action we think appropriate but are not obligated to protect your rights to use the Marks. We have the right to control the defense of any claim using attorneys we choose and you must cooperate in that defense. You may participate in the defense and settlement at your own expense but our decisions will be final and binding. Except to the

extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, we will indemnify you or reimburse you for your liability and reasonable costs if there is a challenge to your authorized use of our Marks provided you have notified us immediately after you learned of the challenge and cooperate with us in defending the challenge as required (Franchise Agreement § 3(D)).

You must follow our rules when you use the Marks and you may only use the Marks for the operation of your Business in your Territory. You must execute any documents we require to protect the Marks or to maintain their continued validity and enforceability. You may not directly or indirectly contest the validity of our Marks, our ownership of the Marks or our right to use or license our Marks, trade secrets, confidential information or business techniques that are part of our business (Franchise Agreement § 3(A)). You cannot use the Marks as part of a corporate or other legal name and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations (Franchise Agreement § 3(C)).

You must modify or discontinue the use of a Mark, at your expense if we direct. If we direct, you must adopt or use one or more additional or substituted Marks (Franchise Agreement §§ 3(B); 5(K)).

#### **ITEM 14**

#### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

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

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

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

Confidential information includes all information, data, knowledge, materials, techniques, and know-how designated or treated by us as confidential and includes any and all of the contents of the Fishing Hole, computer software or programs, training materials, operational videos, marketing programs, franchise rosters, franchisee lists including customer lists, and any

other materials designated or treated by us as confidential. You may not, at any time during or after the term of the Franchise Agreement, disclose, copy or use any confidential information except as we specifically authorize (Franchise Agreement, § 5(G)).

If we ask, you must have your personnel who receive or will have access to confidential information sign covenants not to divulge the confidential information or use it for their own benefit. If you are a corporation or other business entity, your shareholders, members and/or owners must also abide by these covenants and sign a Guaranty. If we ask, your employees with access to the Fishing Hole must sign a confidentiality agreement agreeing to not disclose this information.

If you develop any new product, concept, invention, business venture, technique, process or improvement in the operation or promotion of your Business, you must promptly notify us and provide us with all necessary information free of charge. You acknowledge that we own any such information and you agree to assign ownership of same to us, and you acknowledge that we may provide this information to other franchisees for their use in their franchises (Sections 1.B and 5.G of Franchise Agreement).

You must notify us immediately if you learn about an unauthorized use of our confidential information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of our confidential information. You must comply with all changes to the requirements, standards, and procedures set forth on the Fishing Hole at your cost.

## **ITEM 15**

### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

If you are an individual, you must directly perform or supervise the operation of the Business unless we consent otherwise. In the event you are a corporation, partnership, or other business entity, your Business must at all times be under the supervision of a designated principal owner. Your principal owners must be those persons who are actively involved in the Business and they must be Personal Guarantors who own at least 5% of the Business's ownership interests. If you will have a designated manager that is someone other than you who will oversee and manage the day to day operations of the Business at the time you commence operations, then you must sign Schedule J to the Franchise Agreement. In each instance, the individual who will directly supervise and manage the operation of the Business in the Territory must complete our training program.

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



satisfactory to us from your owners (if the franchisee is an entity), your spouse, your designated manager and other key employees. While you own the Business, you cannot have an interest or relationship with any competitors.

## **ITEM 16**

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

We require you to offer and sell only the Approved Products and Services that we designate as required for all franchisees, and that we have approved in writing or that meet our quality standards posted from time to time on the Fishing Hole. These required services include, but are not limited to, glass (of all type), gutter, light fixture, screen, door, and sign cleaning. There are no limits on our right to make modifications to those products and services from time to time as set forth on the Fishing Hole or otherwise in writing. Any failure to comply with these standards may result in termination of your Franchise Agreement. See ITEM 17. Parts, supplies, and equipment used in your Business must be approved by us. See ITEM 8.

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

You are not limited in your solicitation of customers in the Territory, although we own all customer information and may use the customer information as we deem appropriate (subject to applicable law), including, without limitation, cross-marketing, customer loyalty programs, or other purposes. We also reserve the right to put some limitations on national or regional accounts that we may develop for the FISH WINDOW CLEANING System. See ITEM 12. Our policies and procedures for National/Regional Accounts will be included on the Fishing Hole.

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**ITEM 17**  
**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**FRANCHISE RELATIONSHIP**

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

<b>Provision</b>	<b>Section in Franchise Agreement (unless otherwise specified)</b>	<b>Summary</b>
a. Length of the franchise term	4(A)	Initial term is 10 years.
b. Renewal or extension of the term	4(B), (C)	<p>Your Franchise Agreement can be renewed for one additional 10-year term by executing the then-current form of franchise agreement and meeting the other requirements for renewal; if you continue to operate after expiration of the initial or a renewal term, we may, at our sole election, treat the Franchise Agreement as expired or as continued on a month-to month basis until both parties agree to enter into our then-current form of franchise agreement for a renewal term or until one party provides the other with written notice of termination, in which case the interim period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the interim period as if the Franchise Agreement had not expired.</p> <p>Once you have renewed your Franchise Agreement, you have no automatic further right of renewal and the provisions about renewal described in this section do not apply. At that point you may enter into a new franchise agreement on the then current terms if you and we agree to a new agreement.</p>
c. Requirements to renew or extend	4(B), (C)	<p>In addition, you cannot be in default of current Franchise Agreement; you must give us written notice; you and your guarantors must sign a general release, which is subject to state law; you must pay us a renewal fee of \$5,000; you must complete our then current training requirements and any refreshing training that we may require; and you must sign the most current version of our franchise agreement, which may contain materially different terms and conditions compared to your Original Franchise Agreement.</p>

Provision	Section in Franchise Agreement (unless otherwise specified)	Summary
d. Termination by you	12(C)	You may terminate the Franchise Agreement as a result of our breach of a material provision of the Franchise Agreement, provided that you give us written notice of the breach and we fail to cure the breach within 30 days after our receipt of your written notice. If we fail to cure the breach, the termination will become effective 60 days after our receipt of your written notice of breach. (Subject to state law)
e. Termination by us without Cause	None	We cannot terminate your Franchise Agreement without cause.
f. Termination by us with Cause	12(B)	We can terminate your Franchise Agreement only if you default.
g. “Cause” defined – curable defaults	12(B)(1)	You have 10 days (subject to local state law) to cure if you fail to pay amounts due or fail to submit required reports. You have 30 days to cure all other defaults of the Franchise Agreement except for the non-curable defaults described below.
h. “Cause” defined – non-curable defaults	12(B)(2)	You made material misrepresentations to us in the application for the franchise or other reports or information provided to us; you voluntarily abandon performance of the Franchise Agreement (including by failing to operate the Business for seven or more consecutive days); state or local authority close the Business for safety reasons; you register any domain name containing our Marks or use Confidential Information in unauthorized manner; you or your guarantor become insolvent or make an assignment for the benefit of creditors or other similar arrangements; you or your guarantor are convicted of (or plead no contest to) any misdemeanor bringing the Marks into disrepute or impairing your reputation or goodwill of the Marks or of the Business; you or your guarantor are convicted of (or plead no contest to) any felony; you intentionally understate or underreport Gross Sales, Royalty Fees, or Brand Building Fees; any understatement or 2% variance on a subsequent audit within a 2-year period; any transfer or assignment without our consent as provided in the Franchise Agreement; you fail to meet your Annual Minimum Performance Standards for two consecutive years; or any default by you that is the second default of any type within any 12-month consecutive period, even if the default(s) were cured.
i. Your obligations on termination/non-renewal	13	Your obligations include complete de-identification of the Business (including all vehicles) and immediate discontinuation of advertising or any other use of the Marks or

Provision	Section in Franchise Agreement (unless otherwise specified)	Summary
		any other promotional materials furnished by us; return to us all copies of the Manuals, software, customer lists and ongoing customer contracts; assignment to us of all right in the telephone numbers, websites, and domain names for the Business and cancelation or assignment, at our option, of any assumed name rights or equivalent registrations; assignment to us, upon our demand, of your remaining interest in any lease for the Business; and payment of any amounts due to us or to third parties for amounts guaranteed by us; compliance with non-competition covenants (see r., below).
j. Assignment of contract by us	10(G)	We may assign your Franchise Agreement to any 3rd party without prior notice to you and without your consent.
k. “Transfer” by you – defined	10(A)	Includes any sale, lease, pledge, management agreement, contract for deed, option agreement, bequest, gift, any arrangement in which you turn over all or part of the operation of the Business to someone who shares in the losses or profits of the Business other than an employee; any 20% or more change in the ownership of the franchisee entity; or any change in the general partner of a franchisee that is a partnership entity.
l. Franchisor approval of transfer by Franchisee	10(B)	We have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for Franchisor approval of transfer	10(B) – (D)	You are not in default; you have paid in full all amounts owed to us, our affiliates, or your suppliers, or upon which we have contingent liability; you have provided all required reports; the new franchisee qualifies; training for new franchisee is arranged; you, owners and guarantors sign release; transfer fee paid; current franchise agreement signed by new franchisee; new franchisee agrees to be bound by all customer obligations of Franchisee, including all warranty work and service plans obligations (also see r, below).
n. Franchisor’s right of first refusal to acquire the Business	10(F)	We may buy your franchise at the same price and on the same terms as those of a third-party offer.
o. Franchisor’s option to purchase the Business	13(B)	o. Upon the expiration or termination of the Franchise Agreement (unless you enter into a Successor Franchise Agreement); or upon any breach, default or other event that gives us the right to terminate the Franchise Agreement, after expiration of any applicable notice and cure period) we have the option to purchase your Business, and all its improvements,

Provision	Section in Franchise Agreement (unless otherwise specified)	Summary
		furniture, fixtures, and equipment, and all of your other business assets that we designate in a notice of preliminary intent to purchase. The purchase price for the assets we elect to purchase will be their current fair market value of the assets. If we cannot agree on fair market value of such assets within 30 days after your receipt of our notice of preliminary intent to purchase, an independent appraiser will be designated by us and the appraised value will be the purchase price of such assets. The appraised value will exclude any and all consideration for goodwill or going concern value created by the Marks, the System and the customer lists. We will notify you of our intention to exercise our rights to purchase within 30 days following an expiration or termination of the Franchise Agreement.
p. Death or disability of Franchisee	10(E)	Your personal representative must, within 120 days, tender the right of first refusal, apply for our consent to the transfer, pay the transfer fee and satisfy the transfer conditions (provided that no right of first refusal or transfer fee is applicable if the transferee is your spouse or child).
q. Non-competition covenants during the term of the Franchise Agreement	9(D)	<p>You (including your guarantors, owners, managers, or officers if you are an entity, or your spouse, children, parents, or siblings if you are an individual) cannot be involved in a Competitive Business.</p> <p>A “<b>Competitive Business</b>” is any business that offers or sells commercial or residential window cleaning, gutter cleaning or power washing, or otherwise competes with our System.</p>
r. Non-competition covenants after the Franchise Agreement is terminated or expires	9(D)	For 1 year, no Competitive Business in your Territory, within a 25-mile radius of the outer boundary of your Territory, or inside the territory of another Fish Window Cleaning business.
s. Modification of the Franchise Agreement	14(B)	No modification of the Franchise Agreement except by written agreement of both parties.
t. Integration/merger clause	14(B)	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	11	Most disputes must be initially mediated. If a dispute is not resolved through the mediation process described in the Franchise Agreement, most disputes must be settled by binding arbitration. This provision is subject to state law.

Provision	Section in Franchise Agreement (unless otherwise specified)	Summary
v. Choice of venue	14(H)	Unless local law supersedes this provision, venue for mediation, arbitration, and litigation is in Federal District Court for the Eastern District of Missouri or in St. Louis County Circuit Court, St. Louis, Missouri.
w. Choice of law	14(G)(1)	Missouri law applies unless local state law supersedes this provision.

SEE THE ATTACHED STATE ADDENDA (Exhibit K) FOR ADDITIONAL DISCLOSURES.

## ITEM 18 PUBLIC FIGURES

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

## ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

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

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

The information in the table below is a historical financial performance representation for a subset of FISH WINDOW CLEANING businesses from January 1, ~~2020~~2021 until December 31, ~~2020~~2021, January 1, ~~2021~~2022 until December 31, ~~2021~~2022, and January 1, ~~2022~~2023 until December 31, ~~2022~~2023. ~~We had 280 outlets in our system as of December 31, 2020, and 271 outlets in our system as~~

As of December 31, 2021, and 264 there were 270 franchised outlets in our system~~as of December 31, 2022, which number includes 1 affiliate-owned outlet.~~ The information in the ~~table~~tables below is based on information ~~for the 255 franchised outlets that were open and operating for the 12-month period from January 1, 2020 until December 31, 2020, the~~from 257 of these franchised outlets that were open and operating for the 12-month period from January 1, 2021 until December 31, 2021,~~and the 255 franchised outlets that were open and operating for the 12-month period from January 1, 2022 until December 31, 2022.~~ While our Franchisees were deemed essential workers and were not required to cease operations in 2020, approximately 35% of our Franchisees elected to temporarily close for between one to six weeks between March and April 2020. However, ~~all of those outlets that temporarily ceased operations during that time period, but were otherwise open and operating throughout January 1, 2020 until December 31, 2020, are included in this Item 19.~~

~~Therefore, the remaining 23 franchised outlets were not included in the table below for 2020 because they were not open and operating for the 12-month period ending December 31, 2020. 10 of those franchised outlets permanently closed during the 2020 fiscal year (0 of which had been open for less than 12 months) and 3 temporarily ceased operations for several months during the 2020 fiscal year and were not open and operating as of December 31, 2020.~~

~~Additionally, the~~ (“2021 Outlets”). The remaining 13 franchised outlets that were open as of December 31, 2021 were not included in the table below for 2021 because they were not open and operating for the 12-month period ending December 31, 2021. 16 franchised outlets permanently closed during the 2021 fiscal year (0 of which had been open for less than 12 months) and were also excluded from this Item 19.

~~Additionally, the~~As of December 31, 2022, there were 263 franchised outlets in our system. The information in the tables below is based on information from 255 of these franchised outlets that were open and operating for the 12-month period from January 1, 2022 until December 31, 2022 (“2022 Outlets”). The remaining ~~68~~ franchised outlets that were open as of December 31, 2022 were not included in the table below for 2022 because they were not open and operating for the 12-month period ending December 31, 2022. 11 franchised outlets permanently closed during the 2022 fiscal year (0 of which had been open for less than 12 months) and were also excluded from this Item 19.

As of December 31, 2023, there were 264 franchised outlets in our system. The information in the tables below is based on information from 257 of these franchised outlets that were open and operating for the 12-month period from January 1, 2023 until December 31, 2023 (“2023 Outlets”). The remaining 7 franchised outlets that were open as of December 31, 2023 were not included in the table below for 2023 because they were not open and operating for the 12-month period ending December 31, 2023. 6 franchised outlets permanently closed during the 2023 fiscal year (0 of which had been open for less than 12 months) and were also excluded from this Item 19.

The affiliate-owned outlet is excluded from ~~the~~tables below ~~table for the 2020 fiscal year, the 2021 fiscal year, and the~~ 2022 fiscal year, and 2023 fiscal year data.

The information in the ~~table~~tables below was prepared from sales records and reports from the franchised businesses and the affiliate-owned business, though our affiliate-owned business is not included in the tables below. We do not know of an instance, nor do we have reason to believe, that a franchisee would overstate or understate the information in the table below. The FISH WINDOW CLEANING businesses included in this financial performance representation share similar characteristics in that they are in similar locations, have similar degrees of competition, offer similar services, are entitled to receive similar goods and services from us.

	<b>Number of New Customers in 2020</b>	<b>Total Revenue in 2020</b>	<b>Number of New Customers in 2021</b>	<b>Total Revenue in 2021</b>	<b>Number of New Customers in 2022</b>	<b>Total Revenue in 2022</b>	<b>Number of New Customer s in 2023</b>	<b>Total Revenue in 2023</b>
<b>Average of Top 10%</b>	<del>602</del>	<del>\$742,662</del>	716	\$999,243	652	\$1,150,446	<u>596</u>	<u>\$1,290,413</u>
<b>Median of Top 10%</b>	<del>555</del>	<del>\$640,541</del>	638	\$869,501	631	\$1,030,425	<u>563</u>	<u>\$1,152,831</u>
<b>Range of Top – Bottom in Top 10%</b>	<del>987 to 470</del>	<del>\$1,571,999 to \$517,974</del>	1,153 to 577	\$2,175,724 to \$723,982	961 to 507	\$2,276,616 to \$802,183	<u>823 to 488</u>	<u>\$2,517,481 to \$893,040</u>
<b>Average of Top 50%</b>	<del>351</del>	<del>\$417,087</del>	440	\$554,887	402	\$665,763	<u>356</u>	<u>\$734,360</u>
<b>Median of Top 50%</b>	<del>303</del>	<del>\$366,956</del>	406	\$472,781	361	\$562,393	<u>321</u>	<u>\$631,426</u>
<b>Range of Top – Bottom in Top 50%</b>	<del>987 to 187</del>	<del>\$1,571,999 to \$223,351</del>	1,153 to 237	\$2,175,724 to \$302,786	961 to 217	\$2,276,616 to \$367,350	<u>823 to 188</u>	<u>\$2,517,481 to \$388,411</u>
<b>Average of Bottom 50%</b>	<del>104</del>	<del>\$133,613</del>	132	\$175,343	128	\$217,960	<u>112</u>	<u>\$245,428</u>
<b>Median of Bottom 50%</b>	<del>107</del>	<del>\$131,191</del>	138	\$166,455	137	\$220,063	<u>116</u>	<u>\$248,388</u>
<b>Rang e Top –</b>	<del>181 to 8</del>	<del>\$222,448 to \$39,105</del>	233 to 15	\$301,028 to \$31,919	217 to 13	\$359,639 to \$54,646	<u>188 to 18</u>	<u>\$387,787 to \$68,316</u>



	<b>Number of New Customers in 2020</b>	<b>Total Revenue in 2020</b>	<b>Number of New Customers in 2021</b>	<b>Total Revenue in 2021</b>	<b>Number of New Customers in 2022</b>	<b>Total Revenue in 2022</b>	<b><u>Number of New Customer s in 2023</u></b>	<b><u>Total Revenue in 2023</u></b>
<b>Bottom in Bottom 50%</b>								
<b>Average of Bottom 10%</b>	<del>36</del>	<del>\$66,550</del>	43	\$79,564	55	\$104,252	<u>46</u>	<u>\$121,556</u>
<b>Median of Bottom 10%</b>	<del>35</del>	<del>\$69,629</del>	45	\$82,854	49	\$110,336	<u>50</u>	<u>\$115,270</u>
<b>Range of Top – Bottom in Bottom 10%</b>	<del>55 to 8</del>	<del>\$87,459 to \$39,105</del>	71 to 15	\$112,623 to \$31,919	70 to 13	\$134,492 to \$54,646	<u>69 to 18</u>	<u>\$157,550 to \$68,316</u>

## NOTES

- (1) Number of New Customers. This number represents the number of new commercial customers and new residential customers that outlets provided service to in the respective year.

~~(a) — 2020: Specifically, 9 outlets (4% of the 255 outlets) attained or surpassed the average of the outlets in the top 10% for this category; 50 outlets (20% of the 255 outlets) attained or surpassed the average of the outlets in the top 50% for this category. Additionally, 62 outlets (24% of the 255 outlets) met or were below the average of the outlets in the bottom 50% for this category; 15 outlets (6% of the 255 outlets) met or were below the average of outlets in the bottom 10% for this category.~~

(a) ~~(b)~~ 2021 Outlets: Specifically, 9 outlets (4% of the 257) attained or surpassed the average of the outlets in the top 10% for this category; 52 outlets (20% of the 257 outlets) attained or surpassed the average of the outlets in the top 50% for this category. Additionally, 60 outlets (23% of the 257 outlets) met or were below the average of the outlets in the bottom 50% for this category; 12 outlets (5%

of the 257 outlets) met or were below the average of outlets in the bottom 10% for this category.

(b) ~~(e)~~-2022 Outlets: Specifically, 11 outlets (4% of the 255 outlets) attained or surpassed the average of the outlets in the top 10% for this category; 51 outlets (20% of the 255 outlets) attained or surpassed the average of the outlets in the top 50% for this category;. Additionally, 56 outlets (22% of the 255 outlets) met or were below the average of the outlets in the bottom 50% for this category; 15 outlets (6% of the 255 outlets) met or were below the average of outlets in the bottom 10% for this category.

(c) 2023 Outlets: Specifically, 9 outlets (4% of the 257 outlets) attained or surpassed the average of the outlets in the top 10% for this category; 52 outlets (20% of the 257 outlets) attained or surpassed the average of the outlets in the top 50% for this category;. Additionally, 58 outlets (23% of the 257 outlets) met or were below the average of the outlets in the bottom 50% for this category; 18 outlets (7% of the 257 outlets) met or were below the average of outlets in the bottom 10% for this category.

- (2) Total Revenue. “**Total Revenue**” means the total revenues derived in and from the operation of the Business or Businesses referenced in each subgroup.

~~(a) — 2020: Specifically, 9 outlets (4% of the 255 outlets) attained or surpassed the average of the outlets in the top 10% for this category; 49 outlets (19% of the 255 outlets) attained or surpassed the average of the outlets in the top 50% for this category. Additionally, 67 outlets (26% of the 255 outlets) met or were below the average of the outlets in the bottom 50% for this category; 11 outlets (4% of the 255 outlets) met or were below the average of the outlets in the bottom 10% for this category.~~

(a) ~~(b)~~-2021 Outlets: Specifically, 9 outlets (4% of the 257 outlets) attained or surpassed the average of the outlets in the top 10% for this category; 49 outlets (19% of the 257 outlets) attained or surpassed the average of the outlets in the top 50% for this category. Additionally, 70 outlets (27% of the 257 outlets) met or were below the average of the outlets in the bottom 50% for this category; 11 outlets (4% of the 257 outlets) met or were below the average of the outlets in the bottom 10% for this category.

(b) ~~(e)~~-2022 Outlets: Specifically, 9 outlets (4% of the 255 outlets) attained or surpassed the average of the outlets in the top 10% for this category; 48 outlets (19% of the 255 outlets) attained or surpassed the average of the outlets in the top 50% for this category. Additionally, 63 outlets (25% of the 255 outlets) met or were below the average of the outlets in the bottom 50% for this category; 12 outlets (5% of the 255 outlets) met or were below the average of the outlets in the bottom 10% for this category.

(c) 2023 Outlets: Specifically, 9 outlets (4% of the 257 outlets) attained or surpassed the average of the outlets in the top 10% for this category; 44 outlets (17% of the 257 outlets) attained or surpassed the average of the outlets in the top 50% for this category;. Additionally, 63 outlets (25% of the 257 outlets) met or were below the average of the outlets in the bottom 50% for this category; 14 outlets (5% of the 257 outlets) met or were below the average of outlets in the bottom 10% for this category.

- (3) Outlet Results. The top outlet for one category in the table above may not be the top outlet for any other category. Similarly, the outlets in the top 10% or top 50% for one category in the table above may not be in the top 10% or top 50% for any other category.
- (4) Affiliate-Owned Business Results. The table above only includes information relating to franchised outlets. The one affiliate-owned business located in St. Louis, Missouri, ~~had 753 new accounts and Total Revenue of \$1,077,061 in 2020, and~~ had 1,195 new accounts of Total Revenue of \$1,394,674 in 2021, and had 1,139 new accounts and Total Revenue of \$1,579,839 in 2022, and had 926 new accounts and Total Revenue of \$1,830,572 in 2023.

~~The information in the table below is a historical financial performance representation for a subset of FISH WINDOW CLEANING businesses from January 1, 2020 until December 31, 2020; January 1, 2021 until December 31, 2021, and January 1, 2022 until December 31, 2022. We had 255 franchised and one affiliate-owned outlets in our system that were open for at least 12 months as of December 31, 2020, 257 franchised and one affiliate-owned outlets in our system that were open for at least 12 months as of December 31, 2021, and 255 franchised and one affiliate-owned outlets in our system that were open for at least 12 months as of December 31, 2022. The information in the table below is based on information for the 255 franchised outlets that were open and operating for the 12-month period ended December 31, 2020, 257 franchised outlets that were open and operating for the 12-month period ended December 31, 2021, and 255 franchised outlets that were open and operating for the 12-month period ended December 31, 2022. The table below excludes 23 franchised outlets that were not open and operating for the full 12-month period ended December 31, 2019, 13 franchised outlets that were not open and operating for the full 12-month period ended December 31, 2021, and 6 franchised outlets that were not open and operating for the full 12-month period ended December 31, 2022. The affiliate-owned outlet is also excluded from the below chart. We do not know of an instance, nor do we have reason to believe, that a franchisee would overstate or understate information through our proprietary software application. The FISH WINDOW CLEANING businesses included in this financial performance representation share similar characteristics in that they are in similar locations, have similar degrees of competition, offer similar services, are entitled to receive similar goods and services from us~~

The information in the table below is a historical financial performance representation for the 2021 Outlets, 2022 Outlets and 2023 Outlets. The information in the table below does not include any information from the affiliate-owned outlet.

	Average for Reporting Outlets s-2020	Median for Reporting Outlets s-2020	Range of Lowest to Highest Average Revenue 2020	Average for Reporting Outlets s-2021	Median for Reporting Outlets s-2021	Range of Lowest to Highest Average Revenue 2021 Outlets	Average for Reporting Outlets s-2022	Median for Reporting Outlets s-2022	Range of Lowest to Highest Average Revenue 2022 Outlets	Average for 2023 Outlets	Median for 2023 Outlets	Range of Lowest to Highest Average Revenue 2023 Outlets
Average Revenue from a Residential Window Cleaning	\$278	\$266	L: \$103 H: \$547	\$303	\$291	L: \$111 H: \$650	\$329	\$318	L: \$111 H: \$731	\$339	\$331	L: \$113 H: \$718
Average Revenue from a Commercial Window Cleaning	\$59	\$53	L: \$29 H: \$240	\$62	\$58	L: \$29 H: \$234	\$69	\$65	L: \$33 H: \$262	\$75	\$72	L: \$39 H: \$231
Average Annual Price for a Commercial Route Job	\$746	\$669	L: \$370 H: \$2,463	\$849	\$770	L: \$406 H: \$3,943	\$957	\$852	L: \$471 H: \$4,264	\$1018	\$909	L: \$351 H: \$4,063

#### NOTES:

- (1) Average Revenue from a Residential Window Cleaning. This average represents the average revenue received by the applicable outlets from a residential window cleaning in the respective calendar year.
- (2) Average Revenue from a Commercial Window Cleaning. This average represents the average revenue received by the applicable outlets from a commercial window cleaning in the respective calendar year.
- (3) Average Annual Price for a Commercial Route Job. A commercial route job is a recurring commercial window cleaning job that an outlet performs at least eight times in at least one of our 13 four-week accounting periods (we have 13 four-week accounting periods, not 12 monthly accounting periods). This average represents the average annual price scheduled in our proprietary software application to be

charged for all of the window cleanings associated with a commercial route job in the respective calendar year. This average does not represent the average revenue that was received as a result of the window cleanings for a commercial route job in in the respective calendar year.

- (4) Affiliate-owned Business Results. This chart only includes information relating to franchised outlets.

~~(a)~~ ~~2020: The one affiliate-owned business located in St. Louis, Missouri had \$340 in Average Revenue from a Residential Window Cleaning, \$55 in Average Revenue from a Commercial Window Cleaning, and \$598 in Average Annual Price for a Commercial Route Job.~~

(a) ~~(b)~~ 2021: The one affiliate-owned business located in St. Louis, Missouri had \$368 in Average Revenue from a Residential Window Cleaning, \$62 in Average Revenue from a Commercial Window Cleaning, and \$631 in Average Annual Price for a Commercial Route Job.

(b) ~~(c)~~ 2022: The one affiliate-owned business located in St. Louis, Missouri had \$401 in Average Revenue from a Residential Window Cleaning, \$71 in Average Revenue from a Commercial Window Cleaning, and \$731 in Average Annual Price for a Commercial Route Job.

(a) 2023: The one affiliate-owned business located in St. Louis, Missouri had \$422 in Average Revenue from a Residential Window Cleaning, \$79 in Average Revenue from a Commercial Window Cleaning, and \$760 in Average Annual Price for a Commercial Route Job.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting S. Michael Merrick, 200

Enchanted Parkway, Manchester, Missouri 63021, (877) 707-3474, the Federal Trade Commission, and the appropriate state regulatory agencies.

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## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1  
System-wide Outlet Summary  
For Years ~~2020~~2021 to ~~2022~~2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	<del>2020</del>	<del>279</del>	<del>279</del>	<del>0</del>
	2021	279	270	-9
	2022	270	<del>263</del> <u>264</u>	<del>-6</del> <sup>*</sup>
	<u>2023</u>	<u>263</u>	<u>264</u>	<u>+1</u>
Company-Owned	<del>2020</del>	<del>1</del>	<del>1</del>	<del>0</del>
	2021	1	1	0
	2022	1	1	0
	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>
Total Outlets	<del>2020</del>	<del>280</del>	<del>280</del>	<del>0</del>
	2021	280	271	-9
	2022	271	264*	-6*
	<u>2023</u>	<u>264</u>	<u>265</u>	<u>+1</u>

<sup>\*</sup>Two territories owned by the same franchisee were merged into one, and therefore, it has not been counted as a closure but there is 1 less in MO

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

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

Table No. 2  
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)  
For Years ~~2020~~2021 to ~~2022~~2023

State	Year	Number of Transfers
<u>Arizona</u>	<u>2021</u>	<u>0</u>
	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
Alabama	<del>2020</del>	<del>0</del>
	2021	2
	2022	0



State	Year	Number of Transfers
	<u>2023</u>	<u>1</u>
Arkansas	<del>2020</del>	<del>0</del>
	2021	1
	2022	0
	<u>2023</u>	<u>0</u>
California	<del>2020</del>	<del>0</del>
	2021	1
	2022	0
	<u>2023</u>	<u>2</u>
Connecticut	<del>2020</del> <u>2022</u>	<del>0</del> <u>1</u>
	<u>2023</u>	<u>0</u>
<u>Florida</u>	2021	0
	2022	<del>1</del> <u>0</u>
	<u>2023</u>	<u>2* same location</u>
Georgia	<del>2020</del>	<del>2</del>
	2021	0
	2022	1
	<u>2023</u>	<u>2</u>
Illinois	<del>2020</del>	<del>1</del>
	2021	0
	2022	0
	<u>2023</u>	<u>0</u>
Indiana	<del>2020</del> <u>2021</u>	<del>1</del> <u>0</u>
	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
<u>Kentucky</u>	<u>2021</u>	<u>0</u>
	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
<u>Louisiana</u>	2021	0
	2022	0
	<u>2023</u>	<u>0</u>
Massachusetts	<del>2020</del> <u>2021</u>	<del>1</del> <u>0</u>
	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
<u>Michigan</u>	2021	0
	2022	

State	Year	Number of Transfers
		0
	<a href="#">2023</a>	<a href="#">0</a>
Minnesota	<del>2020</del>	<del>0</del>
	2021	2
	2022	0
	<a href="#">2023</a>	<a href="#">0</a>
Missouri	<del>2020</del>	<del>1</del>
	2021	0
	2022	0
	<a href="#">2023</a>	<a href="#">0</a>
New Jersey	<del>2020</del>	<del>0</del>
	2021	1
	2022	0
	<a href="#">2023</a>	<a href="#">0</a>
North Carolina	<del>2020</del>	<del>1</del>
	2021	0
	2022	0
	<a href="#">2023</a>	<a href="#">1</a>
<del>Ohio</del>	<del>2020</del>	<del>0</del>
<a href="#">Ohio</a>	2021	1
	2022	0
	<a href="#">2023</a>	<a href="#">1</a>
Pennsylvania	<del>2020</del>	<del>1</del>
	2021	0
	2022	1
	<a href="#">2023</a>	<a href="#">0</a>
South Dakota	<del>2020</del>	<del>0</del>
	2021	1
	2022	0
	<a href="#">2023</a>	<a href="#">0</a>
<a href="#">Tennessee</a>	<a href="#">2021</a>	<a href="#">0</a>
	<a href="#">2022</a>	<a href="#">0</a>
	<a href="#">2023</a>	<a href="#">0</a>
Texas	<del>2020</del> <a href="#">2021</a>	<del>1</del> <a href="#">0</a>
	<a href="#">2022</a>	<a href="#">0</a>
	<a href="#">2023</a>	<a href="#">0</a>

State	Year	Number of Transfers
<a href="#">Virginia</a>	<a href="#">2021</a>	<u>0</u>
	<a href="#">2022</a>	<u>0</u>
	<a href="#">2023</a>	<u>0</u>
<a href="#">Washington</a>	2021	0
	2022	0
	<a href="#">2023</a>	<u>0</u>
Wisconsin	<del>2020</del>	<del>0</del>
	2021	0
	2022	2
	<a href="#">2023</a>	<u>0</u>
Totals	<del>2020</del>	<del>9</del>
	2021	9
	2022	5
	<a href="#">2023</a>	<u>9</u>

Table No. 3  
Status of Franchised Outlets  
For Years ~~2020~~[2021](#) to ~~2022~~[2023](#)

State	Year	Outlets at Start of the Year	Outlets Added	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
Alabama	<del>2020</del>	<del>4</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>4</del>
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	1	3
	<a href="#">2023</a>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Arizona	<del>2020</del>	<del>5</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>6</del>
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	<a href="#">2023</a>	<u>6</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
Arkansas	<del>2020</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	<a href="#">2023</a>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
California	<del>2020</del>	<del>27</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>	<del>26</del>
	2021	26	0	0	0	0	2	24

State	Year	Outlets at Start of the Year	Outlets Added	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2022	24	0	1	0	0	1	22
	<u>2023</u>	<u>22</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>21</u>
Colorado	<del>2020</del>	<del>7</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>7</del>
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	<u>2023</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
Connecticut	<del>2020</del>	<del>6</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>6</del>
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	1	5
	<u>2023</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Delaware	<del>2020</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<del>Florida</del>	<del>2020</del>	<del>24</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>24</del>
<u>Florida</u>	2021	24	2	0	0	0	1	25
	2022	25	1	0	0	0	0	26
	<u>2023</u>	<u>26</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>28</u>
Georgia	<del>2020</del>	<del>11</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>11</del>
	2021	11	1	0	0	0	0	12
	2022	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	<u>2023</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
Idaho	<del>2020</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Illinois	<del>2020</del>	<del>6</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>6</del>
	2021	6	1	0	0	0	1	6
	2022	6	0	1	0	0	0	5
	<u>2023</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Indiana	<del>2020</del>	<del>8</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>9</del>
	2021	9	0	0	0	0	1	8
	2022	8	0	0	0	0	0	8

State	Year	Outlets at Start of the Year	Outlets Added	Termina- tions	Non- Renewals	Reacquired by Franchisor	Ceased Opera-tio ns- Other Reasons	Outlets at End of the Year
	<u>2023</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
Iowa	<del>2020</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>3</del>
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Kansas	<del>2020</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>3</del>
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Kentucky	<del>2020</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Louisiana	<del>2020</del>	<del>5</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>4</del>
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	<u>2023</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
Maine	<del>2020</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Maryland	<del>2020</del>	<del>5</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>5</del>
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	<u>2023</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>4</u>
Massachusetts	<del>2020</del>	<del>9</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>9</del>
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	<u>2023</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
Michigan	<del>2020</del>	<del>13</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>12</del>
	2021	12	0	0	0	0	0	12
	2022	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	<u>2023</u>	12	0	0	0	0	0	12

State	Year	Outlets at Start of the Year	Outlets Added	Termina- tions	Non- Renewals	Reacquired by Franchisor	Ceased Opera-tio ns- Other Reasons	Outlets at End of the Year
Minnesota	<del>2020</del>	<del>4</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>4</del>
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	1	3
	<u>2023</u>	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
Mississippi	<del>2020</del>	<del>1</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>1</del>
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Missouri	<del>2020</del>	<del>6</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>5</del>
	2021	5	0	0	0	0	0	5
	2022	5	<del>1</del> 2	0	0	0	0	5*
	<u>2023</u>	<u>5*</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
Montana	<del>2020</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Nebraska	<del>2020</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Nevada	<del>2020</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>2</del>
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
New Hampshire	<del>2020</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
New Jersey	<del>2020</del>	<del>9</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>10</del>
	2021	10	0	0	0	0	1	9
	2022	9	1	0	0	0	0	10
	<u>2023</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
New York	<del>2020</del>	<del>6</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>6</del>

State	Year	Outlets at Start of the Year	Outlets Added	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	6	0	0	0	0	2	4
	2022	4	0	0	0	0	1	3
	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
North Carolina	<del>2020</del>	<del>9</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>9</del>
	2021	9	1	0	0	0	1	9
	2022	9	0	0	0	0	1	8
	<u>2023</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
<del>Ohio</del>	<del>2020</del>	<del>13</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>13</del>
<u>Ohio</u>	2021	13	0	0	0	0	2	11
	2022	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
	<u>2023</u>	11	0	0	0	0	0	11
Oklahoma	<del>2020</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Oregon	<del>2020</del>	<del>4</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>5</del>
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	<u>2023</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Pennsylvania	<del>2020</del>	<del>12</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>12</del>
	2021	12	0	0	0	0	1	11
	2022	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
	<u>2023</u>	11	0	0	0	0	0	11
Rhode Island	<del>2020</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
South Carolina	<del>2020</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>3</del>
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	1	3
	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>
South Dakota	<del>2020</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	2021	1	0	0	0	0	0	1



State	Year	Outlets at Start of the Year	Outlets Added	Termina- tions	Non- Renewals	Reacquired by Franchisor	Ceased Opera-tio ns- Other Reasons	Outlets at End of the Year
	2022	1	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Tennessee	<del>2020</del>	<del>5</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>6</del>
	2021	6	0	0	0	0	0	6
	2022	6	1	0	1	0	0	6
	<u>2023</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
<del>Texas</del>	<del>2020</del>	<del>27</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>27</del>
<u>Texas</u>	2021	27	0	0	0	0	3	24
	2022	24	0	0	0	0	1	23
	<u>2023</u>	<u>23</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>23</u>
<del>Utah</del>	<del>2020</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>3</del>
<u>Utah</u>	2021	3	0	0	0	0	1	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>
Virginia	<del>2020</del>	<del>6</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>7</del>
	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	0	8
	<u>2023</u>	<u>8</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
Washington	<del>2020</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>3</del>
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
West Virginia	<del>2020</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	2021	1	0	0	0	0	0	<del>1</del>
	2022	1	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Wisconsin	<del>2020</del>	<del>9</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>9</del>
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	<u>2023</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
Wyoming	<del>2020</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	2021	1	0	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Added	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2022	<del>1</del>	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total Outlets	<del>2020</del>	<del>279</del>	<del>11</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>9</del>	<del>279</del>
	2021	279	7	0	0	0	16	270
	2022	270	5	2	1	0	8	263*
	<u>2023</u>	<u>263</u>	<u>7</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>264</u>

\* Two territories owned by the same franchisee were merged into one, and therefore, it has not been counted as a closure but there is 1 less in MO

~~1~~ "Outlets Added" does not include outlets for which a franchise agreement was signed but the outlet was not open as of the end of our last fiscal year.

<sup>2</sup> "Termination" means our termination of a franchise agreement prior to the end of its term and without paying any money or other compensation to the franchisee.

<sup>3</sup> For purposes of these tables, a "reacquisition" means our acquisition of a franchised outlet during its term in exchange for a payment of money or other compensation. Our purchase of a territory or a portion of a territory not including an operating outlet is not included in the "reacquisitions" listed above.

<sup>4</sup> "Ceased operations — other reasons" includes abandonment of the franchise outlet after an existing outlet was opened. If no outlet was opened and there was no termination of the franchise agreement, the "abandonment" would not be included in the "ceased operations" column. Mutual terminations, where both us and franchisee agree to end the franchise relationship are also included in "Ceased operations — other reasons".

<sup>5</sup> Three franchised ~~FISH WINDOW CLEANING~~ FISH WINDOW CLEANING businesses (two located in California and one in New Jersey) were temporarily closed as of December 31, 2021, but have since re-opened.

Table No. 4  
Status of Company-Owned Outlets  
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Missouri	<del>2020</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total Outlets	<del>2020</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

Table No. 5  
Projected Openings as of  
December 31, ~~2022~~2023 for ~~2023~~2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	<del>1</del> <u>0</u>	0
Arizona	0	1	0
Arkansas	0	<del>1</del> <u>0</u>	0
California	0	1	0
Florida	0	1	0
Georgia	0	<del>1</del> <u>0</u>	0
<u>Hawaii</u>	<u>0</u>	<u>0</u>	<u>0</u>
Idaho	0	<del>1</del> <u>0</u>	0
Illinois	0	1	0
<u>Indiana</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Kansas</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Kentucky</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Louisiana</u>	<u>0</u>	<u>1</u>	<u>0</u>
Maryland	0	1	0
<u>Michigan</u>	<u>0</u>	<u>0</u>	<u>0</u>
Minnesota	0	1	0
Missouri	<del>1</del> <u>0</u>	0	0
<u>Montana</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Nevada</u>	<u>0</u>	<u>0</u>	<u>0</u>
New Jersey	0	1	0
New Mexico	0	1	0
<u>New York</u>	<u>0</u>	<u>1</u>	<u>0</u>

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
North Carolina	0	1	0
Ohio	0	<del>1</del> <u>0</u>	0
Oklahoma	0	1	0
<u>Oregon</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>Pennsylvania</u>	<u>0</u>	<u>0</u>	<u>0</u>
South Carolina	0	1	0
<u>South Dakota</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Tennessee</u>	<u>0</u>	<u>0</u>	<u>0</u>
Texas	0	1	0
Utah	0	1	0
<u>Vermont</u>	<u>0</u>	<u>1</u>	<u>0</u>
Virginia	0	1	0
Totals	<del>1</del> <u>0</u>	<del>19</del> <u>18</u>	0

A list of names of all current franchisees and their addresses and telephone numbers as of December 31, ~~2022~~2023 are listed in Exhibit C to this Disclosure Document. The name and last known home address and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the date of this Disclosure Document are listed in Exhibit D to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years some current or former franchisees signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Our Fish Window Cleaning Services Franchise Advisory Council (the “**Council**”) advises us, but does not have authority to make decisions, on advertising or other policies. We have the right to change, modify, or dissolve the Council. The name, address, telephone number, email address and Web address of the Council is listed in Exhibit F.

There are no other trademark-specific franchisee organizations associated with the franchise that have asked to be included in this Disclosure Document.

## **ITEM 21 FINANCIAL STATEMENTS**

Consolidated audited financial statements for Fish Window Cleaning Services, Inc. and FWC Distributing Company are in this Disclosure Document as Exhibit E including our combined balance sheets as of December 31, 2023, 2022, ~~2021~~, and ~~2020~~2021, and related statements of income, retained earnings and cash flows for the fiscal years ending December 31, 2023, 2022, ~~2021~~, and ~~2020~~2021, together with the report of our independent certified public accountants. Our fiscal year end is December 31st.

## **ITEM 22 CONTRACTS**

- EXHIBIT B. Franchise Agreement with Schedules A (Data Sheet), B (ACH Form), C (Personal Guarantee), D (Acknowledgement Addendum), E (Telephone Number and Internet Agreement); F (Confidentiality Agreement), G (Lease Addendum and Collateral Assignment of Lease), H (SBA Addendum), I (State Addendum), J (Semi Absentee Owner Addendum).
- EXHIBIT H. Renewal Addendum and Release
- EXHIBIT I. Termination and Release Agreement
- EXHIBIT J. General Release
- EXHIBIT K. State Addenda

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

## **ITEM 23 RECEIPT**

The last two pages of this Disclosure Document contain our and your copies of the Receipt. Our copy of the receipt is to be signed by you and delivered to us.

**EXHIBIT A**  
**STATE ADMINISTRATORS AND**  
**AGENTS FOR SERVICE OF PROCESS**

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1 <sup>st</sup> Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21 <sup>st</sup> Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9 <sup>th</sup> Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

**EXHIBIT B**  
**FRANCHISE AGREEMENT**

B-1

**FISH WINDOW CLEANING®**  
**FRANCHISE AGREEMENT**  
**BETWEEN**  
**FISH WINDOW CLEANING SERVICES, INC.**  
**AND**

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---

Name(s) of Franchisee

---

Street

---

City State Zip

---

Area Code Telephone

**CONFIDENTIAL**

© ~~2023~~2024 Fish Window Cleaning Services, Inc.

FISH WINDOW CLEANING ~~2023~~2024 FRANCHISE AGREEMENT

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## FISH WINDOW CLEANING® FRANCHISE AGREEMENT

This Franchise Agreement (the “Agreement”) is made as of the Effective Date by and between Fish Window Cleaning Services, Inc., a Missouri corporation with its principal business located at 200 Enchanted Parkway, Manchester, Missouri 63021 (“we” or “us”), and the person or entity (the “Franchisee” or “you”) identified as Franchisee on the Data Sheet attached as Schedule A (together with addenda attached thereto, the “Data Sheet”). If the franchisee is a corporation, partnership, limited liability company or other legal entity, the provisions of this Agreement also apply to its owners.

### RECITALS

A. We have developed a system for establishing and operating businesses identified by the FISH WINDOW CLEANING® service mark and engaged in commercial and residential cleaning services, including glass (all types), gutter, light fixture, screen door and sign cleaning, and performing related services and selling related products pursuant to certain standards and specifications (each, a “FISH WINDOW CLEANING Business”).

B. We own the FISH WINDOW CLEANING® service mark and other marks used in connection with the operation of a FISH WINDOW CLEANING Business.

C. You desire to develop and operate a FISH WINDOW CLEANING Business, and we have agreed to grant you a franchise to operate a FISH WINDOW CLEANING Business subject to the terms and conditions of this Agreement.

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

### DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions (other terms are defined in the body of this Agreement):

A. “Business” means the FISH WINDOW CLEANING Business you develop and operate pursuant to this Agreement.

B. “Confidential Information” means any proprietary and non-public information, data, materials and know how owned by us relating to the development or operation of FISH WINDOW CLEANING Businesses, whether contained in the Operations Manual or otherwise, including, but not limited to: (1) training programs and materials; (2) data bases of Customers and potential customers; (3) customer lists developed or used by you, us, or another FISH WINDOW CLEANING business, (4) sales and marketing programs and techniques for FISH WINDOW CLEANING Businesses; (5) knowledge of operating systems and results of FISH WINDOW CLEANING Businesses; and (6) computer systems, technology and software programs.

C. “Corporate Accounts” means national, regional or other customers of FISH WINDOW CLEANING Businesses located within and/or outside the Territory with whom we have entered or plan to enter into contracts, programs or other arrangements (i) for servicing of multiple locations of such customers and/or (ii) that we determine are designed to benefit the System as a whole by gaining otherwise unavailable business or addressing the concerns of such customers that may require specific terms or provisions of our arrangement with them, including

without limitation special insurance, experience, equipment, pricing, payment terms, turnaround requirements, or approvals.

D. “Customer” means any person or entity (1) included on any marketing or customer list you develop or use, including any such lists provided by us to you; (2) who has purchased or purchases services or products from you during the term (even if you have solicited the person and/or established a relationship independent of us and without our assistance) or whom you have solicited to purchase any services or products; (3) for whom you provide services or products on our behalf or at our direction; and (4) if any of the foregoing is an entity, all employees of such entity.

E. “Customer Information” means any customer list or contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any Customer, including any information deemed “personal information” under applicable law.

F. “Effective Date” means the date designated as Effective Date on the Data Sheet. If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement.

G. “Fishing Hole” means our proprietary intranet system, which contains certain materials, directives, bulletins, memoranda, publications, documents, videos, and other communications that are included in our Operations Manual.

H. “Franchise Location” is the premises that are located within the Territory, that meet our site selection guidelines and criteria and from which you will operate your Business.

I. “Gross Sales” include the total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of or in connection with your Business whether under any of the Marks or otherwise. Gross Sales exclude sales taxes collected from Customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing. For the avoidance of doubt, Gross Sales include revenues and receipts from any goods or services offered and sold by your Business, including any unapproved goods and services offered or sold by your Business in violation of Section 5.C. Gross Sales shall be deemed received by you at the time the services or products from which they were derived are delivered or rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer’s personal check) actually has been received by you.

J. “Internet” means all communications between computers and television, telephone, facsimile and any other communication or communication capable devices and another such device or machine, including the World Wide Web, proprietary online services, social media platforms, blogs, E-mail, news groups and electronic bulletin boards and forums.

K. “Marks” means the “FISH WINDOW CLEANING®” service mark, logo, and such other trade names, trademarks, service marks, logos and commercial symbols as we may from time to time expressly authorize or direct you to use in connection with the operation of the Business.

L. “Operations Manual” means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures and recommendations for operating FISH WINDOW CLEANING Businesses, all of which we may change from time to time. The term “Operations Manual” includes all means of communicating such information, regardless of format, including without limitation the Fishing Hole.

M. “Principal Owner” means any person or entity who, now or hereafter, directly or indirectly, owns a 5% or greater interest in the franchisee when the franchisee is a corporation, limited liability company, partnership, or other entity. However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns less than a 5% interest in the franchisee, we have the right to designate that person or entity as a Principal Owner for all purposes under this Agreement. In addition, if the franchisee is a partnership entity, then each person or entity who, now or hereafter is or becomes a general partner is a Principal Owner, regardless of the percentage ownership interest. If the franchisee is one or more individuals, each individual is a Principal Owner of the franchisee. Each franchisee must have at least one Principal Owner. Your Principal Owner(s) are identified on the Data Sheet in Schedule A. Within 10 days from the date of any and every change in the identity and/or ownership holdings of the Principal Owners (any such change being subject to the limitations and requirements of this Agreement, including Section 10) you must update the Data Sheet accordingly. As used in this Agreement, any reference to Principal Owner includes all Principal Owners.

N. “System” means our operating systems, marketing systems, business techniques, and methods, processes, policies and procedures for providing commercial and residential cleaning services, including glass (all types), gutter, light fixture, screen door and sign cleaning, along with items of trade dress and sales, leadership and management training for the development and operation of FISH WINDOW CLEANING Businesses, including all training materials; all as the same may exist today or as the same may change from time to time, as specified in the Operations Manual or as otherwise reasonably directed by us from time to time.

O. “Territory” means the area designated on the Data Sheet. If the Territory is not designated at the time you and we sign this Agreement, we will notify you of the Territory within 30 days of the Effective Date. To the extent any portion of the Territory includes an area designated as an Indian Reserve, a governmental territory or other territory that may have separate or additional laws, regulations or other requirements for performing work in such territory, Franchisee is granted such territory only to the extent and for so long as Franchisee is qualified under such separate or additional requirements to perform work in such territory; knowledge of and compliance with such requirements being the sole responsibility of Franchisee.

#### GRANT OF LICENSE

2. The following provisions control with respect to the license granted hereunder:

A. Rights Granted. Subject to the terms and conditions of this Agreement, we hereby grant you the right and license to engage in and conduct, in the Territory, during the term of this Agreement, a FISH WINDOW CLEANING Business identified by the Marks.

You hereby accept said license and undertake the obligation to operate your Business faithfully, honestly and diligently, using the System and in compliance with this Agreement and our standards and requirements. You may not subfranchise, sublicense, assign or transfer your rights under this Agreement, except as specifically provided in this Agreement.

B. Rights to Territory. During the term of this Agreement and provided that you are in compliance with the terms and conditions of this Agreement, we will not (i) modify the Territory without your written permission, or (ii) except as set forth in Section 2.C(i) - (vii), establish either a company- or affiliate-owned or franchised FISH WINDOW CLEANING Business geographically located within the Territory.

You may not advertise or solicit customers, perform services or sell products related to the Business outside the Territory without our prior written consent, which consent we may give, condition or withdraw as we deem appropriate. If you receive a request for services or products from outside the Territory, you must refer that request to the franchisee, if any, that owns the applicable territory, or seek our written permission to process such a request.

If we permit you to advertise, solicit, service or sell in areas outside the Territory that are not serviced by another franchisee (each, an "Open Territory") you must comply with all of the conditions and other requirements that we may from time to time specify (in the Operations Manual or otherwise in writing) with respect to such activities. At any time upon our demand or upon your actual notice that an Open Territory has been purchased by another franchisee, you agree to immediately cease all activities in such Open Territory and to comply with our procedures for the transition of Customer accounts for such Open Territory without any fees due to you for such transition.

C. Our Reservation of Rights. Except as expressly limited by Section 2.B, we and our affiliates may engage in any activity whatsoever on any terms and conditions we deem advisable whenever and wherever we or they desire. We and our affiliates retain all rights whatsoever not expressly granted herein, including, but not limited to:

(i) the right to establish and operate, and to grant to others the right to establish and operate similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Territory (A) under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate or (B) under the Marks, but if inside the Territory, then only pursuant to programs set forth in the Operations Manual;

(ii) the right to provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those provided at the Franchise Location hereunder, whether identified by the Marks or other trademarks or service marks, through dissimilar channels of distribution (including internet or similar electronic media) both inside and outside the Territory and on any terms and conditions we deem appropriate;

(iii) the right to establish and operate, and to grant to others the right to establish and operate businesses offering dissimilar products and services, both inside and outside the Territory under the Marks and on any terms and conditions we deem appropriate;

(iv) the right to establish and operate, and to grant others the right to establish and operate a FISH WINDOW Cleaning Business located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of their proximity to the Franchise Location or their actual or threatened impact on sales at the Franchise Location;

(v) (a) the right, directly or through an authorized third party (including, another franchisee), to advertise, solicit, enter into contracts with and service Corporate Accounts in any area, including in the Territory, upon such terms as we (in our sole discretion) negotiate from time to time; or (b) further, if (i) you refuse or, in our sole judgment, are not qualified, interested or available to perform services or otherwise cannot or do not perform services for any customer located within the Territory, (ii) you request assistance in the performance of services to a customer, or (iii) a customer, orally or in writing, specifically requests services within the Territory from a different franchisee or another third party, we have the right to authorize another franchisee (or designate or authorize a corporate employee or any other third party) to perform services for or sell products to the applicable customers inside the Territory. You agree that you will not be entitled to any compensation for sales or services performed inside the Territory by someone other than you as contemplated under this Agreement;

(vi) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at the Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Territory); and

(vii) the right to be acquired (in whole or in part and regardless of the form of transaction), by a business providing products and services similar to those provided at the Business, or by another business, even if such business operates, franchises and/or licenses a business(es) that competes with you in the Territory.

D. Applicable Minimum Performance Standards. In order to meet our goals for market penetration and for the growth of the System, you agree to be bound by the annual applicable minimum performance standards set forth in the Data Sheet (the “Annual Minimum Performance Standards”). You understand that meeting the Annual Minimum Performance Standards does not suggest that you are sufficiently penetrating the market in the Territory or that the Business will be successful. Rather, the Annual Minimum Performance Standards are threshold minimum amounts per year. You will be required to pay Royalty Fees as set forth in Section 8.D and the Data Sheet, which may be based on the weekly applicable minimum performance standards set forth in the Data Sheet. Your failure to meet your Annual Minimum Performance Standards for two consecutive years is grounds for immediate termination, as noted in Section 12.B.2.

### TRADEMARK STANDARDS AND REQUIREMENTS

3. We hereby grant you the right to use the Marks in connection with the operation of the Business hereunder, subject to the following terms and conditions:

A. Mark Ownership. The Marks are our valuable property, and we are the owner of all right, title and interest in and to the Marks and all past, present or future goodwill of the



Business and of the business conducted that is associated with or attributable to the Marks. You acknowledge that you have no interest in or to the Marks and that your right to use the Marks is derived solely from this Agreement and is limited to the conduct of business in compliance with this Agreement and all applicable specifications, standards and operating procedures that we require during the term of this Agreement. You agree that the use of the Marks and any goodwill established exclusively benefits us and remains our sole and exclusive property during and after the term of this Agreement, and that you receive no interest in any goodwill related to your use of the Marks or the System. You may not, during or after the term of this Agreement, engage, directly or indirectly, in any conduct that would infringe upon, harm, contest or otherwise interfere with our rights in any of the Marks or the goodwill associated with the Marks, including any use of the Marks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media. You must not, at any time during the term of this Agreement or after your termination or expiration, contest or assist any other person in contesting the validity or ownership of any of the Marks.

B. Use of Marks. You may not use, or permit the use of, any trademarks, trade names, logos, service marks or any other names or marks in connection with the Business except those we authorize or direct in writing. You may use the Marks only in the form and manner we prescribe in writing and only in connection with the products and services that we specify and that meet our standards and requirements with respect to quality, production, installation and sale. You must comply with all trademark, trade name and service mark notice marking requirements.

C. Business Identification. You must use the name FISH WINDOW CLEANING and the city, county or region we designate for you as the trade name of the Business (e.g., FISH WINDOW CLEANING of Springfield). You may not use the words “FISH WINDOW CLEANING” or any other Mark as part of the name of your corporation, partnership, limited liability company or other business entity. You may not use any other mark or words to identify the Business without our prior written consent. You may not change your legal entity name, trade name, or fictitious or assumed name without our prior written consent. You may use the Marks on various materials associated with the Business, such as business cards, stationery and checks; provided that you (i) accurately depict the Marks on the materials as we direct, (ii) use the Marks in accordance with all of our trademark usage and branding standards, (iii) include a statement on the materials indicating that the Business is independently owned and operated by you, (iv) do not use the Marks in connection with any other trademarks, trade names, logos, service marks or any other names or marks unless we specifically approve in writing prior to such use, and (v) make available to us, upon our request, a copy of any materials depicting the Marks. You must put Customers on notice (by language in your contracts) identifying you as a FISH WINDOW CLEANING franchisee in a format we deem acceptable, including an acknowledgment that you independently own and operate the Business.

D. Litigation. If any person or entity improperly uses or infringes the Marks or challenges your use or our use or ownership of the Marks, we will control all litigation and other proceedings and we have the right to determine whether suit or other proceeding will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you become aware or any challenge or claim arising out of your use of any Mark. You must take reasonable steps, without compensation, to assist us with any action we undertake. We will be responsible for our fees and expenses incurred in connection with any such action, unless the challenge or claim results from your misuse of the Marks in violation of this Agreement, in which case you must pay us for our costs and expenses including our attorney's fees.

Provided that you are using the Marks in compliance with the terms of this Agreement, we will defend, at our own expense, any action against you brought by a third party alleging that any of the Marks infringes any U.S. trademark of a third party, and we will pay those costs and damages finally awarded against you in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on you: (i) notifying us promptly in writing of such action; (ii) giving us sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at our request and expense, assisting in such defense.

E. Changes. Unless we direct you so in writing, you may not make any changes or substitutions to the Marks. We reserve the right to change the Marks at any time and you must comply with any such changes within the time frames we specify at your sole expense.

F. Creative Works. All ideas, business ventures, concepts, inventions, techniques, or materials concerning a FISH WINDOW CLEANING Business, whether or not protectable intellectual property and whether created by or for you or one of your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and “works made-for-hire” for us. To the extent any item does not qualify as a “work made-for-hire” for us, you agree to assign and hereby assign ownership of that item, and all related rights to that item, to us, royalty-free, and agree to take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item, and we are not required to pay you any consideration for such items.

#### TERM AND RENEWAL

4. The following provisions control with respect to the term and renewal of this Agreement:

A. Term. The initial term of this Agreement commences on the Effective Date and expires on the 10-year anniversary of the Effective Date, unless terminated earlier as provided herein.

B. Renewal Term and Conditions of Renewal. You may renew your license for one renewal term of 10 years; provided that: (i) you have given us written notice of your request to renew at least 180 days but not more than 240 days prior to the end of the expiring term; (ii) you sign our then-current form of franchise agreement (modified to reflect that the agreement relates to the grant of a renewal), the terms of which may differ from this Agreement, including higher fees; (iii) you are not in default of this Agreement or any other agreement pertaining to the franchise granted, have satisfied all monetary and other material obligations on a timely basis during the term and are in good standing; (iv) you comply with our then-current training requirements and successfully complete any refreshing training requirements as determined by Franchisor; (v) you and your guarantors execute a general release of claims in a form we prescribe; (vi) you pay a renewal fee of \$5,000; and (vii) you must modernize, remodel, refurbish, and upgrade the premises and any equipment (including the vehicle) used in connection with the Business so that it complies with our then-current standards for new franchisees.

C. Interim Period. If this Agreement expires without you properly exercising your renewal right and you continue to accept the benefits of this Agreement thereafter, then, at our option, we may treat this Agreement either as (i) expired as of the date of expiration, with you



then illegally operating a franchise in violation of our rights; or (ii) continued on a month-to-month basis (the “Interim Period”) until both parties agree to enter into our then-current form of franchise agreement for a renewal term or until one party provides the other with written notice of termination, in which case the Interim Period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired. All obligations and restrictions imposed on you upon expiration of this Agreement shall take effect upon termination of the Interim Period.

## OPERATIONS STANDARDS AND REQUIREMENTS

5. You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity. The following provisions control with respect to operation of your Business:

A. Franchise Location. You are responsible for finding and purchasing or leasing a site that is located in the Territory that meets our site selection guidelines and standards, and is not located in any residence or in a storage unit. In addition, your Franchise Location must meet the following conditions:

(i) You must begin operating your Business within 3 months of the date we sign this Agreement, although you may not commence operations of your Business until you have satisfactorily completed our training program and complied with your other pre-opening obligations. We are not responsible or liable for any of your pre-opening obligations, losses or expenses, including those you might incur for your failure to comply with these obligations or your failure to open by a particular date. We have no responsibility for any lease; it is your sole responsibility to evaluate, negotiate and enter into a lease or a purchase agreement for the Franchise Location premises, incorporating the provisions of the Lease Addendum substantially as set forth in Schedule G to this Agreement.

(ii) You must construct and equip your Franchise Location in accordance with our current approved specifications and standards as set forth in the Operations Manual. You may not operate your Business from your residence. You must maintain and periodically refresh the building, equipment, vehicles, fixtures, furnishings, signage and trade dress (including the interior and exterior appearance) used in the operation of your Business in accordance with our requirements established periodically and any periodic evaluations of the premises by our representatives.

From time to time as we require, you must effect items of modernization and/or replacement of the premises, trade dress, vehicles, equipment and grounds as may be necessary for your Business to conform to the standards for similarly situated new FISH WINDOW CLEANING Businesses.

Each Transfer of any interest in this Agreement or your Business under Section 10 and each renewal under Section 4 are expressly conditioned upon your compliance with our then-current modernization or replacement requirements.

(iii) If you need to relocate your Franchise Location for reasons other than your breach of your lease, we will grant you authority to relocate to another site within the

Territory that meets our site selection guidelines and standards; provided that you are not in default under this Agreement or any other agreement with us and you are current on all of your financial obligations to us, our affiliates and third parties. You still must continue to operate the Business at all times during any such relocation.

In addition to your Franchise Location, you must maintain a P.O. Box that is located within your Territory.

B. Vehicle Acquisition and Maintenance. You must acquire and maintain, at your sole expense, one or more vehicles as specified by us for use in the Business. Each vehicle shall be equipped, outfitted, insured and maintained in accordance with our specifications and standards. You must maintain the interior, exterior and mechanical parts of all required vehicles in good repair and condition and regularly service and maintain the vehicles to keep them clean and in good working order.

C. Authorized Services and Products. You must use in the operation of your Business and in the offer and sale of approved services and products of your Business only those techniques, procedures and supplies we specify in writing. You acknowledge and agree that we may change any of our requirements periodically and you agree to conform to any such changes. All Customer service materials, techniques, and promotional items of all descriptions and types must meet our standards of uniformity and quality.

D. Approved Products and Suppliers. We reserve the right to require that you only use approved products, services, inventory, equipment, signs, advertising materials, and other items (collectively “approved products and supplies”) in the Business. We may introduce new products and supplies and change previously approved products and supplies from time to time and you agree to promptly comply with our new or changed requirements. Although we do not do so for every item, we have the right to approve the supplier of approved products and supplies. You acknowledge and agree that certain approved products and supplies may only be available from one approved supplier source, and we or our affiliates may be that source. You will pay the then-current price in effect for any approved products and supplies you purchase from us or our affiliates. All products, materials, services and other items and supplies used in the operation of the Business must conform to the specifications and standards we establish from time to time. We may furnish to you from time to time lists of approved products and supplies and/or approved suppliers, which lists we may amend from time to time. We or our affiliate may make available to you the opportunity to participate from time to time in certain discounts, rebates or other benefits in connection with approved suppliers. We reserve the right to receive detailed reports from our required and preferred vendors in regards to your use of the vendor’s services to ensure your compliance with this Agreement.

WE AND OUR AFFILIATES MAKE NO WARRANTY WITH RESPECT TO ANY PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES OR OTHER ITEMS WE APPROVE AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUCH PRODUCTS, EQUIPMENT (INCLUDING WITHOUT LIMITATION AND ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, OR OTHER APPROVED ITEMS.

E. Computer System; Call Center Program. You must purchase a computer system (including all future updates, supplements and modifications) that meets our standards and

requirements (the “Computer System”). The Computer System will be used to develop a database of Customers and prospective customers and other related Customer Information, schedule appointments, generate proposals, maintain communications over the Internet, and produce your accounting records. In addition, you may be required to use our proprietary call center program.

You may be required to license software from us, our affiliate, or a third party and you also may be required to sign software license agreements and pay an additional software licensing or user fee(s) in connection with your use of the software. All right, title and interest in and to the software will remain with the licensor of the software. You will be liable for all damages (under this Agreement, any other software license agreement you execute and under applicable law) and problems caused by your use of any software on the Computer System. You acknowledge and agree that we will have full and complete access to the information and data entered into and produced by the Computer System and we can use the same in any way we deem appropriate. You must have Internet access with a form of high speed connection as we may require and you must maintain a dedicated email account for the Business, separate from any personal or other email account. You must purchase any upgrades, enhancements and/or replacements to the Computer System and/or related hardware and software as we may from time to time require. It is your responsibility to make sure that you are in compliance with all laws that are applicable to the Computer System or other technology used in the operation of your Business, including all data protection and security laws as well as payment card industry (PCI) compliance.

As to any malfunctioning of the Computer System or any website as further described in Section 5.K, neither we nor any affiliate will be liable to you for any consequential, incidental, indirect, economic, special, exemplary or punitive damages, such as, but not limited to, loss of revenue or anticipated profits or lost business, even if you have advised us that such damages are possible as a result of any breach or malfunction.

F. Operating Procedures; Operations Manual. We will loan you a copy of our Operations Manual. We will make it available to you in the Fishing Hole or in such other manner and format as we approve. You acknowledge that the Operations Manual is at all times our sole property. You must, at all times, treat the Operations Manual, and the information it contains, as secret and confidential, and must use all reasonable efforts to maintain such information secret and confidential. You must adopt and use as your continuing operational routine the required standards, service style, procedures, techniques and management systems described in the Operations Manual or other written materials relating to the Business provided from time to time by us. We will revise the Operations Manual and these standards, procedures, techniques and management systems periodically to meet changing conditions and in the best interest of the FISH WINDOW CLEANING Businesses and the System. We will notify you of any such updates or revisions and you expressly agree to comply with each new or changed requirement. You must at all times ensure that your copy of the Operations Manual is kept current and up to date, and in the event of any dispute as to the contents of said Operations Manual, the terms of the master copy of the Operations Manual that we maintain on the Fishing Hole are controlling.

The Operations Manual will contain both mandatory standards and recommended standards. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Operations Manual or other written materials. The Operations Manual also will include guidelines or recommendations

in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and the Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

G. Customer Information. We own all Customer Information, including any customer lists developed or used by you, and may use the Customer Information as we deem appropriate (subject to applicable law), including sharing it with our affiliates for cross-marketing or other purposes. You may only use Customer Information to the extent necessary to perform your obligations under this Agreement during the term hereof and subject to such restrictions as we may from time to time impose and in compliance with all data privacy, security and other applicable laws. Without limiting the foregoing, you agree to comply with applicable law in connection with your collection, storage and your use and our use of such Customer Information, including, if required under applicable law, obtaining consents from Customers to our and our affiliates' use of the Customer Information. You must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements we may periodically establish. You must notify us immediately of any suspected data breach at or in connection with the Business or the business operated at the Business. You must fully cooperate with us and our counsel in determining the most effective way to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You are responsible for any financial losses you incur or remedial actions that you must take as a result of breach of security or unauthorized access to Customer Information in your control or possession.

To the extent any federal or state Privacy Law applies to the Business or the business operated at the Business, you represent, warrant, and covenant that:

(1) You will not sell, make available or otherwise disclose any Customer Information to any third party for valuable consideration;

(2) You will retain, use, or disclose Customer Information only for the specific purpose of operating the Business as specified in this Agreement, and not any commercial or noncommercial purpose other than operating the Business as specified in this Agreement;

(3) You will not retain, use, or disclose Customer Information outside of the direct business relationship between you and us;

(4) You will delete any Customer Information upon our request unless you can prove that such request is subject to an exception under applicable law; and

(5) If you receive a Customer Information data request (e.g. a request to delete Customer Information) directly from a consumer (e.g., a California resident under the CCPA, or a resident of another jurisdiction under other applicable Privacy Law), you shall inform us of that request within one business day and cooperate with us to ensure that the consumer receives an appropriate and timely acknowledgement and response.

You certify that you understand the restrictions in Paragraphs (1) – (5) of this section and will comply with them. You also acknowledge and agree that we may modify these restrictions from time to time by written notice to you, by issuing updates to our standards and policies pertaining to Privacy Laws, including by adding other similar restrictions that may be required under other state or federal Privacy Laws, and you agree to comply with the same.

H. Confidential Information. You may not, during the term of this Agreement or thereafter, communicate, divulge or use any Confidential Information for the benefit of any other person or entity, except that you may communicate Confidential Information to such employees as must have access to it in order to operate the Business. Any and all Confidential Information, including, without limitation, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating the Business hereunder. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from your owners (if franchisee is an entity), your spouse, your manager and other key employees. You must provide executed copies of these agreements to us upon our request. A copy of the current Confidentiality Agreement form is included as Schedule F.

I. Evaluations. We or our authorized representative have the right to visit and inspect your Business at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain your compliance with the provisions of this Agreement, and to inspect and evaluate your services, supplies or products and other aspects of your Business. Any failure of an inspection is a default under this Agreement. Further, if we determine that any condition in the Business presents a threat to customers or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Business until the situation is remedied to our satisfaction. Any evaluation or inspection we conduct is not intended to exercise control over your day-to-day operation of your Business or to assume any responsibility for your obligations under this Agreement.

J. Compliance with Laws; Licenses and Permits. You must, at your expense and at all times, maintain and conduct your Business operations in compliance with all applicable federal, state and local laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, permits and certificates relating to your Business, including but not limited to obtaining and maintaining required authorizations from federal and state transportation authorities and public utility commissions. Without limiting the foregoing, if you or any of your Principal Owners is not a U.S. national, you represent that you and/or such Principal Owner(s) have an immigration status that allows you and/or such Principal Owner(s) to live and work in the United States, and you hereby promise that you and/or such Principal Owner(s) will maintain such status during the term of this Agreement.

You acknowledge that you are an independent business and responsible for control and management of your Business, including, but not limited to, the hiring and discharging of your employees, tax withholdings, and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility or liability in respect to the hiring or discharging of employees, tax withholdings or setting or paying of wages or related matters.

You must immediately notify us in writing of any claim, litigation or proceeding that arises from or affects the operation or financial condition of your Business or names us as a party.

You may have to comply with certain environmental regulations, such as the Clean Water Act (CWA) or the Federal Water Pollution Control Act (FWPCA), resulting from the discharge of chemicals into surface water as a result of operating your Business. CWA regulations vary depending on applicable state laws and the classification of the surface water your area. The disposal of chemicals may require compliance with the Resource Conservation Recovery Act (RCRA), which regulates the disposal of hazardous and solid waste. Federal, state and local governments also may have other territory specific requirements that may affect the operation of your Business.

K. Participation in Internet Websites or Other Online Communications. We may require you, at your expense, to participate in our FISH WINDOW CLEANING website on the Internet, our intranet or extranet system or other online communications as we may from time to time prescribe. We have the right to determine the content and use of our website and intranet or extranet system and establish the rules under which franchisees may or must participate. We will post your Business contact information on our website. You may not separately register any domain name containing any of the Marks or operate a website for your Business. We reserve the right to pre-approve, establish rules, procedures and policies relating to any website you create for the operation of your Business. We may immediately terminate this Agreement if you register any domain name containing any of the Marks. We retain all rights relating to our website and intranet system and may alter or terminate our website, extranet system or intranet system. Your general conduct on our website and intranet or extranet system or other online communications and specifically your use of the Marks or any advertising is subject to the provisions of this Agreement. You acknowledge that certain information related to your participation in our website, extranet system or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our website and intranet or extranet system, or otherwise use the Marks or System on the Internet or other online communications, will terminate when this Agreement expires or terminates. You acknowledge and agree that you do not have any right to use the Marks on any website or any social media platform except as expressly approved by us in writing.

You must maintain at least 2 wired telephones for your Business, and the phones for your Business must have dedicated phone lines for the business, and monthly plans that are separate from any personal cell phone plans, so the phone lines can be easily transferred to us at the expiration of your term. Unless we direct otherwise, simultaneously herewith, you agree to execute the Telephone Number and Internet Agreement (attached hereto as Schedule E), pursuant to which you assign to us ownership of all Telephone Listings and Internet Listings (each term as defined in Schedule E).

L. System Modifications. You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions, competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate. You must comply with these modifications, additions or rescissions at your expense, subject to any express limitations set forth in this Agreement.

M. Suggested Pricing Policies. Based on examples from FISH WINDOW CLEANING Businesses, we may, from time to time, make suggestions to you with regard to your pricing policies. In addition, we have the right to negotiate Corporate Account arrangements, including pricing which will bind all FISH WINDOW CLEANING Businesses providing services to such Corporate Accounts. Although you generally have the right to establish prices for the products



and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law.

N. Corporate Accounts. We reserve the right to establish and administer a Corporate Accounts program. If such a program is established, you may participate in it. If you elect to participate, you must comply with all Corporate Accounts standards and procedures set forth in the Operations Manual and/or as we may otherwise communicate to you, as well as the specific terms of our arrangement with each applicable Corporate Account, which terms may include, without limitation, the provision of certain insurance and other products and services, special pricing, payment terms, turnaround on services, etc.

O. Customer Service; Service Warranties. You must honor our warranty policies for services you provide to Customers, as described in the Operations Manual. You are solely responsible for the quality and results of the services and products you sell and provide to Customers, maintaining a continuing responsibility with respect to such services and products beyond the termination or expiration of this Agreement. You must render and must cause each of your employees to render prompt, competent and courteous service to Customers and you shall offer and honor such service warranties as we direct.

You must respond to any dissatisfied Customers within the time limits set forth in the Operations Manual. If you are unable to equitably resolve the Customer's complaint within 3 days after the initial contact, you must contact us for assistance in handling the complaint. In no event shall our assistance be construed to make us liable to you or to a Customer in connection with such complaint. You are solely responsible for satisfactorily and timely resolving all warranty claims, Customer disputes, and online Customer reviews. Should you fail to do so, you must reimburse the cost of any such services to us or any third party that we authorize to perform the services or you must reimburse us for any refund or other payment we may make to a Customer (as applicable). We may at any time contact Customers concerning the quality of services you provide, the level of Customer satisfaction, or other aspects of the Business that we deem relevant, and we may institute and use a "secret shopper" system.

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

Q. Crisis Situations. In the interest of protecting the FISH WINDOW CLEANING brand, Marks and the System, we have the sole and absolute right to determine a response, including what steps will be taken and what communications will be made, in instances of a Crisis, and you agree to comply with and implement our directions in response to a Crisis. "Crisis" means an event or development that negatively impacts the FISH WINDOW CLEANING brand in such a way that we determine may cause substantial harm or injury to the Marks, System, reputation or image.

#### PERSONNEL AND SUPERVISION STANDARDS

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

A. Supervision of the Business; Guarantors. You, or your Principal Owner(s) (as defined on the Data Sheet) if you are a business entity, must devote full-time attention to your Business, which at all times must be under your, or your Principal Owner(s)'s direct and active supervision and management. If you are a business entity, (i) all your owners must sign a Confidentiality Agreement; (ii) you must designate one or more Principal Owners; and (iii) all persons and entities that, as of the date of this Agreement hold, or during the term of this Agreement become holders of, 5% or more of your ownership interests must personally guarantee your performance hereunder to us by executing the personal guarantee attached hereto as Schedule C. If two (2) or more persons are the Franchisee or guarantors, their obligations and liability to us shall be joint and several.

B. Training. You must comply with all of the training requirements we prescribe for the Business. You, or your Principal Owners if you are a legal entity, must attend our initial training program and complete it to our satisfaction. You must pay all costs and expenses, including hotel and transportation costs, you incur in attending our initial training program. If it becomes necessary to re-train a certain individual, we reserve the right to charge you a training fee. You also must pay all costs and expenses for any additional personnel who attend our initial training program. The training requirements may vary depending on your experience and other factors specific to the Business. If you are given notice of default that relates, in whole or in part, to your failure to meet any operational standards, we may require that, as a condition of curing the default, you and your manager, at your expense, comply with the additional training requirements we prescribe. Under no circumstances may you permit management of the Business' operations on a regular basis by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

C. Ongoing Training. We may require you and other key employees of the Business to attend ongoing training at our training facility or other locations we designate. If you request training in addition to the initial training program identified above, we reserve the right to charge you a training fee, plus you must pay your costs and expenses in connection with such training. Any training provided by us to any of your workers will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training.

D. Staffing. You must employ a sufficient number of competent and trained employees to ensure efficient service to Customers. It is your responsibility to make sure that no employee or subcontractor enters a Customer's home if such person has not passed the required background checks. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any employee or employment related responsibility from you to us.

E. Attendance at Convention and Meetings. You must attend, at your expense, any annual franchise convention we may hold or sponsor and any meetings relating to new services or products, new operational procedures or programs, training, business management, sales or sales promotion, or similar topics, including any system-wide teleconferences or



web-conferences, as more particularly set forth in the Operations Manual. We reserve the right to charge you a fee to attend any such franchise conventions, meetings, programs or other trainings, and we may collect such a fee from you whether you attend or not. If you are not able to attend a meeting or convention, you must give us prior notice and must have a substitute person acceptable to us attend such meeting or convention. Nothing in this Agreement is intended to require us to hold any annual conventions or other meetings.

## MARKETING

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

A. Brand Building Fund. We have established and manage a Marketing, Advertising and Promotion Fund for FISH WINDOW CLEANING Businesses (the “Brand Building Fund”). All Brand Building Fees (as defined in Section 8.E) you pay to us hereunder will be placed in the Brand Building Fund. On behalf of our company and affiliate-owned FISH WINDOW CLEANING Business, we will pay the same Brand Building Fee as similarly situated franchised FISH WINDOW CLEANING Businesses. The Brand Building Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to it. We have the right to make disbursements from the Brand Building Fund for the general promotion of the Marks and the System, including expenses incurred in connection with the cost of formulating, developing, implementing and administering marketing, advertising, public relations, website development and maintenance, digital marketing programs (or future forms of electronic marketing including, for example, pay per click ads or review sites), surveys, social media, call center development and operation, promotional campaigns, advertising agencies, and any other advertising or public relations materials as we deem appropriate in our sole discretion. The disbursements may include payments to us for the expense of administering the Brand Building Fund, including accounting expenses and salaries and fringe benefits paid to our employees engaged in the administration and operation of the Brand Building Fund or otherwise providing services with respect to the Brand Building Fund. We have the right to determine the methods of marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs (including account acquisition for our Corporate Accounts program as we or an affiliate may administer). We are not required to spend a prorated amount on each FISH WINDOW CLEANING Business or in each advertising market, and we cannot and do not represent or ensure that any individual franchisee will benefit directly or on a pro rata basis from the future placement of any such advertising in its local market. We, as the administrator of the Brand Building Fund, may collaborate with the administrators of advertising funds of certain other franchise systems affiliated with us and may solicit Corporate Accounts for the benefit of FISH WINDOW CLEANING Businesses and the franchised businesses of the other affiliated franchised systems. You acknowledge that there can be no assurance that the Brand Building Fund’s participation in these collaborations and joint efforts will benefit FISH WINDOW CLEANING Businesses proportionately or equivalently to the benefits received by any other franchised businesses of the other participating affiliated franchise systems. Any Brand Building Fund contributions not spent in any fiscal year will be carried over for future use. In the event our expenditures for the Brand Building Fund in any one fiscal year shall exceed the total amount contributed to the Brand Building Fund during such fiscal year, we shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Brand Building Fund or to use such excess as a credit against its future contributions. We are not obligated to spend monies from the Brand Building Fund in any particular market, and we cannot and do not represent or ensure that any individual franchisee will benefit directly or on a pro rata basis from the future placement of any such advertising in its local market.

The Brand Building Fund will be accounted for separately and will not be used to defray any of our general operating expenses, except for amounts which may be used to defray expenses of establishing and maintaining our websites and such salaries, expenses and administrative costs, travel expenses of personnel while they are on Brand Building Fund business, meeting costs and overhead relating to Brand Building Fund business, and other expenses that we incur in activities related to maintaining, administering, directing and conducting the Brand Building Fund programs, including, without limitation, program related to Corporate Accounts, conducting market research and public relations activities; preparing advertising promotion and marketing materials; and collecting and accounting for Brand Building Fund contributions and expenses. If requested, we will provide you an annual unaudited statement of the financial condition of the Brand Building Fund.

We assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the Brand Building Fund or related to our maintenance, direction or administration of the Brand Building Fund, including with respect to the efficiency or effectiveness, if any, of the Brand Building Fund in enhancing the Marks, brand or System or advancing the business interests of a franchisee or franchisees in general.

We have the right, but not the obligation, to cause the Brand Building Fund to be incorporated or operated through an entity separate from us at such time as we deem appropriate, and any such successor entity shall have all our rights and duties under this Section 7.A. We may use collection agents and institute legal proceedings at the Brand Building Fund's expense to collect Brand Building Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Brand Building Fund.

B. Monthly Marketing Requirements. You must use your best efforts to promote and advertise the Business and participate in any local marketing and promotional programs we establish from time to time. In addition to the payment of the Brand Building Fee, you must spend the minimum amounts set forth in the Data Sheet on approved local marketing and promotion in the Territory each year. Upon our request, you must provide us with itemized documentation and proof of such expenditures. If you fail to make the required expenditures, we have the right to collect the deficiency and contribute it to the Brand Building Fund.

C. Approved Materials. You must use only such marketing materials (including any print, radio, television, electronic, on-line or other media forms that may become available in the future) as we furnish, approve in writing or make available, and the materials must be used only in the manner we prescribe and in compliance with all trademark usage and branding standards. Furthermore, any promotional activities you conduct for the Business are subject to our approval. You must submit all advertising and promotional materials to us for approval prior to your use. If we do not respond within 14 days of your submission, the materials will be deemed not approved. We will not unreasonably withhold approval of any materials or media and activities; provided that they are current, in good condition, in good taste and accurately depict the Marks. Notwithstanding our approval, it is solely your responsibility to conduct your promotional activities in accordance with all applicable laws.

D. Advertising Cooperatives. We have the right to designate local advertising markets and if designated, you must participate in and contribute to the cooperative advertising and marketing programs in your designated local advertising market. If established, you must contribute to the advertising cooperative the amount designated by the cooperative. If established, each FISH WINDOW CLEANING Business, including those operated by us or our

affiliates within a designated local advertising area, will be a member of the local advertising cooperative and each business has one vote on all matters requiring a vote. Each advertising cooperative will be required to adopt governing documents that meet our approval. You must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation. Each advertising cooperative will be required to prepare annual financial statements, which must be made available to all members of the cooperative and to us upon request. Also, each advertising cooperative must submit to us its meeting minutes upon our request. We have the right to require advertising cooperatives to be formed, changed, dissolved or merged.

#### FEES, REPORTING AND AUDIT RIGHTS

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

A. Initial Franchise Fee. Upon signing of this Agreement, you must pay to us an initial franchise fee as set forth in the Data Sheet (the “Initial Franchise Fee”), which is earned upon receipt and is non-refundable.

B. Software License Fee. No later than the first day of training school, you must pay to us a license fee as set forth in the Data Sheet for the Fish 3 proprietary software system (the “Software License Fee”), which is earned upon receipt and is non-refundable.

C. Business Development Package Fee. No later than the first day of training, you also must pay to us a one-time business development package fee as set forth in the Data Sheet (the “Business Development Package Fee”) for the corporate business development and marketing activities related the opening of your Business.

D. Royalty Fees. From and after the Effective Date, you must pay to us, weekly in the manner specified in Section 8.G, a fee (the “Royalty Fee”) in the amount equal to the greater of (i) the applicable percentage of Gross Sales set forth on the Data Sheet or (ii) the applicable Minimum Royalty Fee (if any) set forth on the Data Sheet. The Minimum Royalty Fee shall be calculated in the manner set forth on the Data Sheet.

E. Brand Building Fees. You must pay to us each week a Brand Building Fund fee (the “Brand Building Fees”) in an amount equal to the greater of (i) the applicable percentage of Gross Sales set forth in the Data Sheet or (ii) the applicable Minimum Brand Building Fee set forth on the Data Sheet. The Brand Building Fee calculation may differ based on the type of service or product from which the Gross Sales were generated. The Minimum Brand Building Fee shall be calculated in the manner set forth on the Data Sheet.

F. Technology Fee. You must pay to us each week a technology fee (the “Technology Fee”) in an amount set forth in the Data Sheet. We will use these fees to fund new and ongoing franchisee support and business development activities that we deem necessary to grow the FISH WINDOW CLEANING system. These activities include technical support and database administration, internet marketing and various corporate services. We reserve the right to increase the Technology Fee by an amount of no more than 10% per calendar year in order to recover in part any increase in costs for such services. The monies will be administered by us.

G. Manner of Payment. All payments of the Royalty Fees and Brand Building Fees must be submitted to us by Wednesday of each week for the weekly Gross Sales of the week

exactly four weeks prior to the current week, together with a weekly report of Gross Sales. All payments of the Technology Fee must be submitted to us by Thursday of each week.

H. Late Payments. A late payment fee (the “Late Payment Fee”) of \$25, plus \$5 for each additional day after the first 5 days following the due date, plus interest at the highest applicable legal rate for open account business credit in the state of your domicile, not to exceed 18.0% per annum, will accrue on all late payments from the due date until all sums are paid. In addition, if you fail to timely provide any Gross Sales report to us, in addition to any other rights available to us, we may withdraw the applicable Minimum Royalty Fee and the Minimum Brand Building Fee (as applicable) from your account, and once the applicable Gross Sales report becomes available to us, you will be required to immediately pay us any additional amounts owed as shown in the calculation of the Royalty Fees and Brand Building Fees in such Gross Sales report. You acknowledge and agree that this Section 8.E does not constitute our agreement to accept payments or reports after they are due or a commitment by us to extend credit to you or to otherwise finance your operation of the Business. Further, you acknowledge and agree that your failure to pay all amounts and provide all reports when due will constitute grounds for termination of this Agreement, notwithstanding the provisions of this Section 8.E. You will not, on grounds of the alleged nonperformance by us of any of our obligations under this Agreement, withhold payment of any Royalty Fees, Brand Building Fees or any other amounts due to us and you will not, on such grounds, discontinue providing services to Customers of the Business in accordance with this Agreement.

I. Electronic Transfer of Funds. You must sign an electronic ACH Form, attached as Schedule B, to authorize and direct your bank or financial institution to allow us to initiate a transfer of funds electronically directly to our account and to charge to your account all amounts due to us or any affiliate. You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed when due. In addition to any Late Payment Fees, you also must pay us a fee of \$35 each time you have insufficient funds in your account for Royalty Fee, Brand Building Fee, or Technology Fee payments. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this Section.

J. Application of Fees. Notwithstanding any designation by you, we have the right to apply any payments received from you to any past due indebtedness to us or any affiliate in such amounts and in such order as we determine.

K. Financial Planning and Management. You must compile and keep books and records that accurately reflect the operations and condition of your Business, including detailed daily sales, cost of sales, and other relevant records and information, maintained in an electronic media format and using the methods of bookkeeping and accounting as we periodically may prescribe. You must also retain check registers, purchase records, invoices, sales summaries and inventories, sales tax records and returns, state, federal, personal or other income tax records and returns covering or related to the Business, payroll records, cash disbursement journals and general ledgers. You must submit to us such reports, statement of profit and loss, balance sheet, tax returns, books and records as we may require, including those identified in Section 8.L below, all on the forms and according to reporting formats, methodologies and time schedules that we establish from time to time. You must preserve the books, records and reports for the longer of (i) five years from creation or (ii) such period as required under applicable laws. You must allow us electronic and manual access to any and all records relating to your Business.

L. Reports. Simultaneously with each payment of Royalty Fees and Brand Building Fees hereunder, you must submit to us a report of the corresponding Gross Sales and gross receipts of the Business, and a computation of the corresponding Royalty Fees and Brand Building Fees with respect to the preceding week. Gross Sales must be entered into the software and reported for the week in which they are earned; you may not postpone the reporting of any Gross Sales for any reason. In addition, within 15 days after the end of each month, you must submit to us the following information for the preceding month: (i) copies of your most recent balance sheet and statement of profit and loss, including a summary of your costs for labor, rent and other material cost items; and (ii) if requested by us to verify your Gross Sales, all such books and records as we may require under our audit policies published from time to time. You also must, at your expense, submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year. All reports shall be provided in the form and content as we periodically prescribe. You must certify in writing all reports to be true and correct. You acknowledge and agree that we have the right to impose these requirements on you regardless of whether we impose the same requirement on our other franchisees.

M. Audits. We or our authorized representative have the right at all times (i) during the business day to enter the premises where your books and records relative to the Business are kept and to evaluate, copy and audit such books and records, including, but not limited to any and all financial statements, reports, state, federal, personal income tax records or other income tax records covering or related to the Business, sales tax records, payroll records, databases, and other related records and (ii) to remotely access and evaluate, copy and audit your electronic records located on the Computer System. In addition, if, in our reasonable business judgment, we believe that you have failed to comply with your reporting and/or record keeping obligations hereunder, we have the right to also access and evaluate, copy and audit books and records related to any other business in which you have an ownership or management interest. We also have the right to request information from you and your suppliers, vendors, and Customers. If any such evaluation or audit reveals an understatement of 2% or more of your Gross Sales or you do not provide any requested information within 30 days from the date of our initial request, you must pay for the cost of the audit (including, without limitation, professional fees, travel, and room and board expenses directly related thereto), in addition to the amount owed (if any) plus interest and late fees as provided in Section 8.E. In addition to any other rights we may have in such an event, we have the right to conduct further periodic audits and evaluations of your books and records as we reasonably deem necessary and any further audits and evaluations conducted within two years thereafter will be at your sole expense, including, without limitation, professional fees, travel, and room and board expenses directly related thereto. Furthermore, if you intentionally understate or underreport Gross Sales at any time, or if a subsequent audit or evaluation conducted within the two-year period reveals any understatement of your Gross Sales of 2% or more, in addition to any other remedies provided for in this Agreement, at law or in equity, we have the right to terminate this Agreement immediately. To verify the information that you supply, we have the right to reconstruct your sales through any reasonable method of analyzing and reconstructing sales. You agree to accept any such reconstruction of sales unless you provide evidence in a form satisfactory to us of your sales within a period of 14 days from the date of notice of understatement or variance.

#### YOUR OTHER OBLIGATIONS; NONCOMPETITION COVENANTS

9. You agree to comply with the following terms and conditions:



A. Payment of Debts. You agree to (i) pay promptly when due all payments, obligations, assessments and taxes due and payable to us and our affiliates, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your Business; (ii) promptly discharge and remove all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Business; and (iii) timely pay all accounts and discharge other indebtedness of every kind incurred by you in the conduct of the Business. If you default in making any such payment, we are authorized, but not required, to pay and discharge the same on your behalf and you agree promptly to reimburse us on demand for any such payment.

You also will pay all federal, state and local taxes, other than taxes as assessed on our income, that may be imposed on us as the result of our receipt or accrual of the Initial Franchise Fee, the Royalty Fees, the Brand Building Fees, or other fees referenced in this Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you shall pay us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

B. Indemnification. You waive any and all Claims (as defined below) against us for damages to property or injuries to persons arising in any way out of this Agreement, your servicing of Customers under this Agreement or any other contracts, your actions or omissions, or the operation of your Business. You agree, at your sole expense, to defend, fully protect, indemnify and hold harmless, us, our affiliates, our parent companies, our sister companies and our owners, directors, officers, members, managers, employees, attorneys, successors and assigns (collectively, "Franchisor Parties") from any and all Claims. "Claims" as used herein means any and all claims, demands, damages, assessments, violations, interest, causes of action, lawsuits, liens, and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Business (regardless of cause or any concurrent, superseding or contributing fault, liability or negligence of us, our affiliates, our parent companies, and our customers and the owners of any property you service), your actions or omissions, or any breach by you or your failure to comply with any of the terms and conditions of this Agreement. We also reserve the right to select our own legal counsel to represent our interests, and you agree to reimburse us for our costs and attorneys' fees immediately upon our request.

It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, you will, at your sole expense, defend, fully protect, indemnify and hold harmless the Franchisor Parties from any and all Claims arising in any manner, directly or indirectly, out of or in connection with or incidental to the actions or omissions of your employees or independent contractors or allegations that we are the joint employer of your employees.

C. Insurance. Before you begin operating your Business you must purchase, and maintain at all times during the term of this Agreement, at your sole cost, insurance coverage, from a responsible carrier, with an A.M. Best rating of A-VIII or better, with the coverage amounts, types and other features as we from time to time specify, using the insurance industry form(s) acceptable to us, and such other insurance coverage as required by law and any other agreement related to the Business. Any person or entity with an insurable interest that we

designate (each, an “Additional Named Insured”) must be named an additional insured on all required liability policies. Each insurance policy must contain a waiver of subrogation in favor of the Additional Named Insureds. Your insurance must apply as primary and non-contributory. Currently, our minimum insurance requirements include (i) comprehensive general liability insurance, with a combined single limit in the amount we specify, up to \$2,000,000 per occurrence but no less than \$1,000,000 per occurrence (including Products/Completed Operations, Personal Injury, and Advertising Injury); (ii) a modification to the care, custody, and control exclusion in the general liability insurance policy with a limit of no less than \$25,000; (iii) motor vehicle liability coverage, combined single limit in the amount we specify, up to \$2,000,000 but no less than \$1,000,000, on each owned, non-owned or hired vehicle used in connection with the Business; (iv) workers’ compensation coverage regardless of whether required by state law, but with minimum coverage no less than \$1,000,000 or as required by law (if applicable), whichever is greater; (v) a dishonesty bond in the amount we specify, no less than \$5,000; and (vi) such other insurance as from time to time required by us, under applicable law and under other agreements applicable to your Business. Additionally, when your annual Gross Sales meets or exceeds \$500,000, then we require you to purchase and maintain cyber liability coverage and Employer Practices Liability Insurance in the amount we specify, but no less than \$500,000. We also encourage, and reserve the right to require, that you purchase Business Personal Property and Inland Marine insurance coverage to ensure proper coverage to any of your property and mobile equipment, as well as cyber liability coverage and Employer Practices Liability Insurance before you generate \$500,000 in annual Gross Sales. With respect to Corporate Accounts, if the insurance amount required for any Corporate Account or for Corporate Account work in general exceeds the amount specified as the maximum amount required by us for any type of insurance, that higher amount required for the Corporate Account work will apply. Additional insurance requirements are set forth in the Operations Manual.

You may satisfy the insurance coverage limits through an umbrella policy that meets all the requirements of this Section. We also have the right to terminate this Agreement for cause if you fail to comply with this Section.

You must deliver to us at least 5 days prior to commencement and thereafter annually or at our request a proper certificate of insurance, insurance policy endorsements and other evidence of compliance - showing the existence of the insurance coverage and your compliance with this Section. If you change your insurance provider, you must immediately deliver the proper certificate of insurance to us. We also may request copies of all insurance policies. Any review we conduct of your insurance coverage does not limit your obligation to comply with this Section. We may modify the required minimum limits and types of coverage, by written notice to you. Upon such notification, you must immediately implement the modification of the policy, and provide evidence thereof, in accordance with our request. If you fail to maintain the required insurance coverage, then you will be required to immediately cease operating your Business until you have properly obtained the requisite coverage.

You acknowledge that these minimum insurance requirements do not constitute advice or a representation by us that such coverages are necessary or adequate to protect you from losses in connection with the Business. Nothing in this Agreement restricts you from obtaining insurance with higher policy limits and/or additional coverage.

D. Noncompetition Covenants. You agree that you will receive valuable training and Confidential Information that you otherwise would not have received or had access to but for the rights licensed to you under this Agreement. You therefore agree to the following noncompetition covenants:

1. Unless otherwise specified, the term “you” as used in this Section 9.D includes, collectively and individually, all guarantors, shareholders, members, partners, as the case may be, and other holders of any ownership interest in you, if you are an entity, as well as any spouse, children, parents or siblings, if you are an individual. We may require you to obtain from your owners, if you are an entity (including shareholders (if you are a corporation), partners (if you are a partnership) and members (if you are a limited liability company)), and/or from your spouse, children, parents or siblings, if you are an individual, a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this Section 9.D.

2. You promise that during the term of this Agreement, and during any Interim Period (if applicable), you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with, any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any Competitive Business (as defined below).

3. You promise that you will not, for a period of one year after the expiration or termination of this Agreement, or after the expiration or termination of any Interim Period (as applicable), regardless of the cause of termination, or within one year of the sale or Transfer of the Business or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, advertise, promote in any media including social media platforms, or consult with or have any interest in a Competitive Business (as defined below) that is located:

- a. In the Territory;
- b. Within a 25-mile radius of the outer boundary of the Territory;  
or
- c. Inside the territory of another FISH WINDOW CLEANING Business, whether franchised or owned by us or our affiliates.

For purposes of this Agreement, a “Competitive Business” is any business that offers or sells commercial and/or residential window cleaning, gutter cleaning or power washing, or otherwise competes with our System.

4. You agree that the length of time in paragraph 3 above will be tolled for any period during which you are in breach of the non-compete covenants or any other period during which we seek to enforce this Agreement.

5. In addition, you agree that during the term of this Agreement and for one year thereafter, you will not, without our prior written consent, directly or indirectly, for yourself or on behalf of any other person divert, or attempt to divert, any business or customer of the Business or any other FISH WINDOW CLEANING Business to any competitor by direct or indirect inducement.

6. The parties agree that each of the foregoing covenants in this Section 9.D will be construed as independent of any other covenant or provision of this Agreement. To the extent anyone successfully contests the validity or enforceability of



any part of this Section 9.D in its present form predicated upon the area of coverage, this provision will not be deemed invalid or unenforceable, but will instead be deemed modified, so as to be valid and enforceable, to provide coverage for the maximum scope that any court of competent jurisdiction or arbitrator will deem reasonable and necessary to protect our legitimate interests.

E. Management of the Business.

1. To assure protection of customers and your Business, and the Marks and System for your benefit and the benefit of all other FISH WINDOW CLEANING Businesses, you hereby make, constitute and appoint us, or our designee, as your true and lawful attorney-in-fact, with the powers set forth below, which may, in our sole discretion, be exercised if any of the following events occur: (i) you are indicted for or charges are filed against you alleging that you committed a criminal act that could involve imprisonment for more than thirty (30) days; (ii) charges are brought by any federal, state or local authority that could affect any licenses to operate your Business; (iii) you or a designated principal owner if you are an entity die or become mentally or physically incapacitated; or (iv) you commit any of the acts set forth in Section 12.A of this Agreement. Upon the occurrence of any of the foregoing events, we may, but are not obligated to, take possession and control of and operate the Business for your benefit. Such right shall continue only for such period of time as the reason or reasons for our taking possession and control of the Business, as set forth above, continues; provided, however, that we reserve the right to terminate our management of the Business at any time. We shall act diligently, in good faith and honestly in our actions hereunder. In furtherance of the foregoing, we may:

- a. collect any and all revenues due and payable to the Business and endorse your name on checks received;
- b. pay any and all expenses incurred to operate the Business including, but not limited to, wages, salaries and other compensation to your employees, to us and persons we employ on your behalf to manage the Business and to others for professional services;
- c. pay any amounts due to us or our affiliates, including the continuing Royalty Fees, Technology Fees, Brand Building Fees, amounts due for purchases of product and supplies and amounts due under any financing agreements;
- d. incur debts in the ordinary course of business for inventory, materials, supplies and other items needed for the operation of the Business;
- e. execute documents or instruments on your behalf;
- f. receive a reasonable fee for our services hereunder (as more fully set forth below);
- g. institute legal or administrative proceedings on behalf of and defend actions brought against the Business; and

- h. take any other action we deem necessary or appropriate in furtherance of this Section.

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

3. In addition to any other fees due under this Agreement and reimbursement of our out-of-pocket expenses to provide management services, we are entitled to receive a management fee equal to 5% of the Gross Sales of the Business ("Management Fee"). The Management Fee shall be paid within ten (10) days after the end of each month, or part thereof. Any portion of the Management Fee which is not paid when due shall bear interest at the rate set forth in Section 8.H until such amount is paid in full.

#### TRANSFER OF FRANCHISE

10. You agree that the following provisions govern any Transfer or proposed Transfer:

A. Transfers. We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the Business. Consequently, neither your interest in this Agreement nor in the Business may be directly or indirectly Transferred to or assumed by any other person or entity (at times referred to as the "Assignee"), in whole or in part, unless (i) you have first tendered to us the right of first refusal to acquire this Agreement in accordance with Section 10.F, and we do not exercise such right; (ii) our prior written consent is obtained; (iii) the Transfer fee provided for in Section 10.C is paid; and (iv) the Transfer conditions described in Section 10.D are satisfied. Any direct or indirect sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the Business to a person or entity who shares in the losses or profits of the Business (including merger, combination, or reorganization or as a result of death, disability, divorce, insolvency, or bankruptcy) in a manner other than as an employee will be considered a "Transfer" for purposes of this Agreement. A Transfer also includes the following which triggers the Transfer conditions set forth in this Section 10:

1. For purposes of this subsection 10.A, a transfer, pledge or seizure, or change in control of any ownership interest in you or in any Principal Owner; or
2. Any change in the general partner of a franchisee that is a general, limited or other partnership entity.

You may not place in any communication media or any form of advertising, any information relating to the sale of the Business or the rights under this Agreement, without our prior written consent.

B. Consent to Transfer. We will not unreasonably withhold our consent to a Transfer; provided we determine that all of the conditions described in this Section 10 have been satisfied. Application for our consent to a Transfer and tender of the right of first refusal provided for in Section 10.F must be made by submission on our form of application for consent to Transfer, which must be accompanied by the documents (including a copy of the proposed purchase or other Transfer agreement) and other required information. The application must indicate whether you or an owner will retain an interest in the property to be Transferred. No interest may be retained or created without our prior written consent and only upon conditions acceptable to us. Any agreement used in connection with a Transfer shall be subject to our prior written approval, which approval will not be withheld unreasonably. You immediately must notify us of any proposed Transfer and must submit promptly to us the application for consent to Transfer. Any attempted Transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void and will provide us with the right to elect either to default and terminate this Agreement or to collect from you and the guarantors a Transfer fee equal to two times the Transfer fee provided for in Section 10.C as damages.

C. Transfer Fee. You must pay to us a Transfer fee in the amount equal to \$10,000 plus any applicable broker/referral fee. The Transfer fee is nonrefundable. You will not be required to pay a Transfer fee if you are an individual and wish to Transfer this Agreement to a newly formed legal entity wholly owned by you and established solely for purposes of the convenience of ownership and the operation of the Business; provided that you must become a guarantor of the Business as required under Section 6.A. If this will be the transferee's first FISH WINDOW CLEANING Business, then they will be required to pay all license fees and any other set up fees, such as the Software License Fee.

D. Conditions of Transfer. We condition our consent to any proposed Transfer, whether to an individual, a corporation, a partnership or any other entity, upon the following:

1. Assignee Requirements. The Assignee must meet all of our then-current requirements for our FISH WINDOW CLEANING franchise program we are offering at the time of the proposed Transfer, sign our then-current form of franchise agreement, and its owners must become guarantors of the Business as required under Section 6.A.

2. Payment of Amounts Owed. All amounts owed by you to us, or any of our affiliates or your suppliers, or upon which we or our affiliates have any contingent liability, must be paid in full.

3. Reports. You must have provided all required reports to us.

4. Guarantee. In the case of an installment sale for which we have consented to you or any owner retaining an interest or other financial interest in this Agreement or the Business, you or such owner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

5. Assumption of Obligations. The Assignee must assume and agree to be bound by all of your Customer obligations, including all warranty work and service plans obligations.

6. General Release. You and each guarantor must sign a general release of all claims arising out of or relating to this Agreement, your Business or the parties' business relationship, in the form we designate, releasing us and our affiliates.

7. Training. The assignee must, at your or assignee's expense, comply with our training requirements.

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

9. Modernize and Upgrade Business. You or the assignee must modernize, remodel, refurbish, and upgrade the premises and any equipment (including the vehicle) used in connection with the Business so that it complies with our then-current standards for new franchisees.

10. Other Conditions. You must have complied with any other conditions that we reasonably require from time to time as part of our Transfer policies. You acknowledge and agree that following any Transfer hereunder, you and your owners will continue to be subject to the noncompetition covenant under Section 9.D.3.

E. Involuntary Transfers.

1. Death, Disability or Incapacity. You will promptly notify us in the event of a death, disability or incapacity of Franchisee (or, if Franchisee is a legal entity, of Franchisee's Principal Owner). In such an event, if the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as the Franchisee or the Principal Owner of the Franchisee entity, such person or entity must tender the right of first refusal provided for in Section 10.F, apply for our consent under Section 10.B, pay the applicable Transfer fee under Section 10.C, and satisfy the Transfer conditions under Section 10.D, as in any other case of a proposed Transfer, all within 120 days of the death or event of disability or incapacity. During any transition period to an heir or successor-in-interest, the Business still must be operated in accordance with the terms and conditions of this Agreement. If the assignee of the decedent, disabled, or incapacitated person is the spouse or child of such person, no Transfer fee will be payable to us and we will not have a right of first refusal as set forth in Section 10.F.

2. Insolvency or Bankruptcy. In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency

law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in subsection 10.F, and if we do not exercise such right, must apply for and obtain our consent to the Transfer, pay the Transfer fee provided for in the subsection 10.C, and satisfy the Transfer conditions described in subsection 10.D. In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you.

3. Divorce. You will promptly notify us of any divorce proceedings that may result in a Transfer and tender the right of first refusal provided for in subsection 10.F. If we do not exercise such right, you must apply for and obtain our consent to the Transfer, pay the Transfer fee provided for in subsection 10.C, and satisfy the Transfer conditions described in subsection 10.D.

F. Right of First Refusal. If you propose to Transfer this Agreement or your interest herein or in the Business, in whole or in part, to any third party, as contemplated by Section 10.A, you must first deliver a statement to us offering to sell to us your interest in this Agreement and the land, building, equipment, furniture and fixtures and any other assets or leasehold interests used in the operation of the business (subject to this Section 10). If the proposed Transfer involves an offer from a third party, then you must obtain from the third-party offeror and deliver to us a statement, in writing, signed by the offeror and by you, of the binding terms of the offer.

We then have 10 days from our receipt of the statement setting forth the third-party offer (and all other information requested by us) to accept the offer by delivering written notice of acceptance to you. We will have an additional 45 days to complete the purchase if we elect to exercise our right of first refusal. Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us; provided, however (and regardless of whether the following are inconsistent with the price and terms set forth in the statement) (1) we have the right to substitute equivalent cash for any noncash consideration included in the offer, (2) we will prepare the transaction documents for the Transfer, which will be on terms customary for this type of transaction (including representations and warranties, covenants, conditions, and indemnification), and (3) our purchase may be limited to any assets related to the business.

If we fail to accept the offer within the 10-day period, you will be free for 60 days after such period to effect the disposition described in the statement delivered to us provided such Transfer is in accordance with this Section 10, including obtaining our consent under Section 10.B. Any material change in the terms of the offer will be deemed a new proposal subject to our right of first refusal. You may effect no other sale or assignment of you, this Agreement or the Business without first offering the same to us in accordance with this Section 10.F.

G. Transfer by Us. We have the right to sell or assign, in whole or in part, our interest in this Agreement without prior notice to you and without your consent.

## DISPUTE RESOLUTION

11. The following provisions apply with respect to dispute resolution:

A. Mediation. Before any party may bring an action in court or against the other, or commence an arbitration proceeding (except as noted in Section 11.C below), the parties must first meet to mediate the dispute. The mediation will be held in St. Louis County, Missouri. Any such mediation shall be non-binding and shall be conducted by the American Arbitration Association (the “AAA”) in accordance with its then-current rules for mediation of commercial disputes unless the parties agree otherwise. The mediator will be appointed in accordance with the rules and regulations of the AAA unless the parties agree on a mediator in writing within 10 days after either party gives written notice of mediation. The mediation hearing will be held within 20 days after the mediator has been appointed. Each party will bear its own costs and expenses for the mediation and will be responsible to pay 50% of the mediator’s costs and expenses.

B. Arbitration. Except as qualified below, any dispute between you and us or any of our or your affiliates, including without limitation, your owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, the parties’ relationship, or your Business not resolved through mediation within 90 days of the initiation of mediation must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the AAA pursuant to its then-current commercial arbitration rules and procedures. The arbitration must take place in St. Louis County, Missouri. The arbitration must be conducted by a single arbitrator. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five years of significant experience in franchise law. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts. A judgment may be entered upon the arbitration award in any court of competent jurisdiction. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. Each party will bear its own costs and expenses for the arbitration and will be responsible to pay 50% of the arbitrator’s fees and costs (including arbitrator’s and AAA’s fees and costs); provided that the prevailing party will be entitled to reimbursement of its fees and costs under Section 11.D.

C. Exceptions to Mediation and Arbitration. Notwithstanding Section 11.B, the parties agree that the following claims will not be subject to mediation or arbitration and may be brought in any court of competent jurisdiction, subject to Sections 14.G.1 and 14.H:

1. any action for temporary, preliminary or permanent injunctive relief, specific performance, writ of attachment, or other equitable relief necessary to enjoin any harm or threat of harm to such party’s tangible or intangible property, including trademarks, service marks and other intellectual property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings



initiated hereunder. You specifically acknowledge that your breach or threatened breach of any of your obligations under this Agreement, including but not limited to Sections 1.B-D, 2.B, 3, 5.E-G, 5.K, 9.D, 10.A, 11.B, or 13.A, would cause us irreparable harm. You understand that irreparable harm is an injury for which monetary damages are not an adequate remedy. Therefore, upon any such breach or threatened breach by you, in addition to any other rights or remedies that may be available to us at law, equity or otherwise, you acknowledge that we will be entitled to equitable relief, including an injunction, restraining order or specific performance, without any requirement to prove irreparable harm. In addition, you hereby waive any right to request that a bond be issued as security (except for a nominal bond not to exceed \$100).

2. any action in ejectment or for possession of any interest in real or personal property; and

3. any action related solely to the collection of moneys owed to us or our affiliates.

D. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, the parties' relationship or the Business will be entitled to recover its reasonable attorneys' fees and costs (including arbitrator's and AAA's fees and costs).

#### DEFAULT AND TERMINATION

12. The following provisions apply with respect to default and termination:

A. Defaults. You are in default if we determine that you or any guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing includes (i) making any false report to us; (ii) intentionally understating or underreporting or failing to pay when due any amounts required to be paid to us or any of our affiliates; (iii) any action by you or any guarantor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Marks or the Business or any felony; (iv) filing of tax or other liens that may affect this Agreement; or (v) the filing of voluntary or involuntary bankruptcy by or against you or any guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

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

1. Termination After Opportunity to Cure. Except as otherwise provided in this Section 12.B: (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults; (ii) your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement; (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.



2. Immediate Termination With No Opportunity to Cure. If any of the following defaults occur, you will have no right to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination: (i) any material misrepresentation or omission in your franchise application or other reports or information provided to us; (ii) your voluntary abandonment of this Agreement (which includes your failure to operate the Business for seven or more consecutive days); (iii) the closing of the Business by any state or local authorities for public safety reasons; (iv) your registration of any domain name containing our Marks; (v) any unauthorized use of the Confidential Information; (vi) insolvency of you or guarantor, you or a guarantor making an assignment or entering into any similar arrangement for the benefit of creditors; (vii) conviction of you or any guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of the Marks or the Business or any felony; (viii) intentionally understating or underreporting Gross Sales, Royalty Fees or Brand Building Fees or any understatement or 2% variance on a subsequent audit within a 2-year period; (ix) any actual or attempted unauthorized Transfer in violation of Section 10; (x) your failure to meet your Annual Minimum Performance Standards for two consecutive years; (xi) you fail to obtain the requisite minimum insurance coverage requirements within 10 days of any lapses in coverage; or (xii) any default by you that is the second default of any type within any 12-month consecutive period even if the default(s) were cured.

3. Immediate Termination After No More than 24 Hours to Cure. If a default under this Agreement occurs that materially impairs the goodwill associated with any of the Marks, violates any health or safety law or regulation, violates any System standard as to cleanliness, health and safety, or if the operation of your Business presents a health or safety hazard to the public or to customers or employees: (i) you will have no more than 24 hours after we provide written notice of the default to cure the default; and (ii) if the default is not timely cured, this Agreement will terminate effective immediately on our issuance of written notice of termination.

4. Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you.

C. Termination by You. You may terminate this Agreement as a result of a breach by us of a material provision of this Agreement; provided that: (i) you provide us with written notice of the breach that identifies the grounds for the breach; and (ii) we fail to cure the breach within 30 days after our receipt of the written notice. If we fail to cure the breach, the termination will be effective 60 days after our receipt of your written notice of breach. Your termination of this Agreement under this Section will not release or modify your post-term obligations under Section 13 of this Agreement.

#### POST-TERM OBLIGATIONS

13. Upon the expiration or termination of this Agreement, or the expiration or termination of any Interim Period:

A. Reversion of Rights; Discontinuation of Trademark Use. All of your rights to the use of the Marks and all other rights and licenses granted herein and the right and license to conduct business under the Marks will revert to us without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. Upon our demand, you must assign to us or our assignee your remaining interest in any lease then in effect for the Business (although we will not assume any past due obligations).

You must immediately comply with the post-term noncompetition obligations under Section 9.D, cease all use and display of the Marks and of any proprietary material (including the Operations Manual) and of all or any portion of promotional materials furnished or approved by us, assign all right, title and interest in the telephone numbers and social media or digital marketing accounts used at any time for the Business and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities. You are solely responsible for removing and ceasing use of the Marks on any social media or digital marketing accounts that you setup for the Business. You must pay all sums due to us, our affiliates or designees and to third parties. You must immediately deliver to us, at your expense, all copies of the Operations Manual, Customer lists and ongoing Customer contracts then in your possession or control or previously disseminated to your employees and continue to comply with the confidentiality provisions of Section 5.H. You must promptly, at your expense, remove or obliterate all FISH WINDOW CLEANING Business signage, displays or other materials in your possession that bear any of the Marks or names or material confusingly similar to the Marks, including all such signage and displays on any vehicles, and so alter the appearance of the Business premises as to differentiate the Business unmistakably from duly licensed FISH WINDOW CLEANING Businesses identified by the Marks. You must cease any and all advertising and use of any identifying materials generated during the term of the franchise, including, but not limited to, terminating all business listings in electronic and print format, cancelation of all websites, domain names, and telephone numbers (if not assigned to us) used at any time in connection with the Business.

In the event of expiration or termination of this Agreement (or the expiration or termination of any Interim Period), you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our affiliates that expressly or by their nature survive the expiration or termination of this Agreement, including your indemnification obligations under Section 9.B.

B. Purchase Option. Provided we give you written notice of our preliminary intent to exercise our purchase rights under this Section within 30 days after the date of the expiration or termination of this Agreement, we have the right to purchase or designate a third party that will purchase all or any portion of the assets of your Business that are owned by you or any of your affiliates, including, without limitation, the land, building, equipment, fixtures, signage, furnishings, supplies, leasehold improvements, and inventory of the Business at a price equal to current fair market value. If we cannot agree on fair market value within 30 days after we have provided notice that we intend to exercise our option, the purchase price will be determined by a qualified appraiser selected with the consent of both parties. If the parties cannot agree upon the selection of an appraiser(s), one or both will be appointed by a Judge of the United States District Court for the District in which the Franchise Location is located upon petition of either party.

The price determined by the appraiser(s) will be the reasonable fair market value of the assets based on their continuing use in, as, and for the operation of a FISH WINDOW CLEANING business and the appraiser will designate a price for each category of asset (e.g., land, building,

equipment, fixtures, etc.), but shall not include the value of any goodwill of the business, as the goodwill of the business is attributable to the Marks and the System.

Within 45 days after our receipt of the appraisal report, we or our designated purchaser will identify the assets, if any, that we intend to purchase at the price designated for those assets in the appraisal report. We or our designated purchaser and you will then proceed to complete and close the purchase of the identified assets, and to prepare and execute purchase and sale documents customary for the assets being purchased, in a commercially reasonable time and manner. We and you will each pay one-half of the appraiser's fees and expenses. Our interest in the assets of the Business that are owned by you or your affiliates will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party. Upon our or our designated purchaser's exercise of the purchase option and tender of payment, you agree to sell and deliver, and cause your affiliates to sell and deliver, the purchased assets to us or our designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause your affiliates to execute and deliver, to us or our designated purchaser a bill of sale therefor and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the assets being purchased.

C. Claims. You and your owners and guarantors may not assert any claim or cause of action against us or our affiliates arising out of or relating to this Agreement or your Business after the shortest period of (i) the applicable statute of limitations, (ii) two years and one day following the effective date of expiration or earlier termination of this Agreement or (iii) two years and one day from the accrual of any such claim or cause of action; provided that where the two-year-and-one-day limitation of time in clause (ii) or clause (iii) is prohibited or invalid by or under any applicable law, then and in that event only, no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

## GENERAL PROVISIONS

14. The parties agree to the following provisions:

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

B. Waiver/Integration. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the Operations Manual and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with the addenda and appendices hereto and any application form or similar document executed by you requesting us to enter into this Agreement constitute the entire agreement

between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Disclosure Document we furnished to you. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, members, managers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document given to you pursuant to applicable law. DO NOT SIGN THIS AGREEMENT IF YOU BELIEVE WE OR ANY OF OUR REPRESENTATIVES HAVE PROMISED YOU SOMETHING THAT IS NOT PART OF THIS AGREEMENT, ANY ATTACHED EXHIBIT, SCHEDULE OR ADDENDUM OR THE FRANCHISE DISCLOSURE DOCUMENT.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally, in electronic form via email to an authorized email address or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by a reputable overnight service, and addressed as follows:

1. If intended for us, addressed to

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

2. If intended for you, addressed to you at the address set forth on the Data Sheet; or,

in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this Section.

D. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents or other authorized officer.

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

F. Successors/Assigns. Subject to the terms of Section 10 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and permitted assigns of the parties.

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

1. Applicable Law and Waiver. The parties agree that the execution of this Agreement and the acceptance of its terms occurred in Manchester, Missouri. The parties further agree that your performance of your material obligations arising under the Agreement, including but not limited to, the payment of monies due hereunder and the satisfaction of certain of our training requirements, shall occur in St. Louis County, Missouri. Accordingly, subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 11, this Agreement, the parties' rights under this Agreement, and the relationship between the parties under this Agreement are governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Missouri (excluding any conflicts of laws principles). The parties agree that any state law or regulation applicable to the offer or sale of franchises or the franchise relationship will not apply unless the jurisdictional provisions are independently met.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the requirements of Section 5.A(ii) and other express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "Reasonable Business Judgment" (as defined below) in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of "Reasonable Business Judgment," even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

H. Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 11 must be brought in Federal District Court for the Eastern District of Missouri or in St. Louis County District Court, St. Louis, Missouri. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts and specifically waive any objection to the jurisdiction and venue of such courts. You specifically waive the right to remove any action brought in state court from such state court to a federal district court. The provisions of this Section will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Section, and with a complete understanding thereof, agree to be bound in the manner set forth.

I. Jury Waiver All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement and claims arising out of the parties' relationship.

J. Waiver of Punitive and Consequential Damages. Except with respect to indemnification obligations hereunder with respect to third party claims, you and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any consequential, indirect, special, punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained. Notwithstanding anything herein to the contrary, each party waives, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other.

K. WAIVER OF CONSUMER RIGHTS. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER THE MISSOURI MERCHANDISING PRACTICES ACT, AND UNDER ANY OTHER SIMILAR LAW OF THE STATE OF MISSOURI OR ANY OTHER JURISDICTION THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF YOUR OWN SELECTION, YOU VOLUNTARILY CONSENT TO THIS WAIVER.

L. Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

M. Construction. The parties mutually agree that any ambiguities in this Agreement shall not be construed or interpreted more strictly against the drafting party.

N. Force Majeure. A party's failure of performance of this Agreement according to its terms will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of said party. Such causes include, but are not limited to, strikes, wars, riots and acts of government except as may be specifically provided for elsewhere in this Agreement.

O. Adaptations and Variances. You acknowledge that complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the standards, specifications, and requirements for any franchised business based on conditions we deem important to the operation of such business and/or the System, as more particularly set forth in the Operations Manual. We are not required to grant you a like or other variation. You acknowledge that the obligations and rights of the parties to other agreements may differ materially from your rights and obligations under this Agreement.

P. Notice of Potential Profit. You acknowledge that we and/or our affiliates may from time to time make a profit on our sales of goods or services to you for use in your Business. Further, we and/or our affiliates may from time to time receive rebates and/or other consideration from suppliers and/or manufacturers in respect of sales of goods or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said rebates, profits and/or consideration. In our sole discretion, we may (but have no obligation to) return to you a portion of any such rebates, profits or consideration attributable to your purchases from suppliers and/or manufacturers (subject to your compliance with applicable terms and conditions, provision of certain information and execution of applicable documentation) and/or we may retain such consideration and use it as we deem appropriate for the benefit of the System.



Q. Anti-Terrorism Provision. You and each of your owners represent and warrant to us that: (i) neither you nor any owner is named, either directly or by an alias, pseudonym or nickname, on the lists of “Specially Designated Nationals” or “Blocked Persons” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control currently located at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/); (ii) you and each owner will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering and against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the U.S. Patriot Act (currently located at [www.epic.org/privacy/terrorism/hr3162.html](http://www.epic.org/privacy/terrorism/hr3162.html)), U.S. Executive Order 13244 (currently located at [www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html](http://www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html)) or any similar laws; and (iii) you and each Owner shall immediately notify us in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the parties have executed this Franchise Agreement as of the dates written below.

FRANCHISEE:

\_\_\_\_\_  
\_\_\_\_\_, individually

\_\_\_\_\_  
Date

FRANCHISOR:

FISH WINDOW CLEANING SERVICES, INC., a  
Missouri corporation

BY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Schedule A to the Franchise Agreement

**Data Sheet**

1.     **Franchisee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

2.     **Owners.** You represent and warrant to us that the following persons are the only owners of Franchisee:

Name	Home Address	Percentage of Ownership

The foregoing owners will be devoting their full time to the Business with \_\_\_\_\_ being identified as the Principal Owner, which means that he/she has the authority to make all decisions on behalf of the Franchisee and the Principal Owner's decisions will bind the Franchisee.

3.     **Territory.** \_\_\_\_\_  
\_\_\_\_\_

4.     **Type of Package** (check one):    \_\_\_\_\_ Small    \_\_\_\_\_ Standard    \_\_\_\_\_ Executive

5.     **Initial Franchise Fee:** \$\_\_\_\_\_<sup>1</sup>

6.     **Software Setup Fee:** \$3,500

7.     **Business Development Package:** \$6,000

<sup>1</sup> \$49,900 for Small Package; \$59,900 for Standard Package; \$74,900 for Executive Package.

8. **Royalty Fee:** the Applicable Percentage Rate (set forth in the first table below) multiplied by the greater of (i) your weekly Gross Sales or (ii) the Applicable Minimum Performance Standard (set forth in the second table below).

Aggregate Yearly Gross Sales	Applicable Percentage Rate
\$0 - <del>\$300,000</del> <u>\$500,000</u>	8%
<del>\$300,000.01 - \$500,000</del> <u>\$500,000.01 - \$900,000</u>	7%
<u>\$900,000.01 - \$1,200,000</u>	6%
<del>\$500,000.01</del> <u>\$1,200,000.01</u> and above	<del>6%</del> <u>5%</u>

For example, in any calendar year, while your aggregate Gross Sales for the calendar year are less than or equal to ~~\$300,000~~\$500,000, your Applicable Percentage Rate will be 8% each week. Once your aggregate Gross Sales for the calendar year exceed ~~\$300,000~~\$500,000, your Applicable Percentage Rate will become 7% each week. ~~Lastly, once~~Once your aggregate Gross Sales for the calendar year exceed ~~\$500,000~~\$900,000, your Applicable Percentage Rate will become 6% each week. Lastly, once your aggregate Gross Sales for the calendar year exceed \$1,200,000, your Applicable Percentage Rate will become 5% each week for the remainder of the calendar year.

The “Applicable Minimum Performance Standard” for each week is determined as follows, for each year of your franchise term, depending on whether you have purchased the Small, Standard, or Executive Package:

	Small	Standard	Executive
Each Week Year One	\$1,100	\$1,320	\$1,430
Each Week Year Two	\$1,760	\$2,090	\$2,310
Each Week Year Three	\$2,420	\$2,860	\$3,190
Each Week Year Four	\$3,080	\$3,630	\$4,070
Each Week Year Five	\$3,740	\$4,400	\$4,950
Each Week Year Six	\$4,180	\$4,950	\$5,610
Each Week Year Seven	\$4,620	\$5,500	\$6,270
Each Week Year Eight	\$5,060	\$6,050	\$6,930
Each Week Year Nine	\$5,500	\$6,600	\$7,590
Each Week Year Ten	\$5,940	\$7,150	\$8,250

For example, assume that (i) you have purchased the Executive Package, (ii) you are in your second year of the term, (iii) your Business has not yet achieved \$300,000 of Gross Sales in the aggregate during the second calendar year, and (iv) your Gross Sales for the prior week are equal to \$1,500. Then, your Applicable Percentage Rate for the prior week is equal to 8%. Because your weekly Gross Sales of \$1,500 are less than the Applicable Minimum Performance Standard of \$2,310, your weekly Royalty Fee for the prior week would be equal to \$184.80 (calculated as 8% \* \$2,310).

9. **Brand Building Fees:** 1% of greater of (i) weekly Gross Sales and (ii) Applicable Minimum Performance Standard. We reserve the right to increase the minimum Brand Building Fee by an amount of no more than 10% per calendar year.

**10. Monthly Marketing Requirement:** (check one)

- \_\_\_\_\_ \$1,500 per month (Small Package)  
\_\_\_\_\_ \$2,500 per month (Standard Package)  
\_\_\_\_\_ \$3,500 per month (Executive Package)

**11. Technology Fee:** \$50 per week.

**12. Annual Minimum Performance Standards:**

	Small	Standard	Executive
Year One	\$57,200	\$68,640	\$74,360
Year Two	\$91,520	\$108,680	\$120,120
Year Three	\$125,840	\$148,720	\$165,880
Year Four	\$160,160	\$188,760	\$211,640
Year Five	\$194,480	\$228,800	\$257,400
Year Six	\$217,360	\$257,400	\$291,720
Year Seven	\$240,240	\$286,000	\$326,040
Year Eight	\$263,120	\$314,600	\$360,360
Year Nine	\$286,000	\$343,200	\$394,680
Year Ten	\$308,880	\$371,800	\$429,000

**13. Effective Date:** \_\_\_\_\_

[SIGNATURES ON FOLLOWING PAGE]

FRANCHISEE:

\_\_\_\_\_, individually

\_\_\_\_\_  
Date

FRANCHISOR:

FISH WINDOW CLEANING SERVICES, INC., a  
Missouri corporation

BY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Schedule B to the Franchise Agreement

**ACH FORM**

ACH Origination services will not be considered until this application is

**FILLED OUT COMPLETELY**

Date of Application _____	Business Phone _____
Name of Company _____	
Contact Person _____	Title _____
Address _____	

***Please complete blanks below with your banking information using the sample as a reference only, or attach a sample voided check that displays the required information.***

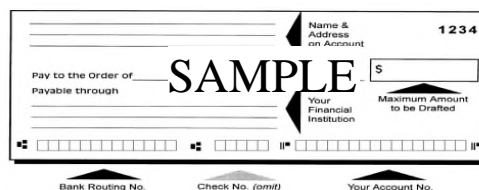
Name of Financial Institution: \_\_\_\_\_

Name \_\_\_\_\_ and \_\_\_\_\_ Address \_\_\_\_\_ on \_\_\_\_\_ Account:

Bank Routing No.: \_\_\_\_\_

Account No: \_\_\_\_\_

Federal Tax ID No: \_\_\_\_\_



I hereby authorize Fish Window Cleaning Services, Inc., a Missouri corporation (“Franchisor”), its affiliates, and the financial institution named above to initiate entries, including debit and credit entries, to my checking/savings account identified above periodically, including weekly, monthly, annually or as necessary, on a day specified from time to time by Franchisor to pay all fees, charges and any other amounts owed (including, Royalty Fees, Brand Building Fees, Technology Fees, late fees, interest charges, note payments, software fees and any other amounts owed) pursuant to the terms of the Franchise Agreement and all related agreements entered into with Franchisor and/or its affiliates, with Royalty Fees and Brand Building Fees to be in accordance with the weekly sales analysis submitted by me; and, if necessary, to initiate adjustments for any transactions credited in error. These debits are related to the operation of the franchised business and the amount of each debit will vary, including from week to week, to a maximum amount (if any) as set forth in the Franchise Agreement. The credits are the amounts due to the franchised business net of Franchisor’s deductions for audit and any related administrative fees and/or credit entries to correct any debit entries that may have been made in error. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the financial institution at least 3 days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to 15 days following issuance of my statement by the financial institution or up to 60 days after deposit, whichever occurs first.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Franchisee

Schedule C to the Franchise Agreement

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

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

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including the provisions in Section 9, and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of the Franchise Agreement. For purposes of clarity, the undersigned hereby consent and agree that Sections 11 and 14 of the Franchise Agreement apply to the undersigned and this Personal Guarantee, including, without limitation, Section 11(B) (Arbitration), Section 11(C) (Exceptions to Mediation and Arbitration), Section 13(C) (Claims), Section 14(H) (Venue), Section 14(J) (Waiver of Punitive and Consequential Damages), and Section 14(M) (Construction).

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

This Personal Guarantee will be governed by the laws of the state of Missouri in which the FISH WINDOW CLEANING® business is located. The provisions of this Personal Guarantee which conflict with or are inconsistent with applicable governing law will be superseded and/or modified by such applicable law only to the extent such provisions are inconsistent. The parties agree that any state law or regulation applicable to the offer or sale of franchises or the franchise relationship will not apply unless the jurisdictional provisions are independently met. Each undersigned waives, to the fullest extent permitted by law, the rights and protections provided by any such franchise law or regulation. All other provisions of this Personal Guarantee will be enforceable as originally made and entered into upon the execution of this Personal Guarantee by the undersigned.

In addition, each of the undersigned consents and agrees that: (1) the undersigned’s liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by franchisee’s insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or any amendment or extension of the Franchise Agreement, with or without notice to the undersigned. It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee will inure to the benefit of our successors and assigns.

*[Signatures Appear on Following Page]*



FRANCHISEE: \_\_\_\_\_

PERSONAL GUARANTORS:

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone

Schedule D to the Franchise Agreement

**ACKNOWLEDGMENT ADDENDUM TO  
FISH WINDOW CLEANING FRANCHISE AGREEMENT**

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

**Acknowledgments and Representations\*.**

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 days prior to signing the Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
3. Did you receive a copy of the Franchise Agreement with all blanks filled in at least seven days prior to the date on which the Franchise Agreement was executed? Check one: ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
4. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
5. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_
6. Except as stated in Item 19 of our Disclosure Document, did any employee or other person speaking on behalf of Fish Window Cleaning Services, Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any FISH WINDOW CLEANING® location or business, or the likelihood of success at your franchised business? Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_

7. Were you allowed to view the operational, marketing, and personnel materials on our intranet site prior to your purchase of the franchise and have you kept all such materials and information confidential? Check one: ☐ Yes ☐ No. If no, please explain: \_\_\_\_\_
- 
8. Do you understand that that the franchise granted is for the right to operate the Business in the Territory, as stated in Subparagraph 2.A, and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, outside of your Territory using any trademarks and inside your Territory (for non-window cleaning businesses) using any trademarks other than the Fish Window Cleaning® Trademark, as described in Subparagraph 2.B? Check one: ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_
- 
9. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Business, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding? Check one: ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_
- 
10. Do you understand that the success or failure of your Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the FISH WINDOW CLEANING® trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Business may change? Check one ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_
- 
11. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Subparagraphs 10.D and 12.B and that an injunction is an appropriate remedy to protect the interests of the Fish Window Cleaning® system if you violate the covenant(s)? Further, do you understand that the term “you” for purposes of the non-compete covenants in defined broadly in subparagraphs 10.D and 12.B, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_
- 
12. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise, including information available through the Fishing Hole, are for the purpose of protecting the FISH WINDOW CLEANING® brand and trademarks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters? Check one ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_
- 

*IF MORE SPACE IS NEEDED TO RESPOND TO ANY REPRESENTATION, CONTINUE ON A SEPARATE SHEET AND ATTACH.*

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*[Signatures Appear on Following Page]*

I UNDERSTAND THAT MY ANSWERS ARE IMPORTANT AND THAT FISH WINDOW CLEANING SERVICES, INC. WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, I REPRESENT THAT I HAVE CONSIDERED EACH REPRESENTATION CAREFULLY AND RESPONDED FULLY AND TRUTHFULLY.

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED ON BEHALF OF FISH  
WINDOW CLEANING SERVICES,  
INC.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act. This Acknowledgment Addendum does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

\*Do not sign this Acknowledgment Addendum if you are a Maryland resident, or if the franchised business is to be located in Maryland.

\*Do not sign this Acknowledgment Addendum if you are a Hawaii resident, or if the franchised business is to be located in Hawaii.

Schedule E to the Franchise Agreement

**TELEPHONE NUMBER AND INTERNET AGREEMENT**

\_\_\_\_\_  
(Name of Telephone Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

This TELEPHONE NUMBER AND INTERNET AGREEMENT, ASSIGNMENT AND POWER OF ATTORNEY (“Assignment”) is made pursuant to the terms of the Franchise Agreement dated \_\_\_\_\_ (“Agreement”) by and between Fish Window Cleaning Services, Inc., a Missouri corporation (“Franchisor”) and \_\_\_\_\_ (“Franchisee”), authorizing Franchisee to use Franchisor’s Marks and System in the operation of a business offering commercial and residential cleaning services, including glass (all types), gutter, light fixture, screen door and sign cleaning, and performing related services and selling related products (the “Franchised Business”) in and for the Territory. Capitalized terms used herein without a definition shall have the meaning assigned to them in the Agreement.

For value received, Franchisee hereby irrevocably assigns to Franchisor all telephone listings and numbers at any time used by Franchisee in any printed or internet telephone directory in connection with the operation of the Franchised Business in the Territory, whether now-existing or adopted by Franchisee in the future, (collectively “Telephone Listings”) and all email addresses, domain names, social media accounts and comparable electronic identities that use the Marks or any portion of them at any time used by Franchisee in connection with any Internet directory, website or similar item in connection with the operation of the Franchised Business, whether now-existing or adopted by Franchisee in the future, (collectively “Internet Listings”) (collectively referred to herein as “Listings”). From time to time upon Franchisor’s request, Franchisee agrees to promptly provide a complete list of all Listings to Franchisor (in such format and level of detail as required by Franchisor).

Franchisee shall have the right to use the Listings only in connection with advertising the Franchised Business in the Territory. Franchisee agrees to pay all amounts pertaining to the use of the Listings incurred by it when due. Upon expiration or termination of the Agreement for any reason, Franchisee’s right of use of the Listings shall terminate. In the event of termination or expiration of the Agreement, Franchisee agrees to pay all amounts owed in connection with the Listings, including all sums owed under existing contracts for telephone directory advertising and to immediately at Franchisor’s request, (i) take any other action as may be necessary to transfer the Listings and numbers to Franchisor or Franchisor’s designated agent, (ii) install and maintain, at Franchisee’s sole expense, an intercept message, in a form and manner acceptable to Franchisor, on any or all of the Listings; (iii) disconnect the Listings; and/or (iv) cooperate with Franchisor or its designated agent in the removal or relisting of any telephone directory or directory assistance listing, Internet directory, website or advertising, whether published or online.

Franchisee agrees that Franchisor may require that all telephone numbers and telephone and internet equipment and service must be owned or provided by Franchisor or a supplier approved by

Franchisor and that Franchisor has the right to require Franchisee to “port” or transfer to Franchisor or an approved call routing and tracking vendor all phone numbers associated with the Franchised Business or published in any print or online directory, advertisement, marketing or promotion associated with the Marks.

Franchisee appoints Franchisor as Franchisee’s attorney-in-fact, to act in Franchisee’s place, for the purpose of assigning any Listings covered by this Assignment to Franchisor or Franchisor’s designated agent or taking any other actions required of Franchisee under this Assignment. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any telephone or other company to transfer such Listings, and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, cancellation or termination of Franchisee’s rights under the Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power of attorney is created to secure performance of a duty to Franchisor and is for consideration.

FRANCHISEE:

\_\_\_\_\_  
\_\_\_\_\_, individually

\_\_\_\_\_  
Date



Schedule F to the Franchise Agreement

**CONFIDENTIALITY AGREEMENT**

This **CONFIDENTIALITY AGREEMENT** is entered into by the undersigned, \_\_\_\_\_ (“you”), for the benefit of Fish Window Cleaning Services, Inc., a Missouri corporation having a principal place of business at 200 Enchanted Parkway, Manchester, Missouri 63021 (“Franchisor”); and \_\_\_\_\_ (“Franchisee”);

WHEREAS, you are associated with Franchisee as a spouse or owner of Franchisee;

WHEREAS, Franchisor intends to enter into a Franchise Agreement (the “Franchise Agreement”) pursuant to which Franchisor will grant Franchisee (or a legal entity owned and/or controlled by Franchisee) a license to use Franchisor’s trademarks, services marks, logos and other indicia of origin (the “Marks”) and Franchisor’s methods of operation (the “System”) in connection with the operation of a business offering commercial and residential cleaning services, including glass (all types), gutter, light fixture, screen door and sign cleaning, and performing related services and selling related products (the “Franchise”) in and for a specified geographical area described in the Franchise Agreement. (Capitalized terms used herein without a definition shall have the same meaning as assigned to them in the Franchise Agreement); and

WHEREAS, Franchisor has undertaken, at considerable effort and expense, to create the System which will be revealed to Franchisee pursuant to the Franchise Agreement and you either will be involved in the operation of the franchise, or, if a spouse of Franchisee, may not intend to hold an ownership interest in the Franchise or be actively involved in the operation of the Franchise but through your relationship with Franchisee, will be exposed to and learn many procedures, techniques and other matters that are identified and treated by Franchisor as confidential, proprietary or trade secret, including, without limitation, information regarding the operational, sales, and marketing methods and techniques of Franchisor, which are beyond your skills and experience, customer lists and data bases, and customer information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any customer (“Confidential Information”).

NOW, THEREFORE, you hereby agree as follows:

1. Acknowledgement of Confidentiality Obligation. You acknowledge that through your association or relationship with Franchisee, you will receive valuable Confidential Information that provides a competitive advantage in the development of the Franchise. You acknowledge and agree that the Confidential Information and any Operations Manual are confidential and proprietary in nature and contain trade secrets belonging to Franchisor and that all such tangible evidence of Confidential Information is a property right of great value to Franchisor. You hereby agree to be bound by the provisions of the Franchise Agreement related to confidentiality and protection of trade secrets, including but not limited to Section 5.H of the Franchise Agreement, to the same extent as if a party to the Franchise Agreement.

2. Non-Use. You agree not to (a) use Confidential Information without prior written approval from Franchisor, or (b) do or perform any other act injurious to the goodwill associated with the Marks and the System.

3. Non-Disclosure. Without prior written approval from Franchisor, you agree not to disclose, communicate or divulge any Confidential Information for your benefit or for the benefit of any other third party, including, without limitation, a competitor of the Franchise and/or Franchisor.

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4. Exclusions. Confidential Information does not include and this Agreement does not apply to information that you can establish by reliable documentary evidence (a) was previously known by you, (b) is or becomes part of the public domain other than through your wrongful act, (c) is otherwise lawfully in your hands by a means other than breach of this Agreement or (to your knowledge) third party's breach of its confidentiality obligation to Franchisor, or (d) is sought pursuant to a subpoena or written discovery ("Process"); provided that Franchisor shall be immediately notified of the receipt of the Process, whereupon Franchisor has the right to request that Franchisee and/or you delete the Confidential Information from the scope thereof, and if Franchisee or you refuse, then Franchisor may seek any and all available remedies, including, without limitation, commencing proceedings to enjoin the disclosure of Confidential Information or intervening impending proceedings to seek the entry of protective orders or other appropriate relief. Nothing in this Agreement shall be construed to interfere with a party's obligations to comply with lawful court orders; however, no disclosure of Confidential Information by a party pursuant thereto shall be deemed to place the Confidential Information in the public domain or to relieve the party from the future performance of all its confidentiality obligations under this Agreement, absent express orders of the court to the contrary.

5. Covenant Not to Compete. Except as otherwise approved in writing by Franchisor, during the term of the Franchise Agreement and for a period of two (2) years commencing with the earlier of the termination of the Franchise Agreement or the date on which you cease to be associated with Franchisee (or the individual who is the principal of a legal entity identified as Franchisee), whether because of a termination of an employment arrangement or marriage or otherwise, which period shall be extended by any period of non-compliance, you may not, directly or indirectly, through, on behalf of, or in conjunction with, any other person, partnership, or legal entity, own, maintain, operate, or engage or participate in, or have any financial interest, either as an officer, agent, employee, principal, partner, director, shareholder or any other individual or representative capacity, in any corporation, partnership or other legal entity that engages in any business that is the same as or similar to the Franchise, or is otherwise in competition with the business of Franchisor or Franchisor's franchisees, that engages in the distribution of similar products, services and/or equipment within the territory specified on the Data Sheet to the Franchise Agreement. You further agree that upon Franchisor's request you shall make his/her personal and business records available for inspection by Franchisor to determine your compliance with this provision.

6. Customer Non-Solicitation Covenant. In addition, you agree that during the term of this Agreement and for one year thereafter, you will not, without our prior written consent, directly or indirectly, for yourself or on behalf of any other person divert, or attempt to divert, any business or customer of the Business or any other FISH WINDOW CLEANING Business to any competitor by direct or indirect inducement.

7. Choice of Law and Jurisdiction. This Agreement shall be governed by the internal laws of the State of Missouri, without regard to conflicts of laws provisions. You agree that any litigation or legal action to enforce or relating to this Agreement shall be filed in St. Louis County, Missouri. You hereby consent to the jurisdiction of such Courts and further agree to waive any rights or objections to the jurisdiction or venue of any such actions when filed in such Courts.

8. Legal Fees and Costs. Any unauthorized disclosure following execution of this Agreement may be cause for suit for injunctive relief and damages. If you breach this Agreement, you shall pay reasonable attorney's fees and other costs incurred by Franchisor and/or Franchisee in enforcing the provisions of this Agreement. If any legal proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and all costs and disbursements allowed by law.

9. Defend Trade Secrets Act of 2016 Disclosure. 18 U.S.C. § 1833(b) states: “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Accordingly, the Parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

10. Entire Agreement. This Agreement sets forth the entire understanding among you, Franchisor and Franchisee with respect to its subject matter and cannot be changed except by written instrument signed by you, Franchisor and Franchisee. There are no representations of any kind except as contained herein. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

---

Signature, individually

---

Date

**Lease Addendum and Collateral Assignment of Lease**

**LEASE ADDENDUM**

This Addendum to Lease, dated \_\_\_\_\_, 20\_\_\_\_, is entered into by and between \_\_\_\_\_ (“**Lessor**”), and \_\_\_\_\_ (“**Lessee**”).

A. The parties hereto have entered into a certain Lease Agreement, dated \_\_\_\_\_, 20\_\_\_\_, and pertaining to the premises located at \_\_\_\_\_ (“**Lease**”).

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

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

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

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

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

3. Default and Notice.

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

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

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

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

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

#### 4. Termination or Expiration.

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

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

the Premises from a Franchised Business. In the event Franchisor exercises its option to purchase assets of Lessee, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor.

5. Consideration; No Liability.

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

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

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

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

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

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

**LESSOR:**

**LESSEE:**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

Schedule G-1 to Franchise Agreement

**COLLATERAL ASSIGNMENT OF LEASE**

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

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

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

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

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

ASSIGNEE:

ASSIGNOR:

FISH WINDOW CLEANING SERVICES, INC.

\_\_\_\_\_

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its \_\_\_\_\_

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FISH WINDOW CLEANING ~~2023~~2024 FRANCHISE AGREEMENT

~~50532675v5~~

63458260v2



Schedule H to the Franchise Agreement

**ADDENDUM TO  
FISH WINDOW CLEANING SERVICES, INC.  
FRANCHISE AGREEMENT**

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

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

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

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

1. Notwithstanding the language in Section 5.L of the Franchise Agreement,  
Franchisor cannot establish maximum, minimum or other pricing requirements with  
respect to the goods and services sold by Franchisee unless the pricing requirements have  
been established in a franchise agreement that has been reviewed and approved by the  
SBA and listed on the Franchise Registry.

2. If the franchisor must operate the business under Section 9.E.1 of the  
Franchise Agreement, Franchisor will operate the business for a 90 day renewable term,  
renewable as necessary for up to one year and the Franchisor will periodically discuss the  
status with the Franchisee or its heirs.

3. To the extent that Section 13.B requires the franchisor's option or right to  
purchase real estate owned by the Franchisee and used for the Franchised Business be  
recorded against real property records, such right to record is deleted.

4. If the Franchise Agreement is terminated and the Franchised Business or  
its contents are to be sold to Franchisor under Section 13.B of the Franchise Agreement  
and the parties are unable to agree as to a purchase price and terms, the fair market value  
of the Franchised Business and its contents will be determined by three appraisers chosen  
in the following manner: Franchisee will select one appraiser and Franchisor will select

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one appraiser, and the two appraisers so chosen will select a third appraiser. The decision of the majority of the appraisers so chosen will be conclusive. Each party will bear the cost of the appraiser that they select and the cost of the third appraiser will be shared equally by the parties.

5. In the event that Franchisor exercises its right of first refusal under Section 10.F of the Franchise Agreement, the terms and conditions of payment must be determined by both parties.

6. Franchisor will not unreasonably withhold its consent under Section 10.B of the Franchise Agreement if Franchisee pledges an interest in the Franchise Business for the Loan.

7. Franchisor will not unreasonably withhold, delay or condition its consent under Section 10.B. of the Franchise Agreement to any proposed transfer or assignment by Franchisee which requires Franchisor's consent.

8. Under Section 10.B of the Franchise Agreement, Franchisor hereby consents to a lien on the Franchised Business and the business assets Franchisee being granted to any SBA lender in connection with the Loan.

9. Under Section 10.D.4 of the Franchise Agreement, Franchisee, upon transfer, will not be bound by the terms of the new franchise agreement and guarantee performance of the transferee.

10. If the Franchisee becomes disabled under Section 10.E.1 of the Franchise Agreement and the parties are unable to agree as to whether the franchisee is permanently disabled, the disability will be determined by three physicians chosen in the following manner: Franchisee will select one physician and the Franchisor will select one physician, and the two physicians so chosen will select a third physician. The decision of the majority of the physicians so chosen will be conclusive.

11. Section 10.F of the Franchise Agreement, which provides that the Franchisor (or its assignee) may elect pursuant to its Right of First Refusal to exercise said option when Franchisee decides to sell a partial interest in the Franchised Business, is hereby amended to reflect that the Franchisor (or its assignee) will not exercise the option for any partial sale of Franchisee's interest in the Franchised Business and Franchisor (or its assignee) may not become a partial owner of the Franchised Business.

12. Notwithstanding anything to the contrary in Section 10.F, in the event that Franchisor exercises its right of first refusal, Franchisor will not offer to Franchisee anything less than the terms set forth in a bona fide offer from a 3rd party.

13. Section 13.B of the Franchise Agreement is amended so that Franchisee is given the right to decide, or the option, in its sole discretion, to sell its real estate to Franchisor or any of its affiliates, as the case may be, upon termination or expiration of the Franchise Agreement. Franchisor may have the option to lease for the remainder of

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the term of the Franchise Agreement (excluding additional renewals) for fair market value.

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

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

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

17. Franchisor and Franchisee represent that:

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

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

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

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

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

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

**FRANCHISOR:**

**FRANCHISEE:**

**FISH WINDOW CLEANING SERVICES, \_\_\_\_\_**  
**INC.**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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FISH WINDOW CLEANING ~~2023~~2024 FRANCHISE AGREEMENT

~~50532675v5~~

63458260v2

Its \_\_\_\_\_

Its \_\_\_\_\_

Schedule I to the Franchise Agreement

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

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

1. Sections 9.D.3 and 10.D.9 of the Franchise Agreement contain a covenant not to compete which extends beyond the term of the franchise. This provision may not be enforceable under California law.

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

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

4. 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.

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

WE:

YOU:

FISH WINDOW CLEANING SERVICES,  
INC.

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

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

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

1. Section 41 of the Illinois Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchisee to waive compliance with any provision of this Act is void.” Nothing in the Franchise Agreement waives any rights Franchisee may have under Section 41 of the Illinois Disclosure Act.

2. Section 14.B of the Agreement is hereby amended to include the following:

Nothing in this Section 14.B, however, may be construed to mean that you may not rely on the FISH WINDOW CLEANING Disclosure Document that we provided to you in connection with the offer and purchase of your FISH WINDOW CLEANING Business. Although the statements in the Disclosure Document do not become part of the Franchise Agreement, nothing in the Disclosure Document may contradict or be inconsistent with the contract terms.

3. Section 14.G.1 and Section 14.H are amended to add the following:

“If any provisions of the Agreement are inconsistent with applicable Illinois state law, then Illinois state law shall apply. Any provision which designates jurisdiction or venue in a forum outside Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois. Any condition, stipulation or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act is void.”

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

5. 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.

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

*[Signature Page Follows.]*



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

WE:

YOU:

FISH WINDOW CLEANING SERVICES,  
INC.

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

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

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

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

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

2. Section 4.B and Section 10.D.6 are amended by adding the following language:

“However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.”

3. Sections 14.G.1 and 14.H are amended to provide that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Section 13.C is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

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

5. 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.

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

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

WE:

YOU:

FISH WINDOW CLEANING SERVICES,  
INC.

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_



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

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

1. Section 4.B is amended by adding the following language:

“Unless the failure to renew your license is for good cause as defined in Minnesota Statutes Section 80C.14, Subdivision 3, Paragraph (b), and you have failed to correct the reasons for termination as required by Subdivision 3, we may not fail to renew your license unless:

(1) You have been given written notice of the intention not to renew at least 180 days in advance of the expiration of this Agreement; and

(2) You have been given an opportunity to operate the Business over a sufficient period of time to enable you to recover the fair market value of the Business as a going concern, as determined and measured from the date of the failure to renew. We may not refuse to renew your license if our refusal is for the purpose of converting the Business premises, or the franchise, to an operation that will be owned by us for our own account.

Any release required by us as a condition of renewal of the franchise will not apply to the extent that such release is specifically prohibited by the Minnesota Franchise Law.”

2. Section 3.D is amended by adding the following language

“The Minnesota Department of Commerce requires that we indemnify you against liability to third parties resulting from claims by third parties that your use of our Mark infringes the trademark rights of the third party. We do not indemnify against the consequences of your use of our Mark except in accordance with the requirements of this Agreement, and, as a condition to indemnification, you must provide notice to us of any such claim and tender defense of the claim to us. If we accept the tender of defense, we have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, or whether to appeal a final determination of the claim.”

3. Section 8.I is amended to provide that franchisor may not charge an insufficient funds fee in excess of the amount prescribed by Minnesota Statute 604.113.

4. Section 10.D.6 is hereby deleted from the Agreement in accordance with Minnesota Rule 2860.4400D.

5. Sections 12.B is hereby amended by adding the following language:

“Pursuant to Minn. Stat. Sec. 80C.14, Subdivisions 4 & 5, no person may terminate or cancel a franchise unless (i) that person has given notice setting forth all the reasons for the termination or cancellation at least 90 days in advance of termination or cancellation, and (ii) the recipient of the notice fails to correct the reasons stated for termination or cancellation in the notice within 60 days of receipt of the notice; except that the notice is effective immediately upon receipt where the alleged grounds for termination or cancellation are:

- (1) voluntary abandonment of the franchise relationship by you;
- (2) the conviction of you of an offense that is directly related to the business conducted pursuant to the franchise; or
- (3) failure to cure a default under this Agreement which materially impairs the goodwill associated with our trade name, trademark, service mark, logotype or other commercial symbol after you have received written notice to cure at least twenty-four (24) hours in advance thereof.

No person may terminate or cancel a franchise except for good cause. “Good cause” means failure by you to substantially comply with the material and reasonable franchise requirements imposed by us including, but not limited to:

- (1) your bankruptcy or insolvency;
- (2) a voluntary or involuntary assignment for the benefit of creditors or any type of similar disposition of the assets of the Business;
- (3) voluntary abandonment of the Business;
- (4) your conviction or your plea of guilty or no contest to a charge of violating any law relating to the Business; or
- (5) any act or conduct which materially impairs the goodwill associated with our trademark, trade name, service mark, logo or other commercial symbol.”

6. Section 11.C.1 is amended by adding the following language:

“Under Minnesota law, we may seek a restraining order, injunction and such other equitable relief as may be appropriate, but we are not automatically entitled to such relief and you have not automatically consented to such relief.”

7. Section 13.C is amended to the extent necessary, if at all, in order to comply with the limitation of claims provisions in Minnesota Statute 80C.17 Sub. 5.

8. Sections 14.G.1 and 14.I. are amended by adding:

“Pursuant to Minnesota Statutes Section 80C.21 and Minnesota Rule Part 2860.4400J, and subject to your arbitration obligations, this section shall not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota and the right to bring a cause of action within three years after the cause of action accrues. You cannot be required to consent to the waiver of a jury trial.”

9. Schedule D, Acknowledgment Addendum, is amended by adding the following language:

“Pursuant to Minnesota Rule 2860.4400J, the foregoing acknowledgments contained in this section shall not be construed as a waiver of my rights.”

10. Schedule D to the Franchise Agreement is amended by adding the following language:

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.

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

WE:

YOU:

FISH WINDOW CLEANING SERVICES,  
INC.

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

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

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

1. Section 4.B and Section 10.D.6 are amended by adding the following:

“All rights enjoyed by you 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, Section 687.4 and 687.5 be satisfied.”

2. Section 9.B is amended by adding the following:

“Notwithstanding anything contained herein to the contrary, you shall not be required to indemnify for any claims arising out of our breach of this Agreement or other civil wrongs by us.”

3. Section 12.C is amended to provide that Franchisee may terminate the Franchise Agreement on any grounds available to Franchisee pursuant to applicable law.

4. Section 14.G.1 and Section 14.H are amended by adding:

“The foregoing choice of law shall not be considered a waiver of any right conferred upon us or you by the provisions of Article 33 of the General Business Law of the State of New York.”

5. Section 13.C is amended to add the following:

“However, to the extent required by Article 33 of the General Business Law of the State of New York, all rights 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 provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.”

6. Schedule D to the Franchise Agreement is amended as follows:

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.

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

WE:

YOU:

FISH WINDOW CLEANING SERVICES,  
INC.

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

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

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

1. Section 9.D is amended by adding the following: “Covenants not to compete are generally considered unenforceable in the State of North Dakota pursuant to Section 9-08-06 of the North Dakota Century Code.”

2. Section 4.B and Section 10.D.6 are amended by adding the following: “Franchise Agreements that require the franchisee to sign a general release upon renewal or transfer are considered unfair, unjust and inequitable and are hereby deleted in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law.”

3. Section 14.G.1 and Section 14.H are amended by adding the following: “Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, this Agreement will be governed by the laws of the state of North Dakota.”

4. Section 11.B is amended by adding the following: “Notwithstanding the foregoing, if and to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), arbitration proceedings will be conducted at a mutually agreeable site in North Dakota.”

6. Section 13.C is amended by adding the following: “If and to the extent any provisions of this Section of the Agreement are inconsistent with the North Dakota Franchise Investment Law, then the applicable provisions of the North Dakota Franchise Investment Law shall apply.”

7. Section 14.J is amended by adding the following: “If and to the extent any provisions of this Section of the Agreement are inconsistent with the North Dakota Franchise Investment Law, then the applicable provisions of the North Dakota Franchise Investment Law shall apply.”

8. Section 14.I is amended by adding the following: “If and to the extent any provisions of this Section of the Agreement are inconsistent with the North Dakota Franchise Investment Law, then the applicable provisions of the North Dakota Franchise Investment Law shall apply.”

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

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

WE:

YOU:

FISH WINDOW CLEANING SERVICES,  
INC.

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

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

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

1. Section 14.G.1 and Section 14.H are amended by adding:

The provisions of this Agreement restricting jurisdiction or venue to a forum outside of the State of Rhode Island or requiring the application of the laws of a state other than the State of Rhode Island are void with respect to claims otherwise enforceable under the Rhode Island Franchise Investment Act.

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

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

WE:

YOU:

FISH WINDOW CLEANING SERVICES,  
INC.

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

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

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

1. Section 12 of the Franchise Agreement is amended by the addition of the following language:

If any of the provisions in the Franchise Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of R.C.W. 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document and Franchise Agreement with regard to any franchise sold in Washington.

2. The following paragraphs are added to the end of the Agreement:

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration 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.

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

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

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

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.

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

WE:

YOU:

FISH WINDOW CLEANING SERVICES,  
INC.

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Schedule J to the Franchise Agreement

**ADDENDUM TO FISH WINDOW CLEANING® FRANCHISE AGREEMENT  
(Semi Absentee Owner Addendum)**

THIS ADDENDUM (hereinafter, “Addendum”) is made between Fish Window Cleaning Services, Inc. (hereinafter, “Fish”), and \_\_\_\_\_ (hereinafter, “Franchisee”), as an addendum to that certain FISH WINDOW CLEANING® franchise agreement executed by Franchisor and Franchisee on \_\_\_\_\_ (the “Franchise Agreement”).

**WHEREAS**, the Franchise Agreement granted Franchisee the right to operate a FISH WINDOW CLEANING business at [address] (the “Business”) as part of [a Small Package / a Standard Package / an Executive Package];

**WHEREAS**, Franchisee desires to engage a designated manager to oversee the day-to-day operations of the Business, a salesperson, and for the Business to operate using multiple vehicles, at the time Franchisee commences operations of the Business.

**WHEREAS**, Franchisor is willing to agree to Franchisee’s requests, subject and pursuant to the terms and conditions of this Addendum.

**NOW THEREFORE**, the Franchise Agreement is hereby amended as follows:

1. Defined Terms. All capitalized terms not defined in this Addendum have the respective meanings set forth in the Franchise Agreement. This Addendum is deemed effective on the date Franchisor signs below (the “Effective Date”).

2. Supervision of the Business; Guarantors. Section 6(A) of the Franchise Agreement is deleted and replaced with the following:

You, your Principal Owner(s) (as defined on the Data Sheet) if you are a business entity, or a designated manager that is not a Principal Owner (a “Designated Manager”), must devote full-time attention to your Business, which at all times must be under your, your Principal Owner(s)’s, and/or your Designated Manager’s direct and active supervision and management. If you are a business entity, (i) all your owners and your Designated Manager must sign a Confidentiality Agreement; (ii) you must designate one or more Principal Owners; and (iii) all persons and entities that, as of the date of this Agreement hold, or during the term of this Agreement become holders of, 5% or more of your ownership interests must personally guarantee your performance hereunder to us by executing the personal guarantee attached hereto as Schedule C. If two (2) or more persons are the Franchisee or guarantors, their obligations and liability to us shall be joint and several.

3. Training. Section 6(B) of the Franchise Agreement is supplemented to provide that Franchisee’s Designated Manager and a salesperson must each attend and successfully complete all of Fish’s training requirements prior to the Business commencing operations.

4. Growth Plan. Prior to Franchisee, or its Principal Owner(s), and the Designated Manager attending Fish's initial training program, Franchisee must develop and complete Fish's then-current growth plan to Fish's satisfaction.

5. Entire Agreement. The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties concerning the subject matter discussed herein. Except as amended by this Addendum, all the other terms and conditions of the Franchise Agreement are hereby ratified and confirmed. This Addendum shall be governed by and construed in accordance with the governing law provided in the Franchise Agreement. All dispute resolution provisions set forth in the Franchise Agreement are hereby incorporated by reference. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. This Addendum may only be modified in a writing signed by all parties.

6. Counterparts. This Addendum may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute but one and the same agreement.

**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the Effective Date.

**FRANCHISOR:**

**FRANCHISEE:**

FISH WINDOW CLEANING SERVICES, INC.

\_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **EXHIBIT C**

### **List of Franchisees As of December 31, ~~2022~~2023**

#### **Alabama:**

~~Kevin and Karla Butler~~

Trent Harper

1520 Simmsville Rd., Ste. 1200  
Alabaster, AL 35007  
(205) 624-2374

Hisham Zeinelabdin  
1902 A Central Pkwy  
Decatur, AL 35601  
(256) 353-8859

Justin Creighton  
1203 US Hwy 98, Ste. 1G  
Mobile, AL 36526  
(251)378-5800

#### **Arizona:**

Steve Billcheck  
14021 n. 51<sup>st</sup> Ave., Ste. 103  
Glendale, AZ 85306  
(602) 975-8411

Earle Smith  
13026 N. Cave Creek Rd., #106  
Phoenix, AZ 85022  
(602) 441-2566  
~~Fax: (602) 441-5091~~  
**2 Territories**

~~Jim Brown~~  
~~2414 E. Cedar St., Ste. 2~~  
~~Tempe, AZ 85281~~  
~~(480) 962-4688~~  
~~Fax: (480) 917-1241~~  
**2 Territories**

Juan Islas  
850 E. Ohio St., Ste. 21  
Tucson, AZ 85714  
(520) 798-3474  
~~Fax: (520) 798-2316~~

#### **Arkansas**

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John Shannon  
791 Walnut Knoll Ln, Suite 1A  
Cordova, TN 38018  
(901) 538-6200

Graig Hale  
5400 Fort Henry Dr., Ste. 5  
Kingsport, TN 37663  
423-343-4496

Juan and Judy Randazzo  
11020 Kingston Pike, Ste. 340  
Knoxville, TN 37934  
(865) 675-6653  
~~Fax: (865) 675-6654~~

## **2 Territories**

Jerrel and Shelby Ngo  
307B S. Church St.  
Murfreesboro, TN 37130  
(615) 558-9998

Paul Calkins  
1515 Elm Hill Pike, Ste. 108  
Nashville, TN 37210  
(615) 399-9191  
~~Fax: (615) 399-9192~~

**Texas:**

Wayne Williams  
2205 W. Division, Ste. H6  
Arlington, TX 76012  
(817) 460-3800  
~~Fax: (817) 460-3817~~

Steve Esparza  
12307 Roxie Dr., Ste. 101  
Austin, TX 78729  
(512) 302-5522  
~~Fax: (512) 454-5561~~

**2 Territories**

Alain & Bernadette  
Maisonneuve  
1310 Interstate 10, South,  
#103C  
Beaumont, TX 77707  
(409) 347-8747  
~~Fax: (409) 347-8794~~

Jordan and Katie Newton  
11400 Hwy 30 #405  
College Station, TX 77805  
(979) 314-1255

Todd Groseclose  
4531 Ayers St.  
Corpus Christi, TX 78415  
361-994-4816

Patrick Koele  
402 Dallas Dr.  
Denton, TX 76205  
(940) 808-0177

Leon Chadwick  
214 S. Main St., Suite 100-A  
Duncanville, TX 75116  
(972) 635-3600  
~~Fax: (972) 635-5239~~

Eric Silver  
1008 NE 12<sup>th</sup> Street  
Fort Worth, TX 76102  
(817) 732-9595

**2 Territories**

Steve Chastain  
4222 Rosehill Rd., Suite 12  
Garland, TX 75043  
(469) 757-0958  
~~Fax: (972) 722-5801~~

John and Cindy Bassett  
2305 Hwy 6 South, Ste. D  
Houston, TX 77077  
(281) 589-5566  
~~Fax: (281) 589-5588~~

Marc Jones  
8524 Highway 6 North, #206  
Houston, TX 77095  
(281) 550-9444  
~~Fax: (281) 550-7029~~

Tim Weissman  
9144 Spring Branch Dr., #103  
Houston, TX 77080  
(713) 461-3474  
~~Fax: (713) 461-3479~~

**3 Territories**

Jack Williamson  
5904 E. Veterans Memorial  
Blvd, Ste. 10  
Killeen, TX 76543  
(254) 318-3474

Dan House  
828 Lake View Blvd.  
New Braunfels, TX 78130  
830-515-5199

Trent Peneston  
23552 FM 1314  
Porter, TX 77365  
(281) 549-2161  
~~Fax: (281) 408-9597~~

John Carswell  
1303 Columbia Drive, Ste. 207  
Richardson, TX 75081  
(972) 889-9997  
~~Fax: (972) 889-9963~~

**2 Territories**

Chris Guess  
903 E. Nakoma, Suite 104  
San Antonio, TX 78216  
(210) 481-3332  
~~Fax: (210) 348-7081~~

Lori Allen  
16757 Squyres Rd., #106  
Spring, TX 77379  
(281) 257-0600

~~Fax: (281) 257-0631~~

**Utah:**

~~Kelley Green~~  
~~3353 Main Street~~  
~~Salt Lake City, UT 84115~~  
~~(385) 212-2880~~

Monte Casper  
11224 W. South Jordan Pkwy  
South Jordan, UT 84095  
(801) 571-3474

Adam Ward  
360 S. Fort Lane, #104  
 Layton, UT 84041  
844-946-3474

**Virginia:**

Chris Johnson  
9479-A Silver King Court  
Fairfax, VA 22031  
571-732-3470  
**2 Territories**

Mark Faulkner  
83 Potomac Dr., Ste. 105  
Fredericksburg, VA 22405  
(540) 786-0323  
~~Fax: (540) 786-0325~~

Les and Lona Bryan  
10692-B Crestwood Dr.  
Manassas, VA 20109  
571-292-2605

Andy Foret  
739 Thimble Shoals Blvd., Ste.  
1011-A  
Newport News, VA 23606  
(757) 223-0589

Joseph Farhi  
8545 Patterson Ave., #101  
Richmond, VA 23329  
(804) 918-0408  
~~Fax: (804) 310-3770~~

**2 Territories**

Donna Spencer  
22900 Shaw Rd., Suite 101-1  
Sterling, VA 20166  
(571) 926-8617



Kim Waller  
5541 Parliament Drive, Suite  
104  
Virginia Beach, VA 23462  
(757) 499-7505  
~~Fax: (757) 499-7545~~

**Washington:**

Richard Bailey  
1840 130th Ave., NE, Ste. 16  
Bellevue, WA 98005  
(425) 376-2881  
~~Fax: (425) 376-1188~~

Greg Nixon  
1521 N. Argonne Rd., #C252  
Spokane Valley, WA 99212  
(509) 919-3138  
~~Fax: (509) 321-7623~~

Roger Stanfill  
4018 NE 112th Ave., Ste. D-1  
Vancouver, WA 98662  
(360) 635-5222  
~~Fax: (360) 433-0365~~

**West Virginia:**

Joe and Debra Kelly  
339 6<sup>th</sup> Avenue  
South Charleston, WV 25303  
(304) 205-7965  
~~Fax: (304) 205-7967~~

**Wisconsin:**

Chris Haring  
3215 W. Lawrence Street  
Appleton, WI 54914  
(920) 432-3474

Jim and Donna Spude  
1240 E. Huebbe Parkway,  
Beloit, WI 53511  
(608) 312-2333

Tony Espeseth  
2645 Harlem St., Suite 1M  
Eau Claire, WI 54701  
(715) 833-1773  
~~Fax: (715) 833-1793~~

Eida and Greg Curtis  
10555 W. Parnell Ave., #4  
Hales Corners, WI 53130  
(414) 235-3357

Chad and Bridget Gilding  
437 S. Yellowstone Drive,  
Suite 117  
Madison, WI 53719  
(608) 441-3473  
~~Fax: (608) 441-0386~~

Neil Traverse  
N92 W17420 Appleton Ave.,  
Ste. 104  
Menomonee Falls, WI 53051  
(262) 253-0240  
**2 Territories**

Chris Haring  
1326 Schofield Ave, Ste. 100  
Schofield, WI 54476  
(715) 675-4000

Chris Straka  
28501 Wilmot Rd, #4-10  
Trevor, WI 53179  
(262) 948-3850

**Wyoming:**

Susan Propp  
1847 CY Ave.  
Casper, WY 82604  
(307) 333-4333

**LIST OF SIGNED BUT NOT OPENED FRANCHISEES**

~~Vance Verdoorn~~  
~~Springfield, MO~~

None

## **EXHIBIT D**

### **List of Franchisees Who Have Left the System As of December 31, ~~2022~~2023**

#### **LIST OF TERMINATED FRANCHISEES**

~~Anthony Anderson~~  
~~11321 Iowa St., Ste. #3~~  
~~Los Angeles, CA 90025~~  
~~(310) 477-3474~~

~~Giovanni Tito~~  
~~133 West 61st St.~~  
~~Westmont, IL 60559~~  
~~(630) 964-3474~~

~~Jim Brown~~  
~~Tempe, AZ~~  
~~(480) 962-4688~~  
~~2 Territories`~~

#### **LIST OF FRANCHISEES THAT CEASED OPERATIONS**

~~Ron Brumbalow~~  
~~309 River Road~~  
~~Muscle Shoals, AL 35664~~  
~~(256) 320-7944~~  
~~Fax: (256) 320-7943~~

~~Katie Wesselschmidt~~  
~~1505 Monument Blvd.~~  
~~Concord~~  
~~Tom Sandler~~  
~~Corona, CA 94520~~  
~~(951) 479-8777~~  
~~(925) 208-4369~~  
~~**1 Territory\***~~

~~Robert Tilzer~~  
~~594 Federal Road, Bldg. 1, Unit 1A~~  
~~Brookfield, CT 06804~~  
~~(203) 885-1094~~  
~~Fax: (203) 297-6315~~

~~Ryan Peltier~~  
~~26148 Newton Circle #9~~  
~~Elko, MN 55020~~  
~~(952) 461-2000~~

~~George Fleckenstein~~  
~~P.O. Box 249~~  
~~Centereach, NY 11720-0249~~  
~~(631) 585-0388~~  
~~Fax: (631) 585-0128~~

~~Chris Browning  
102 Old Eastwood Rd., #C3  
Wilmington, NC 28403  
(910) 769-4003~~

~~Nick and Kim Hranowsky  
634 Marina Dr., Ste. C  
Charleston, SC 29492  
(843) 744-6006  
Fax: (843) 744-6699~~

~~Gustavo Ponce  
300 Thunderbird Dr., Ste. 19  
El Paso, TX 79912  
(915) 219-5209~~

~~\*Closed one territory only. Still owns a territory in Concord, CA.~~

[Jim Brown](#)  
[Severna Park, MD](#)  
[\(410\) 987-3474](#)

[Goodwill Commercial Services](#)  
[Columbia, SC](#)  
[\(803\) 252-9877](#)

[Kelley Green](#)  
[Salt Lake City, UT](#)  
[\(385\) 212-2880](#)

## FRANCHISEES WHO HAVE LEFT THE SYSTEM BY TRANSFER

~~Ray Proto~~  
~~2179 Boston Turnpike~~  
~~Coventry, CT 06238~~  
~~(860) 498-7155~~  
~~Kevin Markgraf~~  
~~1711 Dean Forest Rd., Ste. G~~  
~~Savannah, GA 31405~~  
~~(912) 349-1195~~  
~~Fax: (866) 605-0902~~

~~Karen Katz~~  
~~1611 N. Main St. and Karla Butler, PA 16001~~  
~~[Alabaster, AL](#)~~  
~~[205-624-2374](#)~~

~~[Tom Sandler](#)~~  
~~[Corona, CA](#)~~

~~(724) 283-3474~~

~~Donald Stormoen~~  
~~10555 W. Parnell Ave., #4~~  
~~Hales Corners, WI 53130~~  
~~(414) 235-3357~~  
~~Fax: (414) 235-3484~~

~~Tony Ungerer~~  
~~1720 Merrill Ave., Ste. 402~~  
~~Wausau, WI 54401~~  
~~(715) 675-4000~~

951) 479-8777

**1 Territory**

Katie Wesselschmidt

Concord, CA

(925) 208-4369

**1 Territory**

Ileana Guerrero

Miami, FL

(305) 265-9474

Gwenael Queffelec

Miami, FL

(305) 265-9474

Jonathan Mittleman

Alpharetta, GA

(770) 475-0592

Michael Sugg

Loganville, GA

(678) 894-4231

Paul Cox

Raleigh, NC

(919) 872-5141

Joyce Pae

Westerville, OH

(614) 568-4007

#### FRANCHISEES WHO DID NOT RENEW

~~Christina Mack~~  
~~4121 Hixson Pike, Ste. 105~~  
~~Chattanooga, TN 37415~~  
~~(423) 486-1129~~

[None](#)

#### FRANCHISEES WHO OPENED AND CLOSED IN THE SAME YEAR

[None](#)



## **EXHIBIT E**

### **Financial Statements**

**~~G-1~~ E-1**

FISH WINDOW CLEANING – ~~2022~~2024 FDD

~~50529685v6~~

63355148v7



**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2023 AND 2022**

**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2023 AND 2022**

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Warren H. Fine, C.P.A.  
Kevin J. Fine, C.P.A.  
David M. Burkhardt, E.A.

### Independent Auditor's Report

Board of Directors  
Fish Window Cleaning Services, Inc.  
St. Louis, Missouri

#### **Opinion**

We have audited the accompanying consolidated financial statements of Fish Window Cleaning Services, Inc. (a Missouri corporation) which comprise the consolidated balance sheets as of December 31, 2023, and 2022 and the related consolidated statements of income, retained earnings, and cash flows for the years then ended and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Fish Window Cleaning Services, Inc. as of December 31, 2023, and 2022 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 State of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the consolidated Financial Statement section of our report. We are required to be independent of Fish Window Cleaning Services, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Responsibilities of Management for the 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 Fish Window Cleaning Services, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### **Auditor's Responsibilities for the Audit of the Consolidated Financial Statement**

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 assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

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

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

*Fine + Associates, PC*

Certified Public Accountants

Chesterfield, Missouri

March 29, 2024

**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**DECEMBER 31, 2023 AND 2022**

**ASSETS**

	<u>Note</u>	<u>2023</u>	<u>2022</u>
<b>Current Assets</b>			
Cash	B2 & B3	\$680,015	\$1,386,802
Accounts receivable	B8 & D	853,307	695,626
Inventories	E	66,761	77,027
Prepaid expenses	F	<u>267,742</u>	<u>77,791</u>
Total		<u>1,867,825</u>	<u>2,237,246</u>
 <b>Depreciable Assets</b>			
	B4		
Office equipment		236,010	236,010
Equipment		13,919	13,919
Vehicles		163,082	163,082
Leasehold improvements		474,675	474,675
Land improvements		<u>55,451</u>	<u>55,451</u>
		943,137	943,137
 Accumulated depreciation		 <u>(521,148)</u>	 <u>(453,777)</u>
Total		<u>421,989</u>	<u>489,360</u>
 <b>Other Assets</b>			
Web-site development, net of amortization	B5	<u>500,030</u>	<u>396,567</u>
Total		<u>500,030</u>	<u>396,567</u>
		<u><u>\$2,789,844</u></u>	<u><u>\$3,123,173</u></u>

The accompanying notes are an integral part of this statement

**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**DECEMBER 31, 2023 AND 2022**

**LIABILITIES AND SHAREHOLDERS' EQUITY**

	<u>Note</u>	<u>2023</u>	<u>2022</u>
Current Liabilities			
Accounts payable		\$ 62,346	\$ 48,747
Deferred revenues	H	67,410	74,900
Deposits		15,901	2,293
Other current liabilities		<u>34,021</u>	<u>84,722</u>
Total		179,678	210,662
Long-Term Debt		-	-
Commitments and Contingencies	J	-	-
Shareholders' Equity			
Capital stock, authorized 30,000 shares			
one dollar par value, issued and outstanding	L		
500 shares		500	500
Retained earnings		<u>2,609,666</u>	<u>2,912,011</u>
Total		<u>2,610,166</u>	<u>2,912,511</u>
		<u><u>\$2,789,844</u></u>	<u><u>\$3,123,173</u></u>

The accompanying notes are an integral part of this statement

**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF INCOME AND RETAINED EARNINGS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	2023		2022	
	Amount	Percent	Amount	Percent
Revenues				
Royalty income	\$9,280,649	77.35	\$8,819,086	77.91
Franchise sales	595,948	4.97	425,810	3.76
Technical support fees	649,350	5.41	662,500	5.85
Advertising fees	1,297,323	10.81	1,187,086	10.49
Sale of merchandise	174,936	1.46	225,231	1.99
	11,998,206	100.00	11,319,713	100.00
Cost of Goods Sold				
Merchandise	154,550	1.28	163,805	1.45
Gross Profit	11,843,656	98.72	11,155,908	98.54
Operating Expenses	9,769,872	81.43	8,049,687	71.11
Income from Operations	2,073,784	17.29	3,106,221	27.44
Other Income (Expenses)				
Interest income	15,852	0.13	3,114	0.03
Miscellaneous income	10,633	0.09	5,068	0.04
Settlement	110,000	0.92	75,000	1
Total	136,485	1.14	83,182	0.73
Net Income before income taxes	2,210,269	18.42	3,189,403	28.17
Income Tax Expense	167,665	1.40	86,024	0.76
Net Income	2,042,604	17.02	3,103,379	27.42
Retained earnings, beginning of year	2,912,011		3,150,477	
Shareholders' distributions	(2,344,949)		(3,341,845)	
Retained earnings, end of year	\$2,609,666		\$2,912,011	
Earnings per Share	\$4,085		\$6,207	

The accompanying notes are an integral part of this statement

**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**  
**INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS**

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Net income	<u>\$2,042,604</u>	<u>\$3,103,379</u>
Adjustments to reconcile net income to net cash provided by operating activities		
Amortization and depreciation	261,645	189,121
(Increase) in accounts receivable	(157,681)	(199,634)
Decrease (increase) in inventory	10,266	(18,449)
(Increase) in prepaid expense	(189,951)	(25,567)
Increase (decrease) in accounts payable	13,599	(10,799)
(Decrease) increase in deferred revenue	(7,490)	35,000
Increase (decrease) in deposits	13,608	(22,335)
(Decrease) increase in other current liabilities	(50,701)	12,610
Total	<u>(106,705)</u>	<u>(40,053)</u>
Cash flows from investing activities		
Capital expenditures - net	-	(173,311)
Expenditures for website development	<u>(297,737)</u>	<u>(273,016)</u>
Total	<u>(297,737)</u>	<u>(446,327)</u>
Cash flows from financing activities	-	-
Shareholders' distributions	<u>(2,344,949)</u>	<u>(3,341,845)</u>
Total	<u>(2,344,949)</u>	<u>(3,341,845)</u>
Net (decrease) in cash and cash equivalents	(706,787)	(724,846)
Cash and cash equivalents, beginning of year	<u>1,386,802</u>	<u>2,111,648</u>
Cash and cash equivalents, end of year	<u><u>\$680,015</u></u>	<u><u>\$1,386,802</u></u>
Supplemental disclosures		
Interest paid	\$ -	\$ -
Income taxes paid	269,154	19,250

The accompanying notes are an integral part of this statement



**FISH WINDOW CLEANING SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2023 AND 2022**

**NOTE A - HISTORY**

Fish Window Cleaning Services was incorporated on January 9, 1998 as a Missouri corporation.

FWC Distributing Company was incorporated on August 24, 2004 as a Missouri corporation.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**1. Consolidation**

The consolidated financial statements include the accounts of Fish Window Cleaning Services, Inc., and its wholly owned subsidiaries, FWC Distributing Company and FWCS Board, LLC. Intercompany balances and transactions have been eliminated.

**2. Cash and Cash Flow Information**

The Company considers highly liquid investments with a maturity of three months or less to be cash equivalents.

**3. Concentration of Credit Risk - Cash Deposits in Excess of Insured Limits**

The Company maintains all its cash balances at two financial institutions and the balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2023, the Company's uninsured cash balances totaled \$220,943. At December 31, 2022, the Company's uninsured cash balances totaled \$1,267,276.

**4. Depreciable Assets**

Depreciable assets are recorded at cost. Major renewals and betterments are capitalized, and maintenance and repairs which do not improve or extend the life of the respective assets are charged against earnings in the current period.

Depreciation is provided for in amounts sufficient to relate the cost of the depreciable assets to operations over their estimated service lives.

**FISH WINDOW CLEANING SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023 AND 2022**

**5. Other Assets**

Intangible assets (other assets) consist of the following:

	<u>2023</u>	<u>2022</u>
Website development	\$1,879,610	\$1,581,873
Less accumulated amortization	(1,379,580)	(1,185,306)
	<u>\$500,030</u>	<u>\$396,567</u>

These assets are amortized on a straight-line basis over a five-year period.

**6. Retirement Plan**

Effective January 1, 2006 the Company initiated a defined contribution plan with a 401(k)-contributory feature. This plan covers substantially all full-time employees. A safe harbor election has been made in regard to the plan. Based upon this election, the Company is required to match employee deferrals, up to four percent of qualified compensation. Additional discretionary contributions to the plan, as determined by management, are based upon a percentage of eligible wages for the calendar year.

Pension expense was \$69,642 and \$66,084 for the years ended December 31, 2023 and 2022, respectively. These expenses represent the mandatory safe-harbor match. The Board of Directors elected not to make additional discretionary contributions for the years then ended.

**7. Estimates**

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

**FISH WINDOW CLEANING SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2023 AND 2022**

**8. Revenue Recognition**

The Company recognizes franchise sales upon execution of the franchise agreement and the fulfillment of certain guarantees and/or requirements of the Company. Royalty income and advertising fees are based on the gross sales generated by the franchisees. Technical support fees of \$50 per week are collected from each franchisee.

**9. Advertising and Promotion**

The Company expenses advertising and promotional costs as they are incurred. Advertising and promotional expenses for the years ended December 31, 2023 and December 31, 2022 were \$1,226,895 and \$985,094, respectively.

**NOTE C - NATURE OF ENTITY'S OPERATIONS**

Fish Window Cleaning Services, Inc. is a national franchisor of window cleaning service businesses. FWC Distributing Company is a distributor of promotional items and business forms to the franchisees of Fish Window Cleaning Services, Inc. FWCS Board, LLC is a management company.

**NOTE D - ACCOUNTS RECEIVABLE**

Accounts receivable at December 31, 2023 was \$853,307 and at December 31, 2022 was \$695,626.

The Company considers accounts receivable to be fully collectible at year-end. Accordingly, no allowance for doubtful accounts has been recorded.

**NOTE E - INVENTORIES**

Inventories consist of franchise promotional items and business forms for sale to franchisees.

Inventories are valued at the lower of cost or market.

**FISH WINDOW CLEANING SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2023 AND 2022**

**NOTE F - PREPAID EXPENSES**

Prepaid expenses consist of the following:

	<u>2023</u>	<u>2022</u>
Sales commissions paid on unearned franchise sales	\$40,000	\$40,000
Prepaid insurance	55,182	37,791
Prepaid travel expense	73,407	-
Prepaid income taxes	99,153	-
	<u>\$267,742</u>	<u>\$77,791</u>

**NOTE G - INCOME TAXES**

Fish Window Cleaning Services, Inc. has elected under Section 1362 of the Internal Revenue Code to be taxed as a Subchapter S Corporation. Pursuant to this section, income or loss and all tax credits are passed on to the individual shareholders to account for on their individual tax returns.

FWC Distributing Company is taxed as a "C" Corporation pursuant to Section 11 of the Internal Revenue Code. The Corporation is responsible for its own tax liability. Income taxes related to FWC Distributing Company include federal and state taxes, currently payable.

FWCS Board LLC has elected under Section 1361 (b)(3) to be a qualified subsidiary (QSub) of Fish Window Cleaning Services, Inc. This election results in all of the assets, liabilities, and items of income, deductions, and credits being treated as those of the parent.

**NOTE H - DEFERRED REVENUES**

During the year ended December 31, 2023, the Company collected \$67,410 in regard to the sale of franchises that was not earned until 2024.

During the year ended December 31, 2022, the Company collected \$74,900 in regard to the sale of franchises that was not earned until 2023.

**FISH WINDOW CLEANING SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023 AND 2022**

**NOTE I - RELATED PARTY TRANSACTIONS**

The Company leases its office space, under a lease agreement, which expired on December 31, 2023 from LMMN Investments, LLC. The rent paid to this entity was \$333,130 in 2023 and \$347,119 in 2022. The ownership of this entity is identical to the ownership of Fish Window Cleaning Services, Inc. The accounts of LMMN Investments, LLC have not been included in this report, pursuant to FIN 46.

The Company has entered into leases with four different entities, which expired on December 31, 2023. The use of these facilities is restricted to franchisees and employees. The rents paid totaled \$572,542 in 2023 and \$621,362 in 2022. The ownership of these entities is identical to the ownership of Fish Window Cleaning Services, Inc. The accounts of these entities have not been included in this report, pursuant to FIN 46.

**NOTE J - COMMITMENTS**

At December 31, 2023, the Company was obligated on the following non-cancelable leases as follows:

	Office Facilities	Non-office Facilities
2024	\$288,000	\$420,000
2025	-	420,000
2026	-	420,000
2027	-	-
2028	-	-

At December 31, 2023 there were no contingencies.

**FISH WINDOW CLEANING SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023 AND 2022**

On December 31, 2022, the Company was obligated on the following non-cancelable leases as follows:

	Office Facilities	Non-office Facilities
2023	\$288,000	\$321,600
2024	288,000	321,600
2025	-	-
2026	-	-
2027	-	-

On December 31, 2022 there were no contingencies.

**NOTE K – REVENUE RECOGNITION**

The Company recognizes franchise sales upon execution of the franchise agreement and the fulfillment of certain guarantees and/or requirements of the Company. Payment terms require the balance be paid in full when the franchise agreement is signed.

Royalty income and advertising fees are based on the gross sales generated by the franchisees. Technical support fees of \$50 per week are collected from each franchisee. These fees are collected weekly. The week ends on Saturday and the fees are collected on the fourth subsequent Wednesday.

**FISH WINDOW CLEANING SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023 AND 2022**

**NOTE L – CAPITAL STOCK**

On May 19, 2023, the Company's Board of Directors approved an amendment to the Articles of Incorporation modifying the existing shares of common stock. The amendment authorized three hundred shares of Class A Voting Common Stock having a par value of one dollar per share, and twenty-nine thousand seven hundred shares of Class B Non-Voting Common Stock having a par value of one dollar per share, amounting in the aggregate to thirty-thousand dollars.

Upon the effective date of the filing of this amendment, the five hundred shares of previously issued and outstanding common stock of the Corporation were surrendered by the holders thereof and canceled by the Corporation. For each share of common stock surrendered and canceled, one-hundredth of a share of Class A Voting Common Stock and ninety-nine hundredths of a share of Class B Non-Voting Common Stock was issued to the holders.

**NOTE M – SUBSEQUENT EVENTS**

Subsequent events were evaluated through March 29, 2024, which is the date the consolidated financial statements were available to be issued.

**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**



**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**

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Warren H. Fine, C.P.A.  
Kevin J. Fine, C.P.A.  
David M. Burkhardt, E.A.

## Independent Auditor's Report

Board of Directors  
Fish Window Cleaning Services, Inc.  
St. Louis, Missouri

### **Opinion**

We have audited the accompanying consolidated financial statements of Fish Window Cleaning Services, Inc. (a Missouri corporation) which comprise the consolidated balance sheets as of December 31, 2022, and 2021 and the related consolidated statements of income, retained earnings, and cash flows for the years then ended and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Fish Window Cleaning Services, Inc. as of December 31, 2022, and 2021 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 State of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the consolidated Financial Statement section of our report. We are required to be independent of Fish Window Cleaning Services, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the 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 Fish Window Cleaning Services, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### **Auditor's Responsibilities for the Audit of the Consolidated Financial Statement**

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 assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

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

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

*Fine + Associates, PC*

Certified Public Accountants

Chesterfield, Missouri

March 30, 2023

**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**DECEMBER 31, 2022 AND 2021**

**ASSETS**

	<u>Note</u>	<u>2022</u>	<u>2021</u>
Current Assets			
Cash	B2 & B3	\$1,386,802	\$2,111,648
Accounts receivable	B8 & D	695,626	495,992
Inventories	E	77,027	58,578
Prepaid expenses	F	<u>77,791</u>	<u>52,224</u>
Total		<u>2,237,246</u>	<u>2,718,442</u>
Depreciable Assets	B4		
Office equipment		236,010	155,200
Equipment		13,919	13,919
Vehicles		149,893	167,769
Leasehold improvements		474,675	461,532
Land improvements		<u>55,451</u>	<u>55,451</u>
		929,948	853,871
Accumulated depreciation		<u>(440,588)</u>	<u>(488,767)</u>
Total		<u>489,360</u>	<u>365,104</u>
Other Assets			
Web-site development, net of amortization	B5	<u>396,567</u>	<u>263,617</u>
Total		<u>396,567</u>	<u>263,617</u>
		<u><u>\$3,123,173</u></u>	<u><u>\$3,347,163</u></u>

The accompanying notes are an integral part of this statement

**FISH WINDOW CLEANING SERVICES, INC.  
CONSOLIDATED BALANCE SHEETS  
DECEMBER 31, 2022 AND 2021**

**LIABILITIES AND SHAREHOLDERS' EQUITY**

	<u>Note</u>	<u>2022</u>	<u>2021</u>
<b>Current Liabilities</b>			
Accounts payable		\$ 48,747	\$ 59,546
Deferred revenue	H	74,900	39,900
Deposits		2,293	24,628
Other current liabilities		<u>84,722</u>	<u>72,112</u>
Total		210,662	196,186
<b>Long-Term Debt</b>	I	-	-
<b>Commitments and Contingencies</b>	K	-	-
<b>Shareholders' Equity</b>			
Capital stock, authorized 30,000 shares no par value, issued and outstanding 500 shares		500	500
Retained earnings		<u>2,912,011</u>	<u>3,150,477</u>
Total		<u>2,912,511</u>	<u>3,150,977</u>
		<u><u>\$3,123,173</u></u>	<u><u>\$3,347,163</u></u>

The accompanying notes are an integral part of this statement

**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF INCOME AND RETAINED EARNINGS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

	2022		2021	
	Amount	Percent	Amount	Percent
Revenues				
Royalty income	\$8,819,086	77.91	\$7,607,154	75.91
Franchise sales	425,810	3.76	571,286	5.70
Technical support fees	662,500	5.85	660,875	6.59
Advertising fees	1,187,086	10.49	970,594	9.69
Sale of merchandise	225,231	1.99	211,487	2.11
	11,319,713	100.00	10,021,396	100.00
Cost of Goods Sold				
Merchandise	163,805	1.44	149,865	1.50
Gross Profit	11,155,908	98.56	9,871,531	98.50
Operating Expenses	8,049,687	71.11	7,020,229	70.05
Income from Operations	3,106,221	27.45	2,851,302	28.45
Other Income (Expenses)				
Interest income	3,114	0.03	291	0.00
Miscellaneous income	5,068	0.04	8,724	0.09
PPP Loan Forgiveness	-	-	853,225	8.51
Settlement	75,000	0.66	-	-
Total	83,182	0.73	862,240	8.60
Net Income before income taxes	3,189,403	28.18	3,713,542	37.05
Income Tax Expense	86,024	0.76	12,479	0.12
Net Income	3,103,379	27.42	3,701,063	36.93
Retained earnings, beginning of year	3,150,477		2,488,679	
Shareholders' distributions	(3,341,845)		(3,039,265)	
Retained earnings, end of year	\$2,912,011		\$3,150,477	
Earnings per Share	\$6,207		\$7,402	

The accompanying notes are an integral part of this statement

**FISH WINDOW CLEANING SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**  
**INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS**

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Net income	<u>\$3,103,379</u>	<u>\$3,701,063</u>
Adjustments to reconcile net income to net cash provided by operating activities		
Amortization and depreciation	189,121	134,893
(Increase) in accounts receivable	(199,634)	(29,702)
Decrease increase in inventory	(18,449)	9,405
(Increase) decrease in prepaid expense	(25,567)	5,024
(Decrease) increase in accounts payable	(10,799)	8,397
Increase in deferred revenue	35,000	-
(Decrease) in deposits	(22,335)	(58,299)
Increase in other current liabilities	12,610	4,639
Total	<u>(40,053)</u>	<u>74,357</u>
Cash flows from investing activities		
Capital expenditures - net	(173,311)	-
Expenditures for website development	<u>(273,016)</u>	<u>(117,051)</u>
Total	<u>(446,327)</u>	<u>(117,051)</u>
Cash flows from financing activities	-	(417,500)
Shareholders' distributions	<u>(3,341,845)</u>	<u>(3,039,265)</u>
Total	<u>(3,341,845)</u>	<u>(3,039,265)</u>
Net increase in cash and cash equivalents	(724,846)	201,604
Cash and cash equivalents, beginning of year	<u>2,111,648</u>	<u>1,910,044</u>
Cash and cash equivalents, end of year	<u><u>\$1,386,802</u></u>	<u><u>\$2,111,648</u></u>
Supplemental disclosures		
Interest paid	\$ -	\$ -
Income taxes paid	83,887	19,250

The accompanying notes are an integral part of this statement

**FISH WINDOW CLEANING SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE A - HISTORY**

Fish Window Cleaning Services was incorporated on January 9, 1998 as a Missouri corporation.

FWC Distributing Company was incorporated on August 24, 2004 as a Missouri corporation.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**1. Consolidation**

The consolidated financial statements include the accounts of Fish Window Cleaning Services, Inc., and its wholly owned subsidiaries, FWC Distributing Company and FWCS Board, LLC. Intercompany balances and transactions have been eliminated.

**2. Cash and Cash Flow Information**

The Company considers highly liquid investments with a maturity of three months or less to be cash equivalents.

**3. Concentration of Credit Risk - Cash Deposits in Excess of Insured Limits**

The Company maintains all its cash balances at two financial institutions and the balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2022, the Company's uninsured cash balances totaled \$1,267,276. At December 31, 2021, the Company's uninsured cash balances totaled \$1,222,479.

**4. Depreciable Assets**

Depreciable assets are recorded at cost. Major renewals and betterments are capitalized, and maintenance and repairs which do not improve or extend the life of the respective assets are charged against earnings in the current period.

Depreciation is provided for in amounts sufficient to relate the cost of the depreciable assets to operations over their estimated service lives.



**FISH WINDOW CLEANING SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**5. Other Assets**

Intangible assets (other assets) consist of the following:

	<u>2022</u>	<u>2021</u>
Web-site development	\$1,581,873	\$1,308,857
Less accumulated amortization	(1,185,306)	(1,045,240)
	<u>\$396,567</u>	<u>\$263,617</u>

These assets are amortized on a straight-line basis over a five-year period.

**6. Retirement Plan**

Effective January 1, 2006 the Company initiated a defined contribution plan with a 401(k)-contributory feature. This plan covers substantially all full-time employees. A safe harbor election has been made in regard to the plan. Based upon this election, the Company is required to match employee deferrals, up to four percent of qualified compensation. Additional discretionary contributions to the plan, as determined by management, are based upon a percentage of eligible wages for the calendar year.

Pension expense was \$66,084 and \$63,919 for the years ended December 31, 2022 and 2021, respectively. These expenses represent the mandatory safe-harbor match. The Board of Directors elected not to make additional discretionary contributions for the years then ended.

**7. Estimates**

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

**FISH WINDOW CLEANING SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**8. Revenue Recognition**

The Company recognizes franchise sales upon execution of the franchise agreement and the fulfillment of certain guarantees and/or requirements of the Company. Royalty income and advertising fees are based on the gross sales generated by the franchisees. Technical support fees of \$50 per week are collected from each franchisee.

**9. Advertising and Promotion**

The Company expenses advertising and promotional costs as they are incurred. Advertising and promotional expenses for the years ended December 31, 2022 and December 31, 2021 were \$985,094 and \$767,931, respectively.

**NOTE C - NATURE OF ENTITY'S OPERATIONS**

Fish Window Cleaning Services, Inc. is a national franchisor of window cleaning service businesses. FWC Distributing Company is a distributor of promotional items and business forms to the franchisees of Fish Window Cleaning Services, Inc. FWCS Board, LLC is a management company.

**NOTE D - ACCOUNTS RECEIVABLE**

Accounts receivable at December 31, 2022 was \$695,626 and at December 31, 2021 was \$495,992.

The Company considers accounts receivable to be fully collectible at year-end. Accordingly, no allowance for doubtful accounts has been recorded.

**NOTE E - INVENTORIES**

Inventories consist of franchise promotional items and business forms for sale to franchisees.

Inventories are valued at the lower of cost or market.

**FISH WINDOW CLEANING SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE F - PREPAID EXPENSES**

Prepaid expenses consist of the following:

	<u>2022</u>	<u>2021</u>
Sales commissions paid on unearned franchise sales	\$40,000	\$25,000
Prepaid insurance	37,791	24,213
Prepaid income taxes	-	3,011
	<u>\$77,791</u>	<u>\$52,224</u>

**NOTE G - INCOME TAXES**

Fish Window Cleaning Services, Inc. has elected under Section 1362 of the Internal Revenue Code to be taxed as a Subchapter S Corporation. Pursuant to this section, income or loss and all tax credits are passed on to the individual shareholders to account for on their individual tax returns.

FWC Distributing Company is taxed as a "C" Corporation pursuant to Section 11 of the Internal Revenue Code. The Corporation is responsible for its own tax liability. Income taxes related to FWC Distributing Company include federal and state taxes, currently payable.

FWCS Board LLC has elected under Section 1361 (b)(3) to be a qualified subsidiary (QSub) of Fish Window Cleaning Services, Inc. This election results in all of the assets, liabilities, and items of income, deductions, and credits being treated as those of the parent.

**NOTE H - DEFERRED REVENUES**

During the year ended December 31, 2022, the Company collected \$74,900 in regard to the sale of franchises that was not earned until 2023.

During the year ended December 31, 2021, the Company collected \$39,900 in regard to the sale of franchises that was not earned until 2022.

**FISH WINDOW CLEANING SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE I - LONG-TERM DEBT**

On April 16, 2020 and February 19, 2021 Fish Window Cleaning Services, Inc. was granted loans from PNC Bank in the amount of \$417,500 and \$435,725, pursuant to the Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid Relief and Economic Security Act (CARES Act), provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after twenty-four weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the twenty-four week period.

During the year 2022, both loans were forgiven.

At December 31, 2022, the Company had no outstanding long-term debt.

**NOTE J - RELATED PARTY TRANSACTIONS**

The Company leases its office space, under a lease agreement, which will expire on December 31, 2023 from LMMN Investments, LLC. The rent paid to this entity was \$347,119 in 2022 and \$352,612 in 2021. The ownership of this entity is identical to the ownership of Fish Window Cleaning Services, Inc. The accounts of LMMN Investments, LLC have not been included in this report, pursuant to FIN 46.

The Company has entered into leases with four different entities, which will expire on December 31, 2023. The use of these facilities is restricted to franchisees and employees. The rents paid totaled \$621,362 in 2022 and \$511,360 in 2021. The ownership of these entities is identical to the ownership of Fish Window Cleaning Services, Inc. The accounts of these entities have not been included in this report, pursuant to FIN 46.

**FISH WINDOW CLEANING SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE K - COMMITMENTS**

At December 31, 2022, the Company was obligated on the following non-cancelable leases as follows:

	Office Facilities	Non-office Facilities
2023	\$288,000	\$321,600
2024	-	-
2025	-	-
2026	-	-
2027	-	-

At December 31, 2022 there were no contingencies.

At December 31, 2021, the Company was obligated on the following non-cancelable leases as follows:

	Office Facilities	Non-office Facilities
2022	\$288,000	\$321,600
2023	288,000	321,600
2024	-	-
2025	-	-
2026	-	-

At December 31, 2021 there were no contingencies.

**FISH WINDOW CLEANING SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE L – REVENUE RECOGNITION**

The Company recognizes franchise sales upon execution of the franchise agreement and the fulfillment of certain guarantees and/or requirements of the Company. Payment terms require the balance be paid in full when the franchise agreement is signed.

Royalty income and advertising fees are based on the gross sales generated by the franchisees. Technical support fees of \$50 per week are collected from each franchisee. These fees are collected weekly. The week ends on Saturday and the fees are collected on the fourth subsequent Wednesday.

**NOTE M – SUBSEQUENT EVENTS**

Subsequent events were evaluated through March 30, 2023, which is the date the consolidated financial statements were available to be issued.

## **EXHIBIT F**

### **List of Trademark-Specific Franchisee Organizations**

The following are the names, addresses, telephone numbers, email addresses, and Web addresses (to the extent known) of each trademark-specific franchisee organization that has been created, sponsored, or endorsed by us, and the relationship between the organization and us:

Franchise Advisory Council: Randy W. Cross  
Fish Window Cleaning Services, Inc.  
200 Enchanted Parkway  
Manchester, Missouri 63021  
[randy@fishwindowcleaning.com](mailto:randy@fishwindowcleaning.com)

The following independent franchisee organizations have asked to be included in this Disclosure Document:

**NONE**

## EXHIBIT G

### The Fishing Hole Table of Contents

#### ~~Fish Training Videos~~Technology – 1 Web (html) page

Fish Training Videos  
Fish ~~Webinars~~3 Training  
Documents  
Fish 3  
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Fish 3 Scanner  
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~~Documents~~Estimates  
Fish Webinars

#### Contacts – 14 Web (html) pages

FISH Headquarter Staff	FAC
Franchisee Information	Committees
Update Your Franchise Info	

#### Hot News – ~~62 Web (html) pages~~

<del>Hot News</del>	<del>The Most Recent Super Tuesday</del>
<del>Franchisee Discussion Forums</del>	<del>Call</del>
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<del>The Weekly Fishing Report</del>	

#### ~~Media Center~~—~~434 Web (html) pages~~

<del>Videos</del>	<del>Regional Meetings Audio &amp; Video</del>
<del>FISH Desktop Wallpapers</del>	<del>FISH Convention Section</del>

#### ~~Spotlight~~—320 Web (html) pages

~~Spotlight~~



[Spotlight Archive](#)  
[FISH in the](#)  
[Hot News Archives](#)  
[Fish Convention](#)  
[The Weekly Fishing Report](#)

[Monthly Operations Newsletter](#)  
[Branding & Marketing Report](#)  
[Archives](#)

## **Vendors – 18 Web (html) pages**

Apparel  
Business Cards  
Cleaning Equipment  
Credit Card System  
Employee Services  
Fish Foam  
Forms/Brochures  
Insurance  
Maps  
Marketing Materials  
Misc  
Office Supplies & Equipment  
Plaques & Recognition Pins  
Promotional Items  
Shoe Covers  
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Commercial Bidding and Pricing Guide  
Overview  
Larger & Multi Level Buildings  
Mall Glass  
Garage Doors  
Atrium Glass  
Mirrors

Restoration Cleaning  
Signs  
Hard Water Stain Removal  
Tinted Glass  
Lifts  
Cold Weather  
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Frequency & Commercial Route  
Commercial Customer Survey  
Commercial Customer Survey-PROJECT  
Customer Call Back Sheet Red Logo  
Customer Call Back Sheet Black Logo  
Pricing worksheet  
Waivers  
Surface Cleaning Best Practices  
Solar Panel Cleaning Best Practices

## Residential

Residential Bidding-Price Guide  
Thermo or Single Pane Windows  
Garage Door Windows  
Patio Doors  
Houses with Storm Windows  
Storm Windows Pricing Video  
Pella Windows  
Pella Windows Pricing and Description Video  
Colonial Style Doors & Cut-Ups  
Colonial Style Cut-Ups Pricing Video  
Jalousie Windows  
Garden Windows  
Window Mullions or Inserts  
Screen Cleaning  
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Outside Light Fixtures  
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Residential Scheduling  
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Surface Cleaning Best Practices  
Solar Panel Cleaning Best Practices

## People

Best Practices  
Helpful Links for Employers  
Recruitment  
Employee Support Document  
Employee Training  
Pay Programs  
Employee Recognition

## Accounts Receivable and Credit Cards

Accounts Receivable Introduction  
When does the collection process start?  
Billing and Collecting  
Top Ten List for Managing AR  
How to Handle AR for Billed Customers  
How to Handle Unpaid Invoices On-Account  
Four Types of Invoices  
Best Practices for Invoicing Customers  
Corporate and FMC Overview and Master Billing Setup  
Billing Contact Information Form  
Vendor Number Request  
W-9  
Monthly Electronic Statements  
Payment at Time of Service  
Direct payment Notice

Skipped Payment Notice  
Settings for USAePay.com  
Credit Card Processing Tips  
Billing an Existing Customer on FPN Gateway  
PCI Compliant Credit Card Processing  
Pre Authorizing a Credit Card  
Automatic Debit & Credit Card Authorization Form  
Payment Online Information  
Best Practices for Setting up Deposit  
Payment Option Instruction Letter  
Payment Option Letter  
Hard Collection Letter  
Fish Auto Billing  
AR Email Information  
Credit Memo

## Industry Standards and Guidelines

Industry Standards and Guidelines  
Waivers  
Fabrication Standards  
Glass Cleaning and Protection  
Scratched Glass  
Glass Meters

## Office and Equipment

Office Setup  
Office Floor Plan  
FISH Office Location Criteria  
Office Documents  
Mapping and Routing  
Getting the Work Done  
Voicemail Greetings  
Phone Scripts  
Email  
Window Cleaning Equipment  
Water-Fed Pole Manual  
Water-Fed Pole Customer Flyer

## [FISH Desktop Wallpapers](#)

### Sales & Bidding

- Introduction
- Appearance and Motivation
- Daily Procedure and Tools
- Where to Bid
- 5-Point Starfish at Every Business
- Commercial Bidding Script and Process
- Overcoming Objections
- Call Backs
- Circles of Influence
- Bidding Corporate Accounts
- What to Expect Business
- Contract for Services
- Buffet Pricing
- FISH Follow Up Letter
- FISH Intro Regional Letter
- General Intro Letter
- Terminology and Definitions
- General Weekly Sales Schedule
- Salesperson Weekly Planner
- Salesperson Weekly Planner Example
- Commercial Bidding Practice

### Marketing

- Marketing and Sales Guide
- Fish Window Cleaning Branding Guidelines
- Art Request Form
- Media Policy
- Search Engine Optimization, Pay Per Click, Google, the Internet
- Brochures
- Brochure Inserts
- Sales Flyers
- Vehicle Overview
- Vehicle Graphics Guide
- Vehicle Initiative ~~Vans & Trucks~~

~~Vehicle Initiative Cars~~

FISH Red Paint Colors

Monthly Marketing Calendar

The Property Managers Campaign

The Realtor Campaign

Social Media

Call Center/Direct Mail

Spring Repeat Scheduling Reminder Program

Expos and Trade Shows

Networking

Best Practices – Networking Groups

Networking Meeting “Enter to Win” Card

Best Practices – Chambers of Commerce

Best Practices - BBB

~~Nextdoor Best Practices~~

Reviews

Yard Signs

Door Hangers

Display, Coupon, Web and other ads

Yellow Pages

FISH Glass Cleaning Products

FISH Email Signature

~~Online Reputation Management and Reviews~~

Website Accessibility

Public Relations

919 Marketing

Group Buying Sites

Gift Certificates and Coupons

~~Monthly Marketing Calendar~~

~~Website Accessibility~~

~~Yelp~~

Videos

Email Marketing Request Form

Email Marketing

Submit Social Media Content

Owner

FDD ~~2021~~[2023](#)  
P&L Template  
Corporate Account –Three Strikes Policy  
Expansion Criteria  
Tasks  
Time Management PowerPoint  
FISH Presentation PowerPoint  
Equipment & Office Packages  
Approved Products & Services  
FISH Internet Media Release Agreement  
Price Increase How To Guide  
Price Increase Best Practices  
Fish [3](#) & User Permissions  
Recruitment Video  
QuickBooks Information Letter  
Semper Fi & America's Fund  
Review Generation How to Guide  
Review Generation Best Practices  
Charitable Campaigns & Donation of Services  
Office Criteria  
Territory Guidelines  
Business Development Checklist  
[Payroll Template](#)  
Pre-Training

## **Corporate Accounts – 132 Web (html) pages**

Frequently Asked Questions	Facility Maintenance Companies
Preferred Vendors	Strategic Partners
National Accounts	Updates Archive

## **Safety – 7 Web (html)**

Getting Started – ThinkSafe Program

What is ThinkSafe & How Do I Use It?  
Tips for Implementing ThinkSafe

ThinkSafe Schedule  
ThinkSafe Schedule PDF  
QuickStart Safety Training Materials  
JHA Safety App  
Covid Virus PPE

## Topics

First Aid  
Inspections  
Ladder Inspection

## OSHA

Fact Sheet on who must keep records  
What forms do I need to complete?  
Compliance guide for Hazardous Chemicals  
Safety Data Sheets  
JHA App and How to Information Guide  
OSHA Regulation – OSHA 29 CFR 1910  
Guidance on Preparing Workplaces for Covid-19

## Additional Safety Resources

Aerial Lift Fact Sheet  
Consuming Energy Drinks Safely  
Employer Rights & Responsibilities following OSHA Inspection  
Fall Hazard Manual  
Fall Protection Standards  
Guide to Workplace Substance Abuse  
Hazard Communication Standard  
How to Plan for Workplace Emergencies & Evacuations  
Incident Investigations  
Inspections Fact Sheet  
IWCA Website  
Little Giant Ladder Safety Tips  
Motor Vehicle Guide  
Motor Vehicle Safety Guidelines for Employers  
New Businesses Fact Sheet  
OSHA 10-hour General Industry Course Info



OSHA 10-hour Study Guide  
OSHA 30-hour Training Courses  
OSHA 30-hour Study Guide  
Personal Protection Equipment Standards (PPE)  
PPE Overview  
Portable Ladder Safety  
Protecting Workers from Heat-Quick Card  
Safe Driving Practices  
Safety & Health Regulations  
Safety & Health Training Resources  
Stairways and Ladders Guide  
Stairways and Ladders OSHA Standards  
Top 10 Most Frequently Sited Standards  
Toxic & Hazardous Substances Standards  
Training Requirements in OSHA Standards  
Winter Weather Preparedness

## **~~Covid-19—1 Web (html) Pages~~**

~~Coronavirus Update—May 29, 2020~~  
~~Coronavirus Update—May 15, 2020~~  
~~Coronavirus Update—May 8, 2020~~  
~~April 29, 2020—Franchisor Update—Video Message~~  
~~Coronavirus Update—April 28, 2020~~  
~~April 24, 2020—Marketing and Branding Information Guide~~  
~~April 22, 2020—Q&A Document~~  
~~Coronavirus Update—April 20, 2020~~  
~~Coronavirus Update—April 17, 2020~~  
~~Coronavirus Update—April 14, 2020~~  
~~Coronavirus Update—April 10, 2020~~  
~~Coronavirus Update—April 8, 2020~~  
~~Coronavirus Update—March 27, 2020~~  
~~Coronavirus Update—March 25, 2020~~  
~~Coronavirus Update—March 24, 2020~~  
~~Coronavirus Update—March 23, 2020~~  
~~Watch for directions from local, state and national authorities 3/20/20~~  
~~Guidelines if you are suspending or modifying services—3/20/20~~  
~~Video Message—Coronavirus—3/19/20~~  
~~Coronavirus Update—3/18/20~~  
~~Coronavirus Update—3/17/20~~  
~~Coronavirus Communication Update from Randy Cross—3/16/20~~  
~~Coronavirus Communication—3/12/20~~  
~~Updated Training Resources~~  
~~Prioritize Window Cleaning Brochure Insert~~  
~~Why Businesses Should Prioritize Clean Windows Flyer~~  
~~COVID-19 Safety/PPE—Clayton Wise~~  
~~COVID-19 Safety/PPE—Document~~  
~~Franchisor Update Video—April 28, 2020~~  
~~Selling with Social Distancing—April 28, 2020~~  
~~Marketing and Branding Guide—April 24, 2020~~  
~~Preparing to Hire & More Info On Hand Sanitizer from Angie Masters—April 23, 2020~~  
~~CareerPlug Announcement—April 23, 2020~~  
~~The Q&A Document—April 22, 2020~~  
~~Restart—Phase 1~~  
~~Info on Small Business Loans~~

~~Employers Edge UI State Reference Guide~~  
~~Best Practices for Gift Certificates~~  
~~A Message From Mike Merrick—March 24, 2020 (Video)~~  
~~Voiding Work Orders Best Practices~~  
~~Useful Information to Help Employees~~  
~~Best Practices and Resources~~  
~~Coronavirus Statement to Public~~  
~~Suspension or Modification of Services Statement and Voicemail Scripts~~

## **EXHIBIT H**

### **RENEWAL ADDENDUM AND RELEASE**

#### **(SAMPLE)**

This Renewal Addendum and Release (this “Addendum”), to the Fish Window Cleaning® Franchise Agreement, is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Fish Window Cleaning Services, Inc., a Missouri corporation with its principal business address at 200 Enchanted Parkway, Manchester, Missouri 63021 (“Franchisor, “we”, or “us”), and \_\_\_\_\_, a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“Franchisee” or “you”).

#### **RECITALS**

A. On or about \_\_\_\_\_, \_\_\_\_\_, you entered into a Franchise Agreement (“Original Franchise Agreement”) with us pursuant to which you have operated a Fish Window Cleaning® Business in the Territory described in the Original Franchise Agreement.

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

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

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

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

1. The Original Franchise Agreement is hereby terminated by mutual agreement and you hereby release and assign to us and we hereby accept assignment of all rights under the Original Franchise Agreement, but assume none of your liabilities arising out of or related to in any way to your operations under the Original Franchise Agreement.

2. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all our and your respective rights and obligations remain as written unless modified specifically herein.

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3. **Franchised Location.** The first two sentences of Section 5.A.i of the Renewal Franchise Agreement are deleted.

4. **Training:** Section 6.B of the Renewal Franchise Agreement, entitled “Training” is deleted and replaced with the following:

B. Training. You must comply with all of the training requirements we prescribe for the Business. You, or your Principal Owners if you are a legal entity, must attend our initial or renewal training program, as we direct, and complete it to our satisfaction. You must pay all costs and expenses, including hotel and transportation costs, you incur in attending our applicable training program. If it becomes necessary to re-train a certain individual, we reserve the right to charge you a training fee. You also must pay all costs and expenses for any additional personnel who attend our initial training program. The training requirements may vary depending on your experience and other factors specific to the Business. If you are given notice of default that relates, in whole or in part, to your failure to meet any operational standards, we may require that, as a condition of curing the default, you and your manager, at your expense, comply with the additional training requirements we prescribe. Under no circumstances may you permit management of the Business’ operations on a regular basis by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

5. **Initial Franchise Fee.** Section 8.A of the Renewal Franchise Agreement, entitled “Initial Franchise Fee” is amended to provide that no initial franchise fee shall be due upon execution of the Agreement.

6. **Software License Fee.** Section 8.B of the Renewal Franchise Agreement, entitled “Software License Fee” is amended to provide that no Software License Fee shall be due upon execution of the Renewal Franchise Agreement

7. **Business Development Package Fee.** Section 8.C of the Renewal Franchise Agreement, entitled “Business Development Package Fee” is amended to provide that no Business Development Package Fee shall be due upon execution of the Renewal Franchise Agreement.

8. **Minimum Performance Standards.**

A. The Annual Minimum Performance Standards set forth in Schedule A Section 12, are listed in the franchise agreement.

	Small	Standard	Executive
Year One			
Year Two			
Year Three			

Year Four			
Year Five			
Year Six			
Year Seven			
Year Eight			
Year Nine			
Year Ten			

B. Accordingly the Applicable Minimum Performance Standards set forth in Schedule A Section 8 are listed in the franchise agreement.

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

9. **Release of Claims.** Franchisee, for itself and each of its past and present heirs, executors, administrators, representatives, affiliates, directors, officers, owners, successors and assigns and on behalf of any other party claiming an interest through Franchisee, in their corporate and individual capacities (collectively “Releasor”), hereby releases and forever discharges Franchisor and each of its predecessors, successors, affiliates, subsidiaries, assigns, past and present officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively “Releasees”), from, in respect of and in relation to any and all claims, actions, causes of action, suits, debts, obligations, liabilities, sums of money, costs and expenses, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, vested or contingent, which the Releasor ever had, now has or which Releasor hereinafter can, will or may have, against Releasees related to, arising from, for, upon or by reason of any matter, cause or thing whatsoever related to the Original Franchise Agreement and the business operated thereunder or any other agreement between Releasor and Releasees, or the relationship between Releasor and Releasees, through the Effective Date (collectively, the “Claims”), for known or unknown damages or other losses, including but not limited to any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Original Franchise Agreement or any other related agreement between the Releasor and Releasees or the relationship between Releasor and Releasees through and including the Effective Date. For avoidance of doubt, the Releasor does not release Releasees from any obligations arising by virtue of the Agreement and any claims

arising from the Releasees' failure to comply with those obligations or the Franchise Disclosure Document furnished to Franchisee as part of entering into the Agreement and the franchise laws that apply to the specific offer, sale and signing of the Agreement.

The release of the Claims as set forth above is intended by the Releasor to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasees regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Releasor acknowledges that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasor acknowledges that Releasor has had adequate opportunity to gather all information necessary to enter into this Addendum and to grant the releases contained herein, and needs no further information or knowledge of any kind that would otherwise influence the decision to enter into this Addendum. The Releasor, for itself and its heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasor acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This release is and shall be and remain a full, complete and unconditional general release. The Releasor acknowledges and agrees that this release is an essential, integral and material term of this Addendum. The Releasor further acknowledges and agrees that no violation of this Addendum shall void the release set forth herein.

[This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

10. Notwithstanding the releases contained herein, all rights and obligations created under this Addendum will specifically survive the execution of this Addendum and the releases contained herein.

11. Each person executing this Addendum on behalf of any of the parties hereto represents and warrants that he or she has been fully empowered to execute this Addendum and that all necessary action has been taken.

12. The provisions of this Addendum shall inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the parties.

13. Each of the parties hereto represents and warrants to each other party that it has not heretofore assigned or transferred, or purported to assign or transfer to any person, entity or corporation whatsoever, any of the claims released hereunder. Each party agrees to indemnify and hold harmless each other party against any claim, demand, debt, obligation, liability, cost, expense, right of action or cause of action based on, arising out of, or in connection with any such transfer or assignment or purported transfer or assignment.

14. If any provision of this Addendum shall for any reason be held violative of any applicable law, governmental rule or regulation, or if said agreement is held to be unenforceable or unconscionable, then the invalidity of such specific provisions herein shall not be held to invalidate the remaining provisions of this Addendum.

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

a. You will execute this Renewal Franchise Agreement and all other agreements, legal instruments and documents then customarily used by us in the renewal of our franchises, which agreements, legal instruments and documents may vary materially from those agreements, legal instruments and documents you have previously executed with us, including, but not limited to the payment of higher fees and that the Territory set forth on Schedule A to the Renewal Franchise Agreement is or may be different from the Territory described in the Original Franchise Agreement;

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

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

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

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

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

g. You will pay to us a Renewal Fee of \$\_\_\_\_\_.



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

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this Renewal Addendum and Release on the date first noted above.

FRANCHISOR:

FRANCHISEE:

FISH WINDOW CLEANING SERVICES,  
INC.

\_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT I**  
**TERMINATION AND RELEASE AGREEMENT**  
**(RESALES)**

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

**RECITALS**

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

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

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

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

**AGREEMENT**

Termination of Franchise. Upon execution of this Agreement, the rights and duties of Franchisor and Franchisee under the Franchise Agreement shall terminate, except that Franchisee’s obligations to comply with all of the post-termination covenants and obligations contained in Section 5(E), Section 5(G), Section 11, Section 13, Section 14(G)(1), (H), (I), (J), (K), and (L) of the Franchise Agreement and all other provisions of the Franchise Agreement which expressly survive the termination of the Franchise Agreement (“Survival Provisions”) shall continue to apply and be enforceable from and after the Effective Date of this Agreement. Franchisor shall also be entitled to retain all fees and rebates it may have received with respect to the Business. This Agreement shall not be deemed in any way to modify or alter Franchisee’s obligation to pay Franchisor royalties and other amounts accrued, due and owing through the termination of Franchisee’s right to operate the Business as of the Effective Date.

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

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

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

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

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

[This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

Release of Franchisee by Franchisor. For and in consideration of Franchisee's consent to the sale of the Business and Requested Termination, Franchisor, its successors, assigns, agents, representatives, officers and directors ("Franchisor Releasing Parties"), hereby fully and forever unconditionally releases and discharges Franchisee and its successors, assigns, agents, representatives, officers, directors and shareholders (collectively referred to as "Franchisee Released Parties") for all purposes, of and from any and all claims, debts, demands, damages,

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

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

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

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

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

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

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

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

Dispute Resolution and Jurisdiction. Any disputes involving this Agreement shall be resolved in accordance with Article 13 of the Franchise Agreement. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties not subject to arbitration pursuant to Section 11 of the Franchise Agreement, must be brought in the Federal District Court for the Eastern District of Missouri or in St. Louis County District Court, St. Louis, Missouri. Both parties hereto irrevocably admit themselves to, and consent to, the exclusive jurisdiction of said courts.

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

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

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

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

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

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

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

**FRANCHISOR:**

**FRANCHISEE:**

FISH WINDOW CLEANING SERVICES,  
INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

## **EXHIBIT J**

### **GENERAL RELEASE**

This GENERAL RELEASE (this "Release") is made and executed by \_\_\_\_\_, individually ("you"), as of \_\_\_\_\_ ("Effective Date").

WHEREAS, you entered into a franchise agreement dated \_\_\_\_\_ with Fish Window Cleaning Services, Inc. ("us"), and [*describe facts*].

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, you agree as follows:

You, for yourself and each of your past and present heirs, executors, administrators, representatives, affiliates, directors, officers, owners, successors and assigns and on behalf of any other party claiming an interest through you, in their corporate and individual capacities (collectively "Releasor"), hereby releases and forever discharges us and each of our predecessors, successors, affiliates, subsidiaries, assigns, past and present officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively "Releasees"), from, in respect of and in relation to any and all claims, actions, causes of action, suits, debts, obligations, liabilities, sums of money, costs and expenses, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, vested or contingent, which the Releasor ever had, now has or which Releasor hereinafter can, will or may have, against Releasees related to, arising from, for, upon or by reason of any matter, cause or thing whatsoever, through the Effective Date (collectively, the "Claims"), for known or unknown damages or other losses, including but not limited to any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of any agreement between the Releasor and Releasees or the relationship between Releasor and Releasees through and including the Effective Date.

The release of the Claims as set forth above is intended by the Releasor to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasees regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Releasor acknowledges that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasor acknowledges that Releasor has had adequate opportunity to gather all information necessary to enter into this Release and to grant the releases contained herein, and needs no further information or knowledge of any kind that would otherwise influence the decision to enter into this Release. The Releasor, for itself and its heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right,

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party.”

This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

As witness, my hand and Notarial Seal on \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_



**EXHIBIT K**  
**STATE ADDENDA**

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

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

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF 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](http://www.dfpi.ca.gov).

ITEM 3.

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

ITEM 6.

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

ITEM 17.

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

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

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

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

CA-1

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

6. Franchisees and all owners must sign a personal guarantee, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guarantee will place your and your spouse's marital and personal assets at risk if your franchise fails.

7. 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.

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

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

10. Pursuant to Section 31119 of the California Corporations Code, it is unlawful to sell any franchise in this state that is subject to registration under this law without first providing to the prospective franchisee, at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the offering circular, together with a copy of all proposed agreements relating to the sale of the franchise.

ITEM 19 is amended to include the following language:

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

Schedule D to Franchise Agreement.

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.

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## HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

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

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

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

### Item 5, Additional Disclosure:

Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.

## HAWAII ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

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 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.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

ITEM 17.

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

Schedule D to Franchise Agreement.

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.

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

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

ITEM 17.

1. Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within 3 years after we grant you a FISH WINDOW CLEANING franchise.
2. Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.)
3. Any claims under the Maryland Franchise Registration and Disclosure law may be brought in the State of Maryland.
4. Pursuant to COMAR 02.02.0816L, the general release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

ITEM 22.

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

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

Schedule D to Franchise Agreement.

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.

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

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

ITEM 6.

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of \$30 on service charges.

ITEM 13.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

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

ITEM 17.

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

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

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

4. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.



5. The limitations of claims section must comply with Minnesota Statute 80C.17 subd. 5.

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 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 with the franchise.

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

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

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

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

~~Except as provided~~With the exception of what is stated above, ~~with regard~~the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. 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.

10. 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.

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

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

ITEM 17.

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

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

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

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

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

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

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

ITEM 17.

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

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

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration 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.

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

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

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

**Use of Franchise Brokers.** The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees and ask them about their experience with the franchisor.

Section titled “Referral Incentives/Fees” in Item 5 of the Fish Window Cleaning Franchise Disclosure Document is hereby amended to add the following: “Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.”

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.



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

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

ITEM 17.

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

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

**EXHIBIT L**

**STATE EFFECTIVE DATES AND RECEIPTS**

## STATE EFFECTIVE DATES

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

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

State	Effective Date
California	<del>April 20, 2023</del>
Hawaii	<del>April 7, 2023</del>
Illinois	<del>March 31, 2023</del>
Indiana	<del>April 14, 2023</del>
Maryland	<del>April 6, 2023</del>
Michigan	<del>March 31, 2023</del>
Minnesota	<del>May 18, 2023</del>
New York	<del>April 14, 2023</del>
North Dakota	<del>April 14, 2023</del>
Rhode Island	<del>April 4, 2023</del>
South Dakota	<del>March 31, 2023</del>
Virginia	<del>April 5, 2023</del>
Washington	<del>July 17, 2023</del>
Wisconsin	<del>March 31, 2023</del>

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.

## RECEIPTS

**RECEIPT**  
**(Your Copy)**

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

If Fish Window Cleaning Services, Inc. offers you a franchise, Fish Window Cleaning Services, Inc. must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Fish Window Cleaning Services, Inc. or an affiliate in connection with the proposed franchise sale. Under Iowa or Michigan law, if applicable, Fish Window Cleaning Services, Inc. must provide this disclosure document to you 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. New York law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Fish Window Cleaning Services, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise:

Broker: \_\_\_\_\_

Our Representatives: John English, 200 Enchanted Pkwy, Manchester, MO 63021, 877-707-3474

Randy Cross, 200 Enchanted Pkwy, Manchester, MO 63021, 877-707-3474

Other: \_\_\_\_\_

See Exhibit A for our registered agents authorized to receive service of process.

| Issuance Date: ~~March 31~~April 2, 20232024

| I received a disclosure document dated ~~March 31~~April 2, 20232024, that included the following Exhibits:

- |  |  |
|--|--|
| A. List of State Administrators and Agents to Receive Service of Process   | D. List of Franchisees Who Have Left the System        |
| B. Franchise Agreement with Schedules A (Data Sheet), B (ACH Form), C (Personal Guarantee), D (Acknowledgement Addendum), E (Telephone Number and Internet Agreement); F (Confidentiality Agreement), G (Lease Addendum and Collateral Assignment of Lease), H (SBA Addendum), I (State Addendum), J (Semi Absentee Owner Addendum). | E. Financial Statements                                |
| C. List of Franchisees   | F. List of Trademark-Specific Franchisee Organizations |
|  | G. Table of Contents for the Fishing Hole              |
|  | H. Renewal Addendum                                    |
|  | I. Termination and Release Agreement                   |
|  | J. General Release                                     |
|  | K. State Addenda                                       |
|  | L. State Effective Dates and Receipts                  |

Date	Signature	Printed Name
------	-----------	--------------

Date	Signature	Printed Name
------	-----------	--------------

**RECEIPT**  
**(Our Copy)**

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Date	Signature	Printed Name
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_____	_____	_____
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Please sign and date both copies of this receipt, keep one copy (the previous page) for your records, and mail one copy (this page) to the address listed on the front page of this disclosure document or send to John English at [john@fishwindowcleaning.com](mailto:john@fishwindowcleaning.com).