



December 29, 2025

Josh Piper
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VIA MINNESOTA WEB PORTAL

Securities-Franchise Registration
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

Subject: Shack Shine Home Services LLC
Franchise Application
Minnesota Deficiency Submission: 34651-202508
File No.: 10282

Ladies and Gentlemen:

We received your Deficiency Notification dated August 29, 2025, and we respond as follows:

1. Attached is a Franchise Seller Disclosure form for Georgia Cuthbertson.
2. Attached are blacklined pages of the FDD, marked to show all changes from the version last filed with your office.

If you have further questions or comments regarding this application, please contact me as indicated above.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Josh Piper'.

Josh Piper

Enclosure

4912-5119-7807.1

BLACKLINED PAGES



FRANCHISE DISCLOSURE DOCUMENT

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

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

The total investment necessary to begin operation of a SHACK SHINE franchised business consisting of two or three subterritories is \$162,550 to \$283,800. This includes \$40,000 to \$60,000 that must be paid to us or our affiliate. ~~If we grant you additional subterritories, these costs will increase by \$20,000 per subterritory.~~

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Vice President of Market Development at 301 - 887 Great Northern Way, Vancouver, British Columbia, Canada, V5T 4T5; or by phone at 1-888-808-7751 or email at info@shackshine.com.

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

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

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

Issuance Date: July 17, 2025

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation only in Vancouver, British Columbia, Canada and litigation only in Seattle, Washington. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate with the franchisor in British Columbia or litigate with the franchisor in Washington than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Mandatory Minimum Payments.** You must make minimum royalty payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even if 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.
5. **Turnover Rate.** During the last 23 years, ~~a high percentage of franchised~~29 outlets were terminated, not renewed, transferred, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" in Exhibit H to see whether your state requires other risks to be highlighted.

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J	Form of General Release
K	Commercial Rights Amendment to Franchise Agreement
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M	Receipts

Notes:

- (1) Gross Revenue is defined in the Franchise Agreement to mean “the entire amount of the sale price, whether for cash, credit, payment in kind (valued at fair market value) or otherwise, of all sales from or in connection with the operation of the Franchised Business (including, but not limited to, the sale of any Services or Products from or in connection with the operation of the Franchised Business). No deductions shall be allowed from Gross Revenue except for the following: (a) sums collected by or on behalf of Franchisee for any duly constituted governmental authority on account of sales taxes, goods and services taxes or other taxes imposed directly upon the sale of goods or services (or both) from the Franchised Business, provided that the amount of any such tax has in fact been paid or otherwise accounted for by Franchisee to the appropriate governmental authority; (b) the amount of any refund or credit given in respect of any services or products provided to a customer of the Franchised Business for which a refund of the whole or part of the purchase price is made or for which a credit is given as long as such refund or credit is given in accordance with Franchisor’s policies and procedures in relation to refunds set out in the Operations Manual; (c) amounts for uncollected or uncollectable credit accounts as long as such credit accounts are deemed uncollected or uncollectable in accordance with Franchisor’s policies and procedures in relation to uncollected or uncollectable credit accounts set out in the Operations Manual; and (d) amounts uncollected for a customer of the Franchised Business due to discount coupons that were approved for use in advance by Franchisor. Where the operation of the Franchised Business has been interrupted, all sales assumed to have been lost by Franchisee by virtue of such interruption, being the basis upon which an insurer has paid business interruption insurance, shall also be included in the calculation of Gross Revenue.
- (2) The Minimum Royalty is the following: (i) \$5,000 in the calendar year which the Franchised Business commences operations, pro-rated as necessary to account for operations for a partial calendar year only, multiplied by the number of subterritories in your Territory; (ii) 5,000 in the second calendar year of operations multiplied by the number of subterritories in your Territory; (iii) \$6,000 in the third calendar year of operations multiplied by the number of subterritories in your Territory; (iv) \$7,000 in the fourth calendar year of operations multiplied by the number of subterritories in your Territory; (v) \$8,000 in the fifth calendar year of operations multiplied by the number of subterritories in your Territory; and (vi) in the event of a renewal, except as otherwise specified in any renewal agreement, no less than the Minimum Royalty payable during the last calendar year of the previous term or renewal term (as the case may be) plus an increase of no less than 10%, for each subterritory. Beginning in the sixth calendar year of operations of the Franchised Business after the original Scheduled Opening Date, the Minimum Royalty will be evaluated for each subterritory separately, and independent of any Royalties paid with respect to other subterritories, and regardless of any transfers of the Franchised Business. If the Scheduled Opening Date occurs on or after September 1, then the \$5,000 Minimum Royalty will go into effect starting January 1 of the following calendar year, and the \$6,000 Minimum Royalty will go into effect starting January 1 of the fourth calendar year following the original scheduled opening date.
- (3) Specified dollar amounts are subject to an inflation adjustment annually in proportion to the change in the Consumer Price Index, U.S. Average, all items, maintained by the U.S. Department of Labor (or any replacement index selected by us). This means that we may increase fees up to the increase in the Consumer Price Index.
- (4) We may in the future require you to make payments to us and our affiliates for specific products and services that we supply or collect on behalf of third-party supplier. These products and services may be ones that we currently require, or they may be newly required products or services pursuant

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
TOTAL (Notes 15, 16, and 17)	\$162,550	\$283,800			

Notes:

- (1) The low figure assumes you purchase two subterritories and the high figure assumes you purchase three subterritories. If we allow you to purchase more than three subterritories, the initial franchise fee will increase by \$20,000 for each additional subterritory.
- (2) You must allocate a Start-Up Marketing Expense of \$15,000 if you purchase up to two subterritories, or \$20,000 if you purchase three subterritories. The Start-Up Marketing Expense will be spent by you to market and promote the Franchised Business prior to and during the first 6 months of operation. See Item 11. If we allow you to purchase more than three subterritories, you must spend \$5,000 per additional subterritory for Start-Up Marketing Expenses.
- (3) You must establish and maintain a high speed Internet connection for use in connection you're your Franchised Business, and establish and operate such software, computer, communications and other systems hardware and software that we prescribe. The high end estimate represents the estimated cost to purchase and establish this equipment. If you already own equipment that meets our requirements, your cost for these items will be \$0. Item 11 describes the required computer hardware and software in greater detail. You must purchase a cell phone for use in connection with the Franchised Business, and you will be responsible for all costs associated with the use and maintenance of the cell phone. Upon termination or expiration of the Franchise Agreement, we may, at our option, purchase the cell phone number from you for fair market value, or require that you cancel the cell phone number, the costs or penalties of which will be paid by you.
- (4) The above figures represent a portion of the seasonal lights purchase, which must be paid within the first 6 months of operations. This inventory is comprised of light bulbs, decorations, socket wire, extension cords, adapters, plus, clips and related items and should be enough to service approximately 55 – 75 customers. The cost of this inventory for the first year of operation is in the range of \$25,000 - \$40,000, and the timing of payment of this amount will vary depending on what time of year the Franchised Business opens.
- (5) The above figures represent the initial lease deposit and assume that you lease one vehicle and have a good credit rating (680+) or provide a third-party guarantee. Costs may vary ~~substantially~~, especially if you elect to purchase a vehicle rather than lease one. You must purchase or lease vehicles which meet our standards and specifications, and you are required to use only those vehicles in the operation of any part of the Franchised Business. You are permitted to use those vehicles only for the Franchised Business and for no other reason. You are required to abide strictly to our vehicle requirements and standards, including our requirements for the vehicles to be decorated with our approved graphics package. Your vehicles shall be outfitted, wrapped and/or decaled to our specifications, the cost of which is included in the above estimated figures. Please see Section 5 and Schedule C of the Franchise Agreement for further details. The above figures assume you lease one vehicle for the low estimate, and two vehicles for the high estimate. See Item 10 for more details.
- (6) You may want to operate your Franchised Business from a home-based office, in which case, there would be no cost to you for rent. Alternatively, you may rent an office space, in which case

you must pay all rent and other fees payable under the lease. We estimate rent for designated office space would average \$500 per month, but the amount of rent will vary widely depending on a number of factors, including size, condition and location of the facility. If you do not have sufficient storage space at your designated office then we recommend that you rent a 20' by 10' storage garage, which we estimate would cost \$250 per month. Prices for storage garages may also vary greatly. The high estimate is for six months of rent for both an office space and separate storage garage.

- (7) Training fees for your Principal Operator and any other director, officer, or shareholder of your entity that we require, are included in your initial franchise fee; however, you are responsible for your travel, accommodations and meals while training at our training facility. Costs will vary depending on your proximity to British Columbia and the number of people attending training. These expenses are typically not refundable. Expected costs are based upon a 10-day estimated stay, with shared accommodations from \$200-\$350 per night; one meal per day (we provide breakfast and lunch during training); air transportation at \$750-\$1,250 per person, and shared local transportation at \$25-\$100 per day. The low figure above represents the cost for one person attending and the high figure represents the cost for two people attending.
- (8) You must obtain and maintain at all times during the term of your franchise the types of insurance policies or coverages and the minimum policy limits or maximum deductibles of any policy as specified in the Operations Manual (“Coverages”), which are apt to change from time-to-time. This estimate includes your initial six months of insurance expenses, but you must continually maintain insurance coverage in such amounts as we specify. You must also maintain at all times all insurance policies as required by the law in which your Franchised Business is operated. You must name us and our affiliates, agents, representatives, shareholders, directors, officers and employees as additional insureds. The following are our current minimum requirements for Coverages, which are currently under review and may change significantly:

Type	Coverage
Comprehensive Liability	Not less than \$2,000,000 per occurrence
Business Interruption	As required by Franchisor
Vehicle Liability	Not less than \$1,000,000 or as required by Franchisor
Employers Liability Insurance	As required by Franchisor; not less than \$1,000,000
Umbrella Policy	Not less than \$2,000,000
Worker’s Compensation	As required by state law
Primary and Non-Contributory Endorsement	
Blanket Contractual Liability Endorsement	
Other	As required by Franchisor

- (9) We understand that operating in the states of California, Florida, Louisiana, New York, or Texas may result in higher insurance premiums than other states. You should consult with an insurance broker or consultant to determine the insurance premiums available in your state.

- (10) The cost of office equipment and supplies will depend on whether you already have such items (such as a desk, stationary, etc.). This item also includes all equipment that will be in the vehicles, such as pressure washers, water poles, safety equipment, etc.
- (11) Government agencies typically charge fees for permits and operating licenses. Your actual costs may vary from the estimates based on the requirements of federal, state and local government agencies. See also Item 1 of this disclosure document.
- (12) You will need to retain a lawyer, an accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rates of local lawyers, accountants and consultants. These fees are typically non-refundable.
- (13) This estimates the payroll expenses and uniform costs for 1-2 technicians in the six weeks prior to launch.
- (14) This estimates your initial operating expenses, including working capital, during the initial start-up months. ~~Your costs will depend on factors such as: following our methods and procedures; your management skill, experience and business knowledge; local economic conditions; local market for services; prevailing wage rate; competition; sales level reached during the initial period; and lease rates for your Franchised Location, vehicle and computer and communications equipment. Additional Funds relate only to costs associated with the Franchised Business and do not cover any owners' draw or personal, "living," unrelated business or other expenses you may have, such as royalty payments, debt service on any loans, state sales and/or use taxes on goods and services, and a variety of other amounts not expressly described and included in the notes above.~~
- (15) The estimated costs reflected above are based on current market conditions, as of the date of this disclosure document. ~~However, certain supplies, equipment, vehicles, and other items used in establishing and operating your franchised business may be affected by the U.S. tariffs imposed under the International Emergency Economic Powers Act and under Section 232 of the Trade Expansion Act of 1962. These tariffs (and any future U.S. or retaliatory tariffs) may increase the cost of goods, supplies, or equipment. We make no guarantee that such tariffs or other domestic or international trade-related policies will not impact your actual costs.~~
- (16) We relied on the experience of our U.S. franchisees to compile these estimates. ~~You should review these figures carefully with a business advisor before making any decision to invest in the franchise. You will also have to pay for insurance on your truck and equipment, public liability and property insurance for your franchise, and fuel and maintenance costs for your truck.~~
- (17) Unless otherwise noted, all fees payable to us are nonrefundable under any circumstances. Refundability of fees paid to third parties, however, will depend on your negotiation with each party. Neither Company nor its affiliates generally offer financing of all or part of the initial investment.

ITEM 8. Restrictions on Sources of Products and Services

You must purchase or lease certain items for your Franchised Business from us or our approved supplier(s) or under our specifications. All orders for Services and Products and customer inquiries must be placed and processed using our designated Sales Center, and our designated customer relationship

	Obligation	Section in Agreement	Disclosure Document Item
f.	Fees	2.2; 3; 7.1(bb); 9.4; 10; 11; 14.8; 19.2(b) and (c); 20.4(c) and (d); 20.7; 23.1	Items 5 and 6
g.	Compliance with standards and policies/Operating Manual	2.1; 7.1; 8.6; 13	Item 11
h.	Trademarks and proprietary information	2.1; 7.1; 12.3; 12.9; Schedule A	Items 13 and 14
i.	Restrictions on products/services offered	2.3; 6; 12	Items 8 and 16
j.	Warranty and customer service requirements	7.1(b); 23.23	Item 11
k.	Territorial development and sales quotas	2.2	Items 6 and 12
l.	Ongoing product/service purchases	7.1(k); 9; 16.1	Not Applicable
m.	Maintenance, appearance and remodeling requirements	4.1; 5; 7.1(f) and (g)	Item 11
n.	Insurance	15	Item 7
o.	Advertising	7.1; 10	Items 6 and 11
p.	Indemnification	22	Item 6
q.	Owner's participation/management/staffing	7.1; 11, 12	Item 15
r.	Records and reports	8	Item 11
s.	Inspections and audits	8.5; 8.6; 12.4; 14.5	Items 6 and 11
t.	Transfer	20	Item 17
u.	Renewal	19	Item 17
v.	Post-termination obligations	18	Item 17
w.	Non-competition covenants	21	Item 17
x.	Dispute resolution	23.14 - 23.19	Item 17
y.	Other: Guarantee of Franchise Obligations (Note 1)	2.7	Item 15

Notes:

- (1) All of your directors, officers, shareholders, partners, or members, as required by us, shall each be required to sign and deliver an agreement guaranteeing the full and punctual payment and performance obligations of the Franchisee under the Franchise Agreement. See Exhibit F to this disclosure document.

ITEM 10. Financing

~~Neither we, nor any agent or affiliate, offers direct or indirect financing to you. We do not guarantee any debts, leases or other obligations for you. While not obligated to do so, we may, in our discretion, introduce you to third party financing sources that may, if you meet their qualifications, supply financing options for~~

~~items required as part of the initial investment. We and our affiliates do not receive any consideration from introductions to third party financing sources.~~

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

ITEM 11. Franchisor's Assistance, Advertising, Computer Systems, Training

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

Pre-Opening Assistance

Before you open your business, we will:

1. designate a protected Territory (Franchise Agreement, Section 2.2);
2. provide artwork for advertising use, a list of exclusive suppliers of marketing materials, and a list of designated or approved suppliers or specifications for your vehicles, components, decals, signage, and vehicle wraps (Franchise Agreement, Section 5.1; 7.1(q)). We do not deliver or install decals or signage;
3. provide an initial inventory of supplies to be used in operating your Franchised Business (see Franchise Agreement, Section 16.1);
4. provide you with electronic access to the confidential and copyright-protected series of System manuals, as revised periodically (collectively, the "Operations Manual") (Franchise Agreement Section 2.1(c)). A copy of the Table of Contents of the Operations Manual is attached as Exhibit C to this disclosure document. You may not copy the Operations Manual other than in the normal operation of the Franchised Business without our permission;
5. provide an initial training program for your Principal Operator and any other director, officer, or shareholder of your entity that we require, which you both must complete to our satisfaction. An outline of the training is further below (Franchise Agreement, Section 11.2); and
6. deliver to you our current list of suggested prices for your services and products. You are currently under no obligation to adhere to the suggest prices, but promotional and marketing materials and campaigns we prepare may include such prices. We reserve the right to set and mandate the retail prices at which you sell the Services, including setting a maximum price, a minimum price, or an authorized range of prices for Services, each to the extent permitted by applicable law (Franchise Agreement, Section 6.2).

Site Selection

We require you to operate the Franchised Business exclusively from the location set forth in the Franchise Agreement (the "Franchised Location"). Your Franchised Location must be located anywhere within your Territory. We estimate that you will need a minimum of 200 square feet of storage space plus office space of at least 150 square feet. In addition to the rent you will be required to pay, the cost to lease space will depend upon the amount of any deposit you must pay in connection with the rental, build-out costs, or pre-paid rent that the landlord may require. You will be required to have a

located anywhere in your Territory in order to develop them as National Account Customers. As noted in Item 11, “National Account Customers” means a customer, a group of customers or an entity acting on behalf of a customer group or customers (under common ownership or control) with offices, franchises or stores or who is otherwise conducting business both inside and outside of your Territory and for which we have arranged to provide the Services and the Products at multiple locations inside or outside of your Territory. National Account Customers may include corporations, non-profit organizations, federal, state and local government entities and organizations and any other persons or entities that may have a need for purchasing the Services or the Products from us at multiple locations inside or outside of your Territory.

We have the sole and exclusive right to supply (in whole or in part) or designate any other entity (including you, other System franchisees or our affiliates) to supply the Services and the Products to National Account Customers, whether the Services or the Products are delivered to a location inside or outside of your Territory. We may, but will not be required to, request that you provide the Services or the Products to a National Account Customer with premises located within your Territory in exchange for a payment to be made by us to you in an amount to be determined by us at the time of our request. We may require you to enter into a national account service agreement in order to provide the Services or the Products to National Account Customers with premises located within your Territory, and may our self, through an affiliate, by a subcontractor or through another System franchisee provide the Services and the Products to the National Account Customer if you do not enter into an agreement to provide the Services or Products to the National Account Customer. When we establish policies and procedures with respect to the provision of the Services and the Products to National Account Customers, we will detail them in the Operations Manual.

Additional Franchised Businesses/Subterritories

Although you do not have any options, rights of first refusal or similar rights to acquire additional franchises, we encourage you to expand to your maximum potential, including, at our option, acquiring additional Franchised Businesses or subterritories, as appropriate. We have implemented the following minimum standards to encourage success. ~~Of course, To gain our approval of an additional Franchised Business or subterritory is not a guarantee that any Franchised Business will be successful, but to gain that approval,~~ you must at minimum meet the following criteria:

- a) You must submit an annual financial statement and current personal net worth statement to show financial ability;
- b) You must have a minimum of 3 to 6 months’ operating capital, based on your projections and living expenses;
- c) You must be in good standing and full compliance with all terms and conditions of the existing Franchise Agreement(s) (including minimum performance standards); and
- d) You must have been in operations in your current Franchised Business for at least 6 months before you may add additional subterritories and at least a year before you may acquire a whole new Franchised Business.

We continue to reserve the right to grant or refuse to grant a Franchised Business or territory in our sole discretion. The criteria stated above are simply *minimum* standards and we will continue to make a determination of whether or not to grant a Franchised Business based on our own assessment of each franchisee’s business acumen. If you wish to acquire an additional subterritory after you commence operations, as a condition to approving this, we may require that you terminate your existing Franchise Agreement(s) and execute our then-current Franchise Agreement covering all subterritories. Our

	Provision	Section in Franchise Agreement	Summary
u.	Dispute resolution by arbitration or mediation	23.14	Subject to potential limitations of your state’s law, all claims must be resolved by arbitration in King County, Washington. We retain the right to seek injunctions and other emergency relief for the protection and enforcement of certain rights.
v.	Choice of forum	23.14; 23.15	Subject to potential limitations of your state’s law, litigation must be in King County, Washington.
w.	Choice of law	23.13	Subject to potential limitations of your state’s law, Delaware law applies for construction and interpretation of the franchise agreement, but does not give rise to statutory or regulatory claims that would not otherwise apply.

ITEM 18. Public Figures

Brian C. Scudamore, our Co-Founder, Chief Executive, and Director, may be considered a public figure due to his regular appearance on the television program *Dragon’s Den*. Mr. Scudamore owns a controlling interest in us and as our CEO is our highest-ranking executive officer.

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.

HISTORICAL FINANCIAL PERFORMANCE INFORMATION

In this Item 19, we provide information regarding certain historical financial performance for all twenty-two (22) franchised businesses in the United States and nineteen (19) franchised businesses in Canada that were open and operating through at least the last 12 months of the year ending December 31, 2024. We do not include information from one (1) U.S. franchise that opened during the 2024 calendar year, as well as nine (9) U.S. franchises and three (3) Canadian franchises that closed during the 2024 calendar year, because they were not in operation for the entire year. Of the franchises that closed during the 2024 Calendar year, two (2) U.S. franchises and no Canadian franchises closed after being open for less than 12 months.

franchise), and then (ii) using those results to calculate the overall per-subterritory average, and to determine the median, highest, and lowest per-subterritory performance.

- Foreign exchange rates have been applied to the reported Canadian figures in the combined U.S. and Canadian Franchisees chart only at an average CAD:USD exchange rate of .7302. The U.S. Franchisees chart is reported in USD, and the Canadian Franchisees chart is reported in CAD.

The information provided below was compiled from all the Shack Shine Franchised Businesses operating in the United States and Canada for at least 1 day in the 2024 calendar year.

Total 2023 Gross Revenue of Shack Shine Franchisees
(reported in US Dollars)

<u>Country</u>	<u>Total Reported Gross Revenue</u>
United States	\$12,252,532
Canada *	\$10,138,850

This chart includes all 65 franchises operating for at least 1 day during 2023, including 15 locations that did not operate for the full 2023 calendar year.

* The Gross Revenue figure in Canadian Dollars (\$12,872,027) was converted using the calendar year 2024 average exchange rate of 0.7302 for Canadian to U.S. Dollars, which rate ranged from 0.6922 to 0.7550 during calendar year 2024, and was 0.6948 on December 31, 2024. More Canadian to U.S. Dollar exchange rates can be found here: <https://www.bankofcanada.ca/rates/exchange/daily-exchange-rates>.

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

~~The financial performance representation does not reflect all 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 Shack Shine franchised business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information~~

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

Other than the preceding financial performance representation, Shack Shine Home Services LLC does 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 our Vice President of Market Development, 301 - 887 Great Northern Way, Vancouver, BC, Canada V5T 4T5, 1-888-808-7751, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. List of Outlets and Franchisee Information

The below tables represent the full calendar year from January 1 through December 31.

**Table No. 1
System wide Outlet Summary
For years 2022-2024**

Outlet Type	Year	Franchised Businesses at the Start of the Year	Franchised Businesses at the End of the Year	Net Change
Franchised	2022	30	35	+5
	2023	35	31	-4
	2024	31	23	-8
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	30	35	+5
	2023	35	31	-4
	<u>2023</u><u>2024</u>	31	23	-8

**Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2022-2024**

State	Year	Number of Transfers
Illinois	2022	0
	2023	1
	2024	1
Kansas	2022	0
	2023	1
	2024	0
Minnesota	2022	0
	2023	1
	2024	0
Other States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	3
	2024	1

Franchise Agreement
SHACK SHINE HOME SERVICES LLC,
a Washington limited liability company

and

[2]

[3]

FRANCHISE AGREEMENT

Effective Date: [4]

Do not sign this Acknowledgement and Execution by Franchisee if you are a resident of California, or the business is to be operated in California.

Do not sign this Acknowledgment if you are a resident of Maryland or the business is to be operated in Maryland.

This Acknowledgment and Execution by Franchisee does not apply in Washington.

ACKNOWLEDGEMENT AND EXECUTION BY FRANCHISEE

FRANCHISEE ACKNOWLEDGES THAT PRIOR TO THE DATE OF EXECUTING THIS AGREEMENT OR PAYING ANY NON-REFUNDABLE CONSIDERATION FOR IT, FRANCHISEE HAS RECEIVED, READ AND UNDERSTOOD A COMPLETE COPY OF THIS AGREEMENT (WITH ALL BLANKS COMPLETED) IN CONSULTATION WITH PROFESSIONAL ADVISORS OF FRANCHISEE'S OWN CHOOSING AND, ACCORDINGLY, THAT FRANCHISEE IS AWARE OF ALL PROVISIONS OF THIS AGREEMENT AND IS AWARE OF THE BUSINESS RISKS INVOLVED IN ENTERING INTO THIS AGREEMENT AND ESTABLISHING AND OPERATING THE FRANCHISED BUSINESS CONTEMPLATED HEREBY.

FRANCHISEE:

[2], a [3]

By:

(authorized signatory)

Dated:

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

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
California	<p>Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505</p> <p>One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559</p> <p>651 Bannan Street, Suite 300 Sacramento, CA 95811 (916) 327-7585</p> <p>(866) 275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov</p>	<p>Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 (866) 275-2677</p> <p>One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559</p> <p>www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov</p>
Connecticut	<p>Banking Commissioner 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230</p>	[Not Applicable]
Florida	<p>Dept of Agriculture & Consumer Services Division of Consumer Services 2005 Apalachee Pkwy. Tallahassee, FL 32399-6500 (850) 410-3800</p>	[Not Applicable]
Hawaii	<p>Business Registration Division Department of Commerce & Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722</p>	<p>Commissioner of Securities of the State of Hawaii, Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street Room 203 Honolulu, HI 96813 (808) 586-2722</p>
Illinois	<p>Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465</p>	<p>Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465</p>
Indiana	<p>Indiana Secretary of State Securities Division, E-111 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681</p>	<p>Indiana Secretary of State 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681</p>

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360	Maryland Securities Commissioner at the Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360
Michigan	Consumer Protection Division Michigan Department of Attorney General G. Mennen Williams Building, 1 st Floor 525 W. Ottawa Street Lansing, MI 48933 (517) 373-7117	Michigan Department of Consumer and Industry Services Corporations, Securities & Commercial Licensing Bureau P.O. Box 30018 Lansing, MI 48909 2407 N Grand River Ave Lansing, MI 48906 (517) 241-6470
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600
Nebraska	Staff Attorney Department of Banking and Finance Commerce Court 1230 "O" Street, Suite 400 Lincoln, NE 68508-1402 (402) 471-3445	[Not Applicable]
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St., 21 st Floor New York, NY 10005 (212) 416-8222	New York Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 473-2492
North Dakota	North Dakota <u>Insurance & Securities</u> Department 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept 414 Bismarck, ND 58505 (701) 328-4712 <u>328-2910</u>	<u>Insurance Commissioner</u> North Dakota <u>Insurance & Securities</u> Commissioner <u>Department</u> 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept 414 Bismarck, ND 58505 (701) 328-4712 <u>328-2910</u>
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	[Not Applicable]

CALIFORNIA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the Shack Shine Home Services LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20__.

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

Section 31125 of the California Corporation Code requires us to give you a disclosure document, in the form and containing the information as the Commissioner may by rule or order require, before we ask you to consider a proposed material modification of your franchise agreement.

Neither we, nor any person or franchise broker disclosed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec 101 et seq.).

The Franchise Agreement contains a covenant not to compete ~~that~~which extends beyond the termination of the franchise. ~~This provision may not be enforceable~~A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California lawBusiness and Professions Code Section 16600.

You must sign a general release of claims if you renew or transfer your franchise rights. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 - 20043).

California Business and Professions Code Sections 20000 through 20043 provide rights to you 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.

The Franchise Agreement contains a liquidated damages clause, which, under Civil Code Sec. 1671, may not be enforceable

If the Franchise Agreement contains any provision that allows us to recover liquidated damages or termination payments, and if that provision is held unenforceable by an arbitrator or court of competent jurisdiction or if we waive that provision, then we are permitted instead to recover contractual damages caused by any breach of contract or default by you.

CALIFORNIA

The Franchise Agreement requires application of the law of Delaware. This provision may not be enforceable under California law.

The Franchise Agreement requires binding arbitration. The arbitration will occur in King County, Washington with the costs being borne by the losing party.

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

Prospective franchisees 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.

Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

The URL of our website is www.shackshine.com. 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.

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

California franchisees shall not answer or complete the Franchisee Disclosure Questionnaire and Certification in Exhibit I to the Franchise Disclosure Document as attached.

The Acknowledgement and Execution by Franchisee that follows the Franchise Agreement in Exhibit B is deleted.

Section 23.23 of the Franchise Agreement is deleted and replaced with the following language: "Franchisor makes no representations, warranties or guarantees to Franchisee that Franchisee shall enjoy financial success in owning and operating the Franchised Business. Franchisee acknowledges that the results achieved at the Franchised Business will be particular to it, in the same way that financial results individually achieved by existing franchised businesses are particular to them."

Section 23.24(a) of the Franchise Agreement is deleted.

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commission.

[signatures on following page]

ILLINOIS

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

~~The following modifications are to the Shack Shine Home Services LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20__.~~

~~Items 5 and 7 of the disclosure document and Section 3.1 and Schedule B of the Franchise Agreement are amended to provide that all initial fees shall be deferred until such time as you have commenced doing business pursuant to the Franchise Agreement. This deferral requirement has been imposed by the Illinois Attorney General's Office based on our financial condition.~~

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, arbitration may take place outside of Illinois.

Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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.

ACKNOWLEDGMENT:

~~It is agreed that any applicable part of the foregoing state law addendum supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20__, and of the Franchise disclosure document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.~~

FRANCHISOR:

SHACK SHINE HOME SERVICES LLC

By: _____
Title: _____
Date Signed: _____

FRANCHISEE:

ILLINOIS

NORTH DAKOTA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the Shack Shine Home Services LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20__.

Items 5 and 7 of the disclosure document and Section 3.1 and Schedule B of the Franchise Agreement are amended to provide that all initial fees and payments shall be deferred until such time as we complete our pre-opening obligations to you under the Franchise Agreement and you are open for business.

~~Sections of the disclosure document and Franchise Agreement requiring you to consent to the jurisdiction of courts outside of North Dakota or providing for resolution of disputes to be outside North Dakota may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.~~

The State of North Dakota has determined 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. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business

Sections of the Franchise Agreement requiring you to arbitrate or mediate disputes may require you to consent to a waiver of trial by jury. A waiver of trial by jury may not be enforceable under North Dakota law and any such provisions are amended accordingly to the minimum extent required by law.

Sections of the disclosure document and Franchise Agreement relating to choice of law, may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.

Sections of the disclosure document and Franchise Agreement requiring you to sign a general release upon renewal of the Franchise Agreement may not be enforceable North Dakota law, and are amended accordingly to the minimum extent required by law.

Sections of the disclosure document and Franchise Agreement requiring you to consent to termination or liquidated damages may not be enforceable under North Dakota law. The disclosure document and Franchise Agreement are revised to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

If the Franchise Agreement contains any provision that allows us to recover liquidated damages or termination payments, and if that provision is held unenforceable by an arbitrator or court of competent jurisdiction or if we waive that provision, then we are permitted instead to recover contractual damages caused by any breach of contract or default by you.

Sections of the Franchise Agreement requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under North Dakota law, and any such provisions are amended accordingly to the minimum extent required by law.

NORTH DAKOTA

The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that those covenants may be subject to the statute, have been determined to be unfair, unjust, or inequitable in North Dakota. Sections of the disclosure document and Franchise Agreement containing covenants restricting competition to which you must agree may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.

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.

ACKNOWLEDGMENT:

It is agreed that any applicable part of the foregoing state law addendum supersedes any inconsistent portion of the Franchise Agreement dated the ____ day of _____, 20__, and of the Franchise disclosure document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

FRANCHISOR:

SHACK SHINE HOME SERVICES LLC

By: _____
Title: _____
Date Signed: _____

FRANCHISEE:

By: _____
Title: _____
Date Signed: _____

NORTH DAKOTA

WASHINGTON

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT,
AND ALL RELATED AGREEMENTS

The following modifications are to the ~~Shack Shine Home Services LLC Franchise Disclosure Document~~ and may supersede, to the extent then required by valid applicable state law, certain portions of the ~~Franchise Agreement dated _____, 20__~~.

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

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

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

WASHINGTON

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

WASHINGTON

~~Item 7 Note (14) of the Disclosure Document is deleted and replaced with the following language: This estimates your initial operating expenses, including working capital, during the initial start up months. Additional Funds relate only to costs associated with the Franchised Business and do not cover any owners' draw or personal, "living," unrelated business or other expenses you may have, such as royalty payments, debt service on any loans, state sales and/or use taxes on goods and services, and a variety of other amounts not expressly described and included in the notes above.~~

~~Section 23.23 of the Franchise Agreement is deleted and replaced with the following language: "Franchisor makes no representations, warranties or guarantees to Franchisee that Franchisee shall enjoy financial success in owning and operating the Franchised Business. Franchisee acknowledges that the results achieved at the Franchised Business will be particular to it, in the same way that financial results individually achieved by existing franchised businesses are particular to them."~~

~~Section 23.24(a) of the Franchise Agreement is deleted.~~

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

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.

19. Deferral of Initial Franchise Fees. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the Franchise Agreement or the Franchise Disclosure Document, and (b) is ready to commence business.

20. Additional Revisions, Modifications, and Disclosures Required for Washington.

• Section 23.23 of the Franchise Agreement is deleted and replaced with the following language: "Franchisor makes no representations, warranties or guarantees to Franchisee that Franchisee shall enjoy financial success in owning and operating the Franchised Business. Franchisee acknowledges that the results achieved at the Franchised Business will be particular to it, in the same way that financial results individually achieved by existing franchised businesses are particular to them."

• Section 23.24(a) of the Franchise Agreement is deleted.

• The Acknowledgment and Execution by Franchisee in the Franchise Agreement does not apply in Washington.

• The Franchisee Disclosure Questionnaire and Certification attached as Exhibit I to the Disclosure Document does not apply to Washington franchisees.

[signatures on following page]

WASHINGTON

State Effective Dates

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

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

State	Effective Date
California	Pending
Illinois	Pending
Indiana	Pending <u>August 15, 2025</u>
Maryland	Pending
Michigan	February 23, 2025
Minnesota	Pending
New York	Pending
North Dakota	Pending <u>August 18, 2025</u>
Rhode Island	Pending <u>May 1, 2025</u>
South Dakota	Pending <u>August 18, 2025</u>
Virginia	Pending <u>October 14, 2025</u>
Washington	Pending
Wisconsin	Pending <u>August 7, 2025</u>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

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

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

The laws of New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. The laws of Michigan require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. The laws of Iowa require that we give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the signing of any agreement or the payment of any consideration.

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

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

Issuance Date: July 17, 2025

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

<u>Name</u>	<u>Principal Business Address</u>	<u>Telephone Number</u>
OZE Brands <u>Ine-Georgia</u> <u>Cuthbertson</u>	301 - 887 Great Northern Way, Vancouver, BC, V5T 4T5, Canada	604-909-0651 <u>888-808-7751</u>

I received a disclosure document with an issuance date of July 17, 2025, that included the following Exhibits:

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

PROSPECTIVE FRANCHISEE:

DATE DISCLOSURE DOCUMENT

RECEIVED: _____

(print name of entity)

(state where entity formed)

(signature)

(print name and title)

KEEP THIS COPY FOR YOUR RECORDS

RECEIPT

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

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

The laws of New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. The laws of Michigan require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. The laws of Iowa require that we give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the signing of any agreement or the payment of any consideration.

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

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

Issuance Date: July 17, 2025

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

<u>Name</u>	<u>Principal Business Address</u>	<u>Telephone Number</u>
OZE Brands <u>Ine-Georgia</u> <u>Cuthbertson</u>	301 - 887 Great Northern Way, Vancouver, BC, V5T 4T5, Canada	604-909-0651 <u>888-808-7751</u>

I received a disclosure document with an issuance date of July 17, 2025, that included the following Exhibits:

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

PROSPECTIVE FRANCHISEE:

DATE DISCLOSURE DOCUMENT

RECEIVED: _____

(print name of entity)

(state where entity formed)

(signature)

(print name and title)

RETURN THIS COPY TO US

SHACK SHINE