

FRANCHISE DISCLOSURE DOCUMENT



Liqua-Roof Franchising, Inc.
A Delaware Corporation
1490 De Coulomb
Boucherville, Québec, Canada J4B 7M2
Phone: (877) 235-4782
info@liquarroof.com
www.liquarroof.com

We offer and award franchises for the right to independently own and operate a "Franchised Business" that provides proprietary roof resurfacing services for residential and commercial properties, as well as other services and products we authorize, utilizing (a) the then-current proprietary marks we designate, including our current principal mark LIQUA-ROOF, and (b) the system of business operations we have developed, including a designated trailer that will serve as your "Mobile Services Unit" and related equipment and tools.

The total investment necessary to begin operation of a Franchised Business within a single territory ranges from \$201,220 to \$254,720. This includes \$125,720 to \$135,220 that must be paid to franchisor or its affiliates. The total investment necessary to begin operation of a Franchised Business within two to three territories ranges from \$256,220 to \$329,720. This includes \$180,720 to \$210,220 that must be paid to franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this disclosure document, the franchise agreement or any other related 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 Patrick Simpson at patrick@liquarroof.com or (877) 235-4782.

The terms of your franchise agreement will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contracts. Read all of your contracts carefully. Show your contracts 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: May 20, 2026

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Delaware. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Delaware than in your own states.
2. **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.
3. **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.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make payments may result in termination of your franchise and loss of your investment.

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 APPLIES TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

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 protection 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 transferee to meet the franchisor's then-current reasonable qualifications or standards.
- (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor 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 this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES ..	1
ITEM 2 BUSINESS EXPERIENCE	3
ITEM 3 LITIGATION	5
ITEM 4 BANKRUPTCY	5
ITEM 5 INITIAL FEES	5
ITEM 6 OTHER FEES	7
ITEM 7 ESTIMATED INITIAL INVESTMENT	22
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	26
ITEM 9 FRANCHISEE’S OBLIGATIONS	29
ITEM 10 FINANCING	30
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	30
ITEM 12 TERRITORY	40
ITEM 13 TRADEMARKS	43
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	45
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	46
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	47
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	48
ITEM 18 PUBLIC FIGURES	53
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	54
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	58
ITEM 21 FINANCIAL STATEMENTS	60
ITEM 22 CONTRACTS	60
ITEM 23 RECEIPTS	60

EXHIBITS

Franchise Agreement	A
Learning Management System Table of Contents	B
Financial Statements	C
List of State Administrators	D
List of Agents for Service of Process	E
State Specific Addenda	F
List of Franchisees	G
List of Former Franchisees	H
Sample Release Agreement	I

State Effective Dates.....	J
Receipts.....	K

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor is Liqua-Roof Franchising, Inc. For ease of reference this Disclosure Document will refer to Liqua-Roof Franchising, Inc. as “we,” “us” “our” and “Liqua-Roof.” The words “you” and “your” refer to the person to whom we grant a franchise, whether you are a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of our franchise agreement attached as Exhibit A (the “Franchise Agreement”) also apply to your owners and will be noted.

The Franchisor

We are a corporation formed under the laws of the State of Delaware on March 5, 2026. Our principal place of business is 1490 De Coulomb Street, Boucherville J4B 7M2 in Quebec, Canada. We have only done business under our corporate name and our Proprietary Marks. We have offered franchises since May 2026.

We have not offered or sold franchises in any other line of business and, as of the Issuance Date, we have not been involved in any material business activity unrelated to the administration of the franchise system.

The Franchised Business

As previously disclosed, this Disclosure Document is for the right to own and operate a franchised Business utilizing our then-current Proprietary Marks and System (each, a “Franchised Business”) under our form of franchise agreement included in this offering in Exhibit A (the “Franchise Agreement”).

Each Franchised Business is authorized and required to actively promote, offer, and provide our then-current roof resurfacing services and other initial "Approved Services" our System franchisees may and must provide, utilizing: (i) a mobile trailer that is outfitted and equipped with the equipment we specify as part of our then-current System standards (the "Mobile Services Unit"); (ii) the resurfacing materials, granules, and other inventory we specify or approve for use to complete a customer project (collectively, the "Approved Products"), some of which may be proprietary and/or branded with our Proprietary Marks (the "Proprietary Products"); and (iii) the System methodologies, directives, standards, and specifications that are (a) found in our proprietary Learning Management System (the “Learning Management System”) or otherwise in writing, and/or (b) associated with the initial training you must attend and complete prior to commencing operation of your Franchised Business and any subsequent training.

We may update, supplement or otherwise modify the Approved Services that your Franchised Business may or must provide.

Our standard franchise offering assumes and expects that you will initially launch and commence operations of your Franchised Business from a home office (the “Home Office”). We typically require that your Home Office (home office or otherwise) be located within your Territory, but we may waive that requirement on a case-by-case basis. Regardless, you must be permitted to park and/or store your Mobile Service Unit and the vehicle we approve to tow that unit and equipment (the “Approved Vehicle”) at your Home Office.

Under your Franchise Agreement, you will be awarded a geographical area where you will be authorized and required to (a) actively promote, market and advertise your Franchised Business, and (b) offer and provide the Approved Services and Approved Products (your “Designated Territory”).

We also offer, to qualified franchisees, the opportunity to develop multiple Designated Territories under the same Franchised Agreement. You will not sign a Multi-Unit Development Agreement or Area

Development Agreement for the operation of a Ligua-Roof Franchised Business because you will only be operating a Ligua-Roof Franchised Business across multiple territories. To be eligible to develop multiple Designated Territories, you must agree to open between a minimum of two Designated Territories and a maximum of three Designated Territories.

Please note that any individual (a “LR Specialist”) that you intend or expect to provide any of the Approved Services and Approved Products involving any of our trade secrets, patented intellectual property and/or other proprietary/confidential information (collectively, the “Confidential Information”) must first (i) attend and complete the relevant components of our initial training program that we designate as necessary to provide the services or products at issue, (ii) provide you with a signed copy of confidentiality and non-disclosure agreement (prior to attending such training), and (iii) receive a written notice from us acknowledging successful completion of the training and detailing the specific Approved Services and/or Approved Products the individual is able to provide.

Our Parents, Predecessors and any Affiliates

Our parent company, Spray-Net International, Inc., (“SN International”) is a Canadian corporation incorporated on February 3, 2016. SN International was originally incorporated under the name Spray-Net USA, Inc. but changed its name on August 16, 2016.

Our affiliate, Spray-Net Franchises Inc./Les Franchises Spray-Net Inc. (“SN Franchisor Canada”) was incorporated on November 19, 2013 under the laws of Quebec and has a principal business address at 1490 De Coulomb Street, Boucherville, Quebec, Canada J4B 7M2. SN Franchisor Canada has offered Spray-Net franchises in certain provinces in Canada since 2013. As of December 31, 2025, SN Franchisor Canada had 26 franchises open and actively operating.

Our affiliate, Ligua-Roof Franchises Inc. (“LR Franchisor Canada”) was incorporated on March 9, 2026 under the laws of Quebec and has a principal business address at 1490 De Coulomb Street, Boucherville, Quebec, Canada J4B 7M2. LR Franchisor Canada intends to offer Ligua-Roof franchises in certain provinces in Canada in 2026. As of December 31, 2025, LR Franchisor Canada had no open and actively operating franchises. LR Franchises Canada owns issued and pending patents that our franchisees will use in the operation of their Ligua-Roof franchises.

Our affiliate, Spray-Net Inc. (“SN Franchisor US”) was incorporated on September 13, 2016 under the laws of the State of Delaware and has a principal business address at 1490 De Coulomb Street, Boucherville, Quebec, Canada J4B 7M2. SN Franchisor US offers Spray-Net franchises in the United States since 2019. As of December 31, 2025, SN Franchisor US had 35 franchises open and actively operating.

Our affiliate, Spray-Net Distribution Inc. (“SN Distribution”) was incorporated on March 9, 2016 under the laws of Canada and has a principal business address at 1490 De Coulomb Street, Boucherville, Quebec, Canada J4B 7M2. SN Distribution distributes paint products and equipment to Spray-Net and Ligua-Roof franchisees operating in Canada and we reserve the right to have them be our designated approved supplier for Proprietary Products and other inventory that our Ligua-Roof franchisees in the United States must acquire and utilize in connection with their Franchised Businesses. As of the Issuance Date, we expect and intend that SN Distribution will also be a designated supplier for Proprietary Products and other inventory to our Ligua-Roof franchisees in the United States.

Our affiliate, Groupe Spray-Net, Inc. (“Groupe Spray-Net”) was incorporated on November 19, 2013 under the laws of Quebec and has a principal business address at 1490 De Coulomb Street, Boucherville, Quebec, Canada J4B 7M2. Groupe Spray-Net is the parent company for SN Franchisor Canada, SN Quebec, SN Marketing SN Distribution and SN Paints. Groupe Spray-Net licenses us the right to use, and sublicense our franchisees in the United States to use, the Proprietary Marks and System.

Except as stated above, we do not have any other affiliates that require disclosure in this Item 1.

General Description of the Market and Competition

Franchisees will target their services primarily to residential homeowners, property investors, multi-family property owners, and commercial property owners with existing asphalt shingle roofing systems. The U.S. residential roofing market is mature and well-established, with asphalt shingles representing the dominant roofing material for residential properties. Liqua-Roof operates within this existing market by offering a proprietary resurfacing alternative to full roof replacement, competing on factors including cost, speed of installation, sustainability benefits, and warranty coverage. Franchisees will compete with local and regional roofing contractors, national and regional roofing companies, restoration-based roof treatment providers, roof coating and surface treatment companies, and general exterior home improvement contractors, including both independent operators and larger chains. Sales may be seasonal in colder climates due to weather limitations affecting exterior application, while operations in warmer climates may be year-round.

Regulations Specific to the Industry

Most states, provinces, and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of your Franchised Business, including those that: (a) establish licensing and permitting requirements for roofing and general contractors, including roofing contractor licenses, general contractor licenses, and home improvement contractor registrations; (b) set standards pertaining to employee health and safety, including OSHA regulations applicable to roofing and exterior services work; (c) regulate environmental matters affecting material handling and application, including volatile organic compound limits applicable to resin systems and related materials; (d) establish building code requirements related to impact resistance, wind resistance, and fire ratings that may affect installation standards; (e) regulate matters affecting requirements for accommodations for disabled persons; (f) set standards and requirements for fire safety and general emergency preparedness; and (g) establish transportation regulations applicable to commercial vehicles used to transport your "Mobile Services Unit" and related equipment. At this time, we are not aware of any proposed federal, state, provincial, or local laws specific to roof resurfacing systems that, if enacted, would have a material adverse effect on the Franchised Business; however, changes in construction, environmental, or contractor regulation could affect operations in the future. You must investigate and comply with all applicable laws and regulations, as we have not investigated any laws or regulations to determine whether they are applicable to the operation of your Franchised Business, and you are responsible for complying with all applicable requirements despite any advice or information we may give you.

Agents for Service of Process

Our agent for service of process is Harvard Business Services, Inc. at 16192 Coastal Highway, Lewes, Sussex County, Delaware 19985. Our state agents for service of process are disclosed on Exhibit E to this Disclosure Document.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer: Carmelo Marsala

Mr. Marsala has served as our Chief Executive Officer since our inception in March 2026. In addition, Mr. Marsala has served as the President and CEO of the following former or current related companies of Franchisor: (i) SN Franchisor US, located in Quebec, Canada, since September 2016; (ii) SN Distribution

and SN Distribution USA, located in Quebec, Canada, since March 2016; (iii) SN Franchisor Canada in Quebec, Canada since April 2014; (iv) SN Franchisor Quebec in Quebec Canada since June 2013; (v) SN Quebec in Quebec, Canada since February 2010; and (vi) Groupe Spray-Net in Quebec, Canada since November 2013.

Vice President of Distribution: David Garofano

Mr. Garofano has served as our Vice President of Distribution since our inception in March 2026. Mr. Garofano has also served as the Vice President of Purchasing and Distribution of SN Franchisor US and SN Franchisor Canada since September 2016 and January 2015, respectively, in Boucherville, Quebec, Canada.

Chief Operating Officer: Patrick Simpson

Mr. Simpson has served as our Chief Operating Officer since our inception in March 2026. Mr. Simpson has also served as the Chief Operating Officer of SN Franchisor US and SN Franchisor Canada since October 2018 in Boucherville, Quebec, Canada.

Senior Vice President of Operations: Kevin Houben

Mr. Houben has served as our Senior Vice President of Operations since our inception in March 2026. Mr. Houben has also served as the Senior Vice President of Operations of SN Franchisor US since December 2024 in Miami, Florida. From September 2023 to November 2024, he served as the Vice President of Operations of WOW 1 Day Painting in Vancouver, British Columbia, Canada. From February 2023 to August 2023, Mr. Houben served as the Vice President of Operations of Rolling Suds in Nashville, Tennessee. From December 2022 to February 2023, he took a sabbatical between positions. From October 2021 to December 2022, Mr. Houben served as the Vice President of Operations of SN Franchisor US in Miami, Florida.

Director of Research and Development: Peiman Arabi

Mr. Arabi has served as our Director of Research and Development since our inception in March 2026. Mr. Arabi has also served as the Director of Research and Development for SN Franchisor US and SN Franchisor Canada since February 2016 in Boucherville, Quebec, Canada.

Marketing Director: Csilla Bacsfalusi

Ms. Bacsfalusi has served as our Marketing Director since our inception in March 2026. Ms. Bacsfalusi has also served as the Marketing Director for SN Franchisor US and SN Franchisor Canada since November 2024. From June 2022 to November 2024, she was the Director of Workplace Technology for SN Franchisor US and SN Franchisor Canada. From February 2021 to June 2022, Ms. Bacsfalusi served as the Marketing Manager for SN Franchisor US and SN Franchisor Canada. Her roles have all been performed from Boucherville, Quebec, Canada.

Director of Franchise Development: Gabriel Toupin

Mr. Toupin has served as our Director of Franchise Development since our inception in March 2026. Mr. Toupin has also served as the Director of Franchise Development for SN Franchisor US and SN Franchisor Canada since December 2023. From April 2021 to November 2023, he served as a Franchise Business Coach for SN Franchisor US and SN Franchisor Canada in Boucherville, Quebec, Canada.

Franchise Business Coach: Bruce Seguin

Mr. Seguin has served as our Franchise Business Coach since our inception in March 2026. Mr. Seguin has also served as the Franchise Business Coach of SN Franchisor US since January 2023 in Tampa, Florida. From January 2019 to December 2022, he served as a Franchise Field Trainer for SN Franchisor Canada in Montreal, Quebec, Canada.

Franchise Business Coach: Jonathan Lampron

Mr. Lampron has served as our Franchise Business Coach since our inception in March 2026. Mr. Lampron has also served as a Franchise Business Coach for SN Franchisor US and SN Franchisor Canada since September 2020 in Boucherville, Quebec, Canada. Simultaneously, he has also served as a Regional Director for SN Franchisor US and SN Franchisor Canada since April 2020.

**ITEM 3
LITIGATION**

9202137 Canada Inc. and its principal Patricia Joyce v. Spray-Net Franchises, Inc. and Carmelo Marsala (collectively, “SN Canada”), Arbitration Proceeding. In or around February 2019, following the termination of her franchise agreement, a former franchisee of SN Canada delivered a Notice of Rescission to Spray-Net Franchises Inc. and its principal, Carmelo Marsala, alleging that our affiliate Canadian franchisor failed to provide a disclosure document compliant with the Arthur Wishart Act of 2000. The former franchisee subsequently commenced (1) an arbitration asserting statutory rescission, compensation, and damages, and (2) a parallel civil action in the Ontario Superior Court of Justice, both alleging entitlement to relief under the Wishart Act. SN Canada denied the allegations and asserted that the disclosure provided complied with applicable law. In November 2025, the parties entered into a settlement and release agreement resolving all matters relating to the disclosure, the franchise relationship, the Notice of Rescission, the arbitration, and the civil action. Under the settlement, and without any admission of liability, SN Canada agreed to pay a total of \$285,000 CAD to the Franchisee Parties, payable over a scheduled period extending through November 15, 2026. Upon full payment, the arbitration is to be discontinued with prejudice, and the parties exchanged a mutual full and final release of all claims relating to the franchise, the Wishart Act allegations, and any related matters.

Other than this action, 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 must pay us an initial franchise fee amounting to \$60,000 (the “Initial Franchise Fee”), which is deemed fully earned upon execution of your Franchise Agreement and we have the right to collect in a lump sum payment at that time. You may purchase additional Territories based on the table below. If you are granted two or more Designated Territories, upon approval by us, you may also purchase additional population between such levels for \$0.66 per additional household.

Number of Designated Territories	Total Number of Households	Initial Franchise Fee per Designated Territory	Cumulative Franchise Fee
1	75,000	\$60,000	\$60,000
2	150,000	\$55,000	\$110,000
3	225,000	\$45,000	\$135,000

If you do not complete our initial training program to our satisfaction, we may terminate the franchise agreement and return the Initial Franchise Fee and 50% of the Training Fee to you in exchange for a release and confidentiality agreement.

Initial Training Fee

You must pay us a fee in connection with the initial training that we provide to you or, if Franchisee is an entity, your operating principal prior to and around the time you initially launch your Franchised Business amounting to \$15,000 (the “Initial Training Fee”), which shall be deemed fully earned and non-refundable upon signing of the Franchise Agreement.

Marketing Kit

You must pay us approximately \$3,500 to \$5,000 for the initial package of business supplies such as uniforms, marketing brochures, and business cards (the “Marketing Kit”), which will be due and deemed fully earned upon and execution of your Franchise Agreement.

Production Supplies Kit

Prior to opening, you must purchase a “Production Supplies Kit” from us, which includes everything you need to complete your initial production training jobs. The cost of the Production Supplies Kit is approximately \$3,000 to \$5,000.

Sales Kit

Prior to opening, you must purchase a “Sales Kit” from us, consisting of sample boards, sales tools, bags, polos, other clothing needs, and more. The cost of the Sales Kit is approximately \$3,000 to \$4,000.

Business Management Software Fee

When you sign a franchise agreement, you will begin paying us a monthly fee for access to our “Business Management Software,” which is currently \$400 plus .25% of Gross Sales per month. See Item 6 for more information on the Business Management Software Fee.

Home-Show Booth

Prior to opening, you must pay us approximately \$5,000 to \$8,000 in connection with the home show booth (“Home-Show Booth”) that you will use in the operation of your Franchised Business.

Initial Marketing Investment

Prior to opening, you will pay us your total Initial Marketing Investment of \$30,000, which we will pay to our approved or designated third-party suppliers for marketing services. If you purchase three (3) Designated Territories, you must spend an additional \$10,000 Initial Marketing Investment in your second year of business.

Computer Hardware

Prior to opening, you must pay us, an Approved Supplier or third party between \$1,000 to \$2,000 in connection with the purchase of computer hardware that you will use in the operation of your Franchised Business.

Veteran Discount

We currently offer a discount to qualifying military veterans of \$5,000 off the Initial Franchise Fee for the first Designated Territory. The military discount is available to veterans who have received a discharge (other than dishonorable) as well as any active-duty personnel. If the franchisee is a corporation, limited liability company, or other legal entity, the veteran participant must maintain at least 51% ownership interest in the entity to qualify for this discount. To apply for the discount, you must provide us a copy of form DD-214, reflecting your military status, before the Franchise Agreement is signed.

Uniformity

Except as provided in this Item, we expect and intend to impose the fees above uniformly on our System franchisees. Except as specifically stated, all of the fees listed in this Item 5 are non-refundable.

[Remainder of page intentionally left blank]

**ITEM 6
OTHER FEES**

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
Royalty	7% of (i) your Gross Sales ² generated by your Franchised Business or (ii) your Minimum Gross Sales ² , whichever is greater.	Payable as we determine each Monday afternoon following the end of the previous Business Week. Currently collected via GoCardless.	Your Royalty Fee will commence once your Franchised Business commences operations and/or otherwise begins generating revenue. Please see Item 12 below for additional information on the Minimum Gross Sales you will be required to generate under your Franchise Agreement. Your Royalty is equal to 7% of (i) your Gross Sales or (ii) the applicable Minimum Gross Revenue, whichever is greater. As a general matter, your applicable Minimum Gross Sales will vary based on (a) how long you have been operating your Franchised Business and (b) how many Designated Territories you have purchased under your Franchise Agreement. See Note 2 for a chart summarizing Minimum Gross Sales requirements.
Ongoing Product Purchases	Varies based on sales within your Designated Territory; 30% to 40% of Gross Sales.	Payable prior to, or at, delivery	You are required to purchase our Proprietary Products on an ongoing basis as necessary to service your customers. We may also require you to purchase additional items from us or our affiliate as necessary to service your customers. See Item 8 of this disclosure document for additional information.

Local Advertising Requirement (“LAR”)	A fixed amount based on the number of Designated Territories you have purchased and the length of time your Franchised Business has been in operation³ See Note 3 for a table of these amounts. Subject to a minimum amount of \$40,000 per year.	As we determine appropriate and provide you with notice of in the Learning Management System or otherwise in writing. If paid to us, currently collected via GoCardless.	Your Local Advertising Requirement must be expended as we direct or otherwise authorize. You must expend at least 65% of your Local Advertising Requirement on digital marketing, advertising and promotional campaigns and/or any other related advertising/marketing services that must be acquired or purchased from one (1) or more Approved Suppliers we designate as described below in this Item. For the avoidance of doubt, this 65% minimum is exclusive of, and does not include, any digital marketing management fees charged by us or an Approved Supplier. We currently have various third-party Approved Suppliers to which you will be required to pay certain portions of your Local Advertising Requirement funds for different digital and other marketing services/content you must utilize in connection with your Franchised Business. In addition to the Local Advertising Requirement described above, you are required to spend a minimum of \$10,000 per calendar year on traditional marketing, which must include participation in a minimum of two (2) home shows per year and a minimum of \$7,500 in print marketing executed in three drops occurring in March, April, and May. If you fail to meet these minimums, we may execute and charge for such marketing on your behalf. You must also expend your Digital Marketing Spend in accordance with a cumulative monthly pacing schedule we prescribe. If you fall behind the required pace, we may invoice
--	---	---	---

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
			you for the deficiency and spend it on your behalf.
Digital Marketing Management Fee	Currently none. Up to \$1,000 per month if we require you to engage us or our affiliate for digital marketing or advertising services.	Monthly, as we determine, if required. Collected via GoCardless or another method, if required.	You must engage our designated supplier for digital marketing/advertising services, but we may require you to engage us or our affiliate for these services or to manage these services. If required, you will pay us or our affiliate for managing the placement, optimization and administration of your digital marketing/ advertising and the associated Approved Suppliers. We reserve the right, but are not obligated, to charge this fee. This fee is in addition to, and does not count toward, the Digital Marketing Spend portion of your Local Advertising Requirement. If paid to us or our affiliate, this fee will not exceed \$1,000 per month.
Initial Marketing Investment	\$30,000 during your first year of business. If you purchase three (3) Designated Territories, you must spend an additional \$10,000 during your second year of business. ⁵	Upon execution of the Franchise Agreement and according to a specific timeline depending upon the number of Designated Territories you purchase. If paid to us, currently collected via GoCardless.	While the Initial Marketing Investment will be paid out to our approved or designated third-party suppliers for these kinds of services, we expect and intend to collect this amount directly from you and may keep a portion of the Initial Marketing Investment as consideration for managing the placement and suppliers associated with this initial marketing and related activities designed to (a) increase visibility of the Franchised Business within your Designated Territory, and/or (b) generate prospective client interest and sales appointments prior to and up through the opening and initial operations of your Franchised Business.

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
Contribution to Brand Development Fund (the “Fund”)	2% of Gross Sales; subject to a minimum amount. The minimum amount is based on the number of Designated Territories you have purchased and the length of time your Franchised Business has been in operation	Payable as we determine on the 1 st of each month. Currently collected via GoCardless.	We have established a brand development fund (the “Fund”) for purposes of promoting, marketing, advertising and otherwise developing the System, Proprietary Marks, Approved Services and our brand generally, as we determine appropriate. We will administer the Fund and will provide you with prior written notice of any change to your Fund Contribution.
Roof-Pal	Then-current fee charged by the provider of this software. Currently, \$50 per month.	Monthly after opening for business. Currently collected via GoCardless.	This software uses an AI-powered chatbot to instantly answer common franchisee or franchisee employee questions, acting like a virtual assistant that helps automate support and improve response times—no human needed for routine inquiries.
Business Management Software	Then-current software fee charged by us or other provider we designate which is based on the cost of the software, plus 0.25% of Gross Sales generated by the Franchised Business. Currently, \$400/month, plus 0.25% of Gross Sales generated by the Franchised Business	Monthly based, in part, on the Gross Sales generated in the prior calendar month. Currently collected via GoCardless.	This amount is paid to our Approved Supplier (currently, us) for the Business management and project/sales tracking software that we have developed and branded for use in connection with the System (the “Business Management Software”). This fee will increase based on the actual cost we incur to provide the business management software to you plus the Gross Sales of your Franchised Business.
Renewal Fee	\$10,000	At the time of your renewal request.	You must meet certain criteria before we will approve any request you make to renew your franchise.

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
Transfer Fee	\$10,000	At the time of your assignment or transfer proposal.	You and your proposed transferee must meet certain other conditions before we can evaluate and/or approve any transfer proposal you make in connection with (a) your franchise or Franchise Agreement, and/or (b) any ownership interest in Franchisee (if an entity). The Transfer Fee applies to all transfers regardless of whether you are transferring the entire Franchised Business or just a portion of it (i.e., one of your Designated Territories). If you are an individual and wish to assign the franchise and Franchise Agreement to an entity that is wholly owned by you and formed for purposes of owning the Franchised Business, then we may only charge you the legal fees and other costs we incur in connection with evaluating and memorializing our consent to the assignment (and any conditions associated with the transfer). The Transfer Fee is subject to state law.
Broker Fees	Our actual cost of the brokerage commissions, finder's fees, or similar charges	As incurred in conjunction with a transfer of your Franchised Business.	If you transfer your Franchised Business to a third-party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges in addition to paying us the Transfer Fee

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
Additional Training Fee	\$500 per attendee for the applicable training at issue (each, an “Additional Training Fee”) plus lodging and travel. We do not currently charge the Additional Training Fee, but reserve the right to do so in the future.	As incurred.	We may charge you an Additional Training Fee in the following circumstances: (i) if you or one (1) of your managers/personnel that is required to complete our initial training is replaced and/or fails to complete initial training and is required to re-attend; (ii) if you request that we provide you with any additional training or otherwise request that we provide you with on-site assistance in connection with your Franchised Business; and (iii) any remedial training that we require you to attend and complete as part of the cure actions in connection with your default under the Franchise Agreement (“Remedial Training”). In other circumstances where we require you to attend additional or refresher training at our request, we will not charge you an Additional Training Fee.
Relocation Fee	Actual cost incurred by us.	As incurred.	If you receive our prior written consent to relocate the Franchised Business, you must also reimburse us for the reasonable costs and expenses that we incur in connection with evaluating and approving the proposed relocation.

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
Convention and Regional Meetings Fees	Not currently charged, but we reserve the right to charge our then-current attendance fees to attend our annual franchisee conference or convention (“Convention”), if and when established, and annual meetings between you and other franchisees in the same geographic area (“Regional Meetings”). The attendance fee for each Convention and Regional Meeting will not exceed \$3,000 per attendee.	Upon demand and payable as we determine. Currently collected via GoCardless.	We expect to conduct (i) an annual Convention and (ii) Regional Meetings each year, and your attendance at both is mandatory. You must also pay the attendance fees if you fail to attend the Convention or Regional Meetings. We reserve the right to charge our then-current attendance fee in connection with the Convention and Regional Meetings. You will also be responsible for your costs/expenses associated with attending these meetings, including the employment costs of any employees you bring with you, lodging and travel. If you fail to attend the Convention, you will pay us a non-attendance fee of \$2,000 in addition to any other remedies we have under the Franchise Agreement.
Call Center	\$290 per month	Monthly on the 1 st of each month	All franchisees must use our Call Center. You will pay us \$290 per month for use of the Call Center beginning when you open for business.

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
Sales Center	5% of the Gross Sales from the job; only incurred if we book the job for you.	As incurred and payable as we determine. Currently collected via GoCardless.	All franchisees must use our Call Center. We reserve the right to require you to utilize our Sales Center if, in our sole discretion, you are failing to timely provide quotes to customers that contact you. Our Sales Center representatives will provide quotes and make sales to your customers. If we require you to utilize our Sales Center, then you must pay us 5% of the job price for each job that we book for you.
Audit Fee ⁶	Actual cost incurred by us.	Immediately after understatement of Gross Sales is determined by our inspection.	If underreporting of sales is determined, you pay the Royalty due plus interest, along with all the costs related to performing the audit. There is no charge for the audit if sales are reported accurately.
Non-Reporting Enforcement Fee	We reserve the right to charge you an enforcement fee (“Enforcement Fee”) of \$500 in connection with each instance where you fail to (a) timely input all prospect and/or client information, contracts and/or other documents into the required business management system software, and/or (b) otherwise underreport or fail to report any Gross Sales, revenue or other information into that software system.	Immediately upon demand after an inspection has been conducted	We charge this enforcement fee specifically to underscore and highlight the importance of the required reporting and data entry you must enter into your business management software as such information becomes available.

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
Delinquency Charges and Interest ⁷	18% per year, or higher rate as permitted by applicable law	Immediately after date payment is due.	Charged on all fees and accounts receivable due to us when not paid timely. In addition to this interest, we reserve the right to charge a late fee amounting to \$500 in connection with any payment that is late or that we are not able to timely collect via your Payment Account due to insufficient funds at that time. You shall also pay \$50 for each check given or electronic transfer made that is dishonored, fails to process or is returned. A past-due balance exceeding five (5) business days may result in suspension of your right to place product orders and may result in suspension of marketing services until the account is current and the Marketing Reactivation Fee is paid.
Unauthorized Use or Disclosure	\$1,000 in addition to any other remedies we have	Upon demand	We reserve the right to charge you a penalty amounting to \$1,000 in connection with any person that fails to sign and return the Confidentiality and Restrictive Covenant Agreement.

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
Indemnification; Attorneys' Fee; Costs and Expenses of Enforcement	Damages we incur plus our attorneys' fees and related costs. Will vary according to circumstance.	Upon demand.	You must reimburse us for our attorneys' fees and other costs that we incur in connection with any claims and/or damages that we incur in connection with any third-party action or otherwise arising out of, or related to (a) your breach of misrepresentation of your Franchise Agreement, (b) management or operation of your Franchised Business, and/or (c) other specific actions or omissions on your or your representatives' part detailed more fully in your Franchise Agreement. You must also reimburse of all attorneys' fees and other costs we incur in connection with (a) enforcing the terms of the Franchise Agreement, and/or (b) any litigation we are required to initiate and/or defend against related to the Franchise Agreement, provided we prevail.

<u>Name of Fee</u>	<u>Amount¹</u>	<u>Due Date</u>	<u>Remarks</u>
Non-Compliance Fee	\$250 for first instance of non-compliance \$500 for second instance of non-compliance \$1,000 for third instance of non-compliance \$500 per week past March 1 for submitting annual financial statements	Upon demand.	You must pay us these fees if you are in default of the terms of your Franchise Agreement in addition to any other rights of ours that arise due to your default. These same fees apply when you receive customer complaints and fail to cure them per our guidelines in the Learning Management System. These fees also apply specifically to Franchisee's failure to timely submit required financial reports (including the monthly P&L, Customer-Level P&L, and year-end P&L) using the GL codes prescribed by Franchisor. Failure to provide the year-end P&L by March 1 will result in a separate fine of \$500 per week until the required documents are received and accepted in full. These fees also apply to all instances of non-compliance, including violations of brand standards, uniform and appearance requirements, and vehicle or trailer condition and branding requirements. Each instance of non-compliance with these requirements constitutes a separate infraction for purposes of the escalating fee schedule.
Marketing Reactivation Fee	\$250	Upon demand, prior to reinstatement of marketing services.	If your marketing services are suspended due to a past-due balance exceeding five (5) business days, you must pay all past-due amounts in full, commit to prepay for future marketing, and pay this reactivation fee before marketing services will be restored.

EXPLANATORY NOTES TO ITEM 6 CHART

1. **Generally.** Unless otherwise stated this Item, all fees noted in this Item 6 are uniformly imposed and are payable to us and are non-refundable. All fees due under the Franchise Agreement shall be collected by us through any method that we determine. All fees are currently collected via GoCardless. You must execute certain forms or take certain steps that authorize us to collect all fees by whatever method we determine. All fees in this Item 6 are subject to increase due to inflation up to the increase measured by the United States Consumer Price Index. We may integrate a payment processing feature into our

Business Management Software in the future. If we do, you will be required to use that for payment processing, and you will be responsible for all monthly terminal fees and payment processing fees.

2. **Gross Sales.** “Gross Sales” shall include all revenue from the sale of all products and performance of services from the Franchised Business, whether in the form of cash, credit, barter or rebates, and regardless of collection in the case of credit, and income of every kind and nature related to the Franchised Business, including any consideration that Franchisee receives from third-party vendors/suppliers. “Gross Sales” from customers shall not include monies that are collected and submitted by Franchisee for transmittal to the appropriate taxing authority. In computing the Gross Sales, Franchisee shall be permitted to deduct the amount of cash refunds to, and coupons used by customers at the time the balance is fully paid to Franchisee, if such amounts have been included in Gross Sales of the Franchised Business. Your Minimum Gross Sales, which are based on the number of Designated Territories you purchase and the length of time your Franchised Business has been in operation, are below. Your Royalty Fee is subject to a minimum equal to 7% of the applicable Minimum Gross Sales below. If, for a given month, the Royalty Fees you have paid based on your actual Gross Sales are less than 7% of the applicable Minimum Gross Sales for that month, you will pay us the difference (the “Royalty Shortfall Adjustment”) in the following month.

Minimum Gross Sales			
Period(s)	1 Designated Territory	2 Designated Territories	3 Designated Territories
First Year of Operation	\$300,000	\$350,000	\$375,000
Second Year of Operation	\$431,250	\$475,000	\$575,000
Third Year of Operation	\$506,250	\$600,000	\$725,000
Fourth Year of Operation	\$531,563	\$700,000	\$800,000
Fifth Year of Operation	\$558,141	\$735,000	\$860,000
Sixth Year of Operation	\$586,048	\$771,750	\$924,500
Seventh Year of Operation	\$615,350	\$810,338	\$993,838
Eighth Year of Operation	\$646,118	\$850,854	\$1,068,375
Ninth Year of Operation	\$678,423	\$893,397	\$1,148,503
Tenth Year of Operation	\$712,345	\$938,067	\$1,234,641

3. **Marketing Expenses (Local Advertising Requirement and Brand Fund Contribution).** You must spend a minimum annual amount on local advertising for your Franchised Business (“Local Advertising Requirement”). You are required to spend 65% of your Local Advertising Requirement on digital marketing (“Digital Marketing Spend” or “DMS”), exclusive of any digital marketing management fees charged by us or an Approved Supplier, on a monthly basis. You must also pay us a Brand Fund Contribution each month. The Local Advertising Requirement and Brand Fund Contribution are reflected in the charts below, based on the number of Designated Territories you purchase.

Marketing Expenses <u>One Designated Territory</u>		
Period	Annual Local Advertising Requirement	Annual Brand Fund Contribution (collected monthly)
First Year of Operation	\$40,000	\$9,000
Second Year of Operation	\$46,000	\$12,938
Third Year of Operation	\$54,000	\$15,188
Fourth Year of Operation	\$56,700	\$15,947
Fifth Year of Operation	\$59,535	\$16,744
Sixth Year of Operation	\$62,511.75	\$17,581
Seventh Year of Operation	\$65,637.34	\$18,461
Eighth Year of Operation	\$68,919.20	\$19,384
Ninth Year of Operation	\$72,365.16	\$20,353
Tenth Year of Operation	\$75,983.42	\$21,370

Marketing Expenses <u>Two Designated Territories</u>		
Period	Annual Local Advertising Requirement	Annual Brand Fund Contribution (collected monthly)
First Year of Operation	\$40,000	\$10,500
Second Year of Operation	\$60,000	\$14,250
Third Year of Operation	\$72,000	\$18,000
Fourth Year of Operation	\$75,600	\$21,000
Fifth Year of Operation	\$79,380	\$22,050
Sixth Year of Operation	\$83,349	\$23,153
Seventh Year of Operation	\$87,516.45	\$24,310
Eighth Year of Operation	\$91,892.27	\$25,526
Ninth Year of Operation	\$96,486.89	\$26,802
Tenth Year of Operation	\$101,311.23	\$28,142

Marketing Expenses <u>Three Designated Territories</u>		
Period	Annual Local Advertising Requirement	Annual Brand Fund Contribution (collected monthly)
First Year of Operation	\$40,000	\$11,250

Second Year of Operation	\$64,000	\$17,250
Third Year of Operation	\$80,000	\$21,750
Fourth Year of Operation	\$96,000	\$24,000
Fifth Year of Operation	\$100,800	\$25,800
Sixth Year of Operation	\$105,840	\$27,735
Seventh Year of Operation	\$111,132	\$29,815
Eighth Year of Operation	\$116,688.60	\$32,051
Ninth Year of Operation	\$122,523.03	\$34,455
Tenth Year of Operation	\$128,649.18	\$37,039

4. **Initial Marketing Investment.** You must spend the below amounts on the initial marketing of your Franchised Business during the first two months of each of the below respective periods:

Period	Initial Marketing for 1 Designated Territory	Initial Marketing for 2 Designated Territories	Initial Marketing for 3 Designated Territories
During Your First Year of Operation	\$30,000	\$30,000	\$30,000
During Your Second Year of Operation			\$10,000

5. **Audit Costs.** Following an audit, if we find you have underreported Gross Sales, you will pay the Royalty Fee and all other past amounts due under the Franchise Agreement due to your underreporting, as well as interest and all our costs associated with conducting the audit. Audit costs vary depending upon where you are located, the condition of your financial records, what we audit and when. Previous audit costs alone range between \$1,000 and \$3,000 and could be more. There are no audit costs to you if your records, reports and payment are in order and current.
6. **Late Fees.** Late fees begin from the date payment was due, but not received, or date of underpayment.
7. **Payment Period and Method.** We may, in our sole discretion, change your payment schedule with respect to the Royalty Fee and any other amounts due to us or our affiliates under your Franchise Agreement (i.e., modifying monthly payment to weekly), or require you to use any other method of payment, upon thirty (30) days written notice to you. Currently, all fees are collected via GoCardless, and you must take all necessary steps to authorize us and GoCardless to automatically collect fees from you. We may integrate a payment processing feature into our Business Management Software in the future. If we do, you will be required to use that for payment processing, and you will be responsible for all monthly terminal fees and payment processing fees.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement (One Designated Territory)

Type of Expenditure ⁽¹⁾	Amount Low	Amount High	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ⁽²⁾	\$60,000	\$60,000	Lump sum	Upon signing of a Franchise Agreement	Us
Initial Training Fee ⁽³⁾	\$15,000	\$15,000	Lump sum	Upon signing of a Franchise Agreement	Us
Initial Marketing Investment ⁽⁴⁾	\$30,000	\$30,000	Lump sum	Upon signing of a Franchise Agreement	Us, Affiliate and/or other Approved Supplier
Bookkeeping Service (Setup & First 3 Months) ⁽⁵⁾	\$2,000	\$2,500	As agreed	As agreed	Approved Suppliers
Business Management Software (First 3 Months)	\$1,200	\$1,200	As agreed	Monthly after opening for business	Us
Roof-Pal (First 3 Months)	\$150	\$150	As agreed	Monthly after opening for business	Us
Call Center (First 3 Months)	\$870	\$870	Lump sum	Monthly after opening for business.	Us
Equipment ⁽⁶⁾	\$32,500	\$40,000	Lump sum	As agreed	Us and Approved Suppliers
Production Supplies Kit ⁽⁷⁾	\$3,000	\$5,000	Lump sum	Prior to opening	Us and Approved Suppliers
Sales Kit ⁽⁸⁾	\$3,000	\$4,000	Lump sum	Prior to opening	Us and Approved Suppliers
Pick-Up / Approved Vehicle Package ⁽⁹⁾	\$4,000	\$7,500	Lump sum	As agreed	Approved Supplier
Permits, Deposits, Business Licenses, Legal and Accounting Fees ⁽¹⁰⁾	\$2,000	\$3,500	As agreed	As incurred	State and regulatory agencies and third-parties.
Travel and Living Expenses during Initial Training ⁽¹¹⁾	\$2,000	\$3,500	As agreed.	As incurred	Third-parties.
Insurance ⁽¹²⁾	\$5,000	\$10,000	As agreed.	As incurred	Insurance carrier.
Marketing Kit ⁽¹³⁾	\$3,500	\$5,000	Lump sum.	Upon signing of a Franchise Agreement	Approved Supplier(s) and Us
Storage Space (First 3 Months) ⁽¹⁴⁾	\$1,500	\$3,000	As agreed.	After lease is signed	Landlord/Storage Space
Computer Hardware ⁽¹⁵⁾	\$1,000	\$2,000	As agreed.	As incurred	Us
Approved Vehicle –Lease Payments for 3 Months ⁽¹⁶⁾	\$2,500	\$3,500	As agreed.	As incurred	Third-Party Lessor

Type of Expenditure ⁽¹⁾	Amount Low	Amount High	Method of Payment	When Due	To Whom Payment is to be Made
Home Show Booth ⁽¹⁷⁾	\$5,000	\$8,000	Lump sum.	As agreed	Us or Approved Supplier
Mobile Services Unit ⁽¹⁸⁾	\$2,000	\$15,000	As agreed	As agreed	Approved Suppliers
Additional Funds for First 3 Months ⁽¹⁹⁾	\$25,000	\$35,000	As agreed.	As incurred	Personnel; Approved Suppliers; Lessor of Equipment Package; Third-Party Suppliers; Us; Etc.
TOTAL	\$201,220	\$254,720			

EXPLANATORY NOTES:

1. **Generally.** This is the estimated initial investment range to initially launch and operate a single Franchised Business for a period of three (3) months in accordance with the standard franchise offering disclosed in this Disclosure Document and our System, and this estimate assumes you will timely commence operations of your Business within the time period stated in your Franchise Agreement. Unless otherwise stated in this Item or the applicable payee agrees otherwise with you, the amounts paid in connection with your initial investment are non-refundable.

Please note that our standard franchise offering assumes and expects that you will: focus your initial operations on the provision of the Approved Services that all System franchisees may and must offer and provide as part of their Franchised Business during the initial period of operations that the Chart and estimated investment range is required to cover under the Rule.

Neither we nor our affiliates finance any part of your initial investment.

2. **Initial Franchise Fee.** The Initial Franchise Fee you must pay to us upon execution of your Franchise Agreement is detailed more fully in Item 5 of this Disclosure Document. If you do not complete our initial training program to our satisfaction, we may terminate the franchise agreement and return the Initial Franchise Fee and 50% of the Training Fee to you in exchange for a release and confidentiality agreement. If you withdraw from our initial training program or do not complete our initial training program, the Initial Franchise Fee is non-refundable.
3. **Initial Training Fee.** This is our current Initial Training Fee that is paid to us to help defray the costs and expenses that are incurred in connection with the initial training we provide to you prior to you commencing operating your Franchised Business and for the two years after you commence operation, including the initial training program that you (or, if you are entity, your operating principal) and, if appropriate, manager that you designate to handle the day-to-day operations of your Franchised Business and that we approve (a “Designated Manager”). With that said, our standard franchise offering assumes that you or, if applicable, your operating principal will be directly managing the day-to-day operations of the Franchised Business over at least the first full year of operations.

4. **Initial Marketing Investment.** Prior to opening, you will pay us your total Initial Marketing Investment of at least \$30,000, which we will pay to our approved or designated third-party suppliers for marketing services.
5. **Bookkeeping Service.** You must use our designated supplier, currently Acute, for bookkeeping services. This estimate includes the registration fee and the first three months of the monthly fee.
6. **Equipment.** This estimate includes the cost of the exterior roofing equipment that you are required to obtain in connection with the operation of the Franchised Business.
7. **Production Supplies Kit.** Prior to opening, you must purchase a “Production Supplies Kit” from us, which includes everything you need to complete your initial production training jobs.
8. **Sales Kit.** Prior to opening, you must purchase a “Sales Kit” from us, consisting of sample boards, bags, polos, other clothing needs, and more.
9. **Pick-Up / Approved Vehicle Package.** This estimate includes the cost associated with getting your Mobile Services Unit branded with wrap and/or other design we designate from our designated or approved supplier. You must use our designated suppliers for your vehicle branding and wrapping.
10. **Permits, Business Licenses, Legal and Accounting.** You are required to obtain all business licenses, permits, certificates or approvals before you start your business. Local, municipal, county, and state regulations vary on what licenses and permits are required by you to operate. You are solely responsible for researching all laws applicable to where your Franchised Business is operated to determine what licenses and permits are necessary. You may need the assistance of an attorney, accountant or other consultants to assist in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rate of attorneys’, accountants’, and consultants’ fees. These fees are typically not refundable.
11. **Travel and Living Expenses During Initial Training.** This is the range designed to cover the travel and living expenses, including lodging, airfare, and meals, which you will incur to attending the Initial Training Program. The cost you incur will vary depending on factors such as distance traveled, mode of transportation, travel preferences, nature of accommodations, per diem expenses, and the number of persons who attend training.
12. **Insurance.** Your costs for insurance will vary depending on your market, the amount of coverage you select, your insurance carrier, and other factors. This is an estimate of insurance premiums for the initial three (3) months of business operation.
13. **Marketing Kit.** The Marketing Kit is described more fully in Item 5 of this Disclosure Document.
14. **Storage Space (First 3 Months).** Prior to opening for business, you must lease a small storage space. We expect that you will not secure this space until just prior to opening, so we have included your first three months of payments.
15. **Computer Hardware.** This range is intended to cover the estimated cost of an iPad, cell phone, printer, and laptop computer. The lower estimate assumes you already own some of the required items. The high end assumes you will have to purchase each.
16. **Approved Vehicle – Lease Payments for 3 Months (if needed).** Low end assumes you already have a vehicle that can tow the Mobile Services Unit and that otherwise meets our System standards and

specifications for use in connection with a franchised Business. High end assumes you will be required to lease such a vehicle that meets our System standards and specifications from a third-party lessor and is designed to cover the estimated lease payments over your first three (3) months of operation.

17. **Home Show Booth.** This estimate includes the cost to purchase the Home Show Booth that you will use in connection with trade shows.
18. **Mobile Services Unit.** The low end assumes that you will lease the Mobile Services Unit and the high end assumes you will purchase the Mobile Services Unit. You must use our designated suppliers for your Mobile Services Unit.
19. **Additional Funds – 3 Months.** We recommend that you have a minimum amount of working capital available to cover certain expenses incurred before you open and in your first three (3) months of operation, including operating expenses, vehicle payments and salaries. You will need to have sufficient capital to cover employment costs for your Franchised Business. You must be prepared to reorder inventory and supplies as necessary and to cover the costs of operations. We cannot guarantee that you will not have additional expenses. We cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically not refundable. This estimate is for your business expenses only and does not account for sales revenue from operations used to pay these costs. This estimate for “Additional Funds” does not include any of your personal living expenses, and does not include any fees associated with debt services. This range does not include any draw or salary for you. We based this estimate on the experience of some of our affiliate’s Spray-Net franchisees who have offered Liqua-Roof products and services.

B. Franchise Agreement (Multiple Designated Territories)

Type of Expenditure ⁽¹⁾	Amount Low	Amount High	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$110,000 (for 2 Designated Territories)	\$135,000 (for 3 Designated Territories)	Lump sum.	Upon signing of a Franchise Agreement	Us
Initial Investment associated with Franchised Business ⁽¹⁾	\$141,220	\$194,720	Please see Table in Part A of this Item 7 for additional information on this investment. Does not include Initial Franchise Fee (included in row above).		
Total	\$256,220 (for 2 Designated Territories)	\$329,720 (for 3 Designated Territories)			

EXPLANATORY NOTES:

1. **Initial Investment associated with Franchised Business.** This range does not include the Initial Franchise Fee for a single Designated Territory because that is accounted for in the Initial Franchise Fee in the top row of this Table.

The Notes following Chart A in this Item 7 are also applicable to this offering.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformance with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing when we evaluate your proposed location for the Franchised Business during training, before you conduct your Initial Marketing Contribution, during on-site opening assistance, during periodic visits to your Franchised Business and through periodic bulletins and our brand's Learning Management System and other proprietary guidelines and writings that we prepare for your use in connection with the Franchised Business and System. We may periodically change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Services and Approved Products

You may only market, offer, sell and provide the Approved Services utilizing the Approved Products in connection with your Franchised Business operations, and such products/services must be provided in a manner that meets our System standards and specification. We will provide you with a list of our then-current Approved Services and Approved Products, along with certain product standards and specifications, as part of our Learning Management System or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

As a System franchisee, you will be solely responsible for storing and preparing any Proprietary Products or other inventory for use in connection with providing the Approved Services once those products are delivered to you.

If you wish to offer any product or service in your Franchised Business other than our Approved Services and Approved Products, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Approved Suppliers

We have the right to require you to purchase or lease any items or services necessary to operate your Franchised Business, including but not limited to equipment, fixtures, inventory, and paper goods, from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of our Manual or otherwise in writing, and we may update or modify this list as we deem appropriate.

As of the Issuance Date, we have Approved Suppliers for the following items: (i) the business management software and certain other required software that you must license and use in connection with your Franchised Business (collectively, the "Required Software"); (ii) equipment (including Mobile Services Unit) that we expect, and our standard offering assumes, you will lease from a third-party lessor we approve or authorize; (iii) the Marketing Kit, Production Supplies Kit, and Sales Kit; (iv) supplies such as resin and granules; (v) vehicle signage and related installation; and (vi) all or some of the marketing, advertising and promotional materials and services on which you must expend your Local Advertising Requirement and Initial Marketing Investment; (vii) home show booth; (viii) call center and sales center; (xiv) accounting software (QuickBooks); (xv) bookkeeping services (Acute or BDO); and (xvi) time and labor cost tracking (QuickBooks).

As of the Issuance Date, be advised that: (i) SN Distribution is the designated supplier for Proprietary Products and some inventory/supplies necessary to provide the Approved Services and/or operate the Franchised Business, including resin and granules, preparatory products, and branded tape and supplies; and (ii) we are the designated supplier for (a) the Marketing Kit, Production Supplies Kit, and Sales Kit, (b) our System-associated business management software, and (c) certain digital and other marketing management services on which you must expend a portion of your Initial Marketing Investment and Local Advertising Requirement.

Except as provided above, neither we nor our affiliates are the designated or Approved Supplier for any item or service you are required to purchase or lease in connection with the establishment and/or ongoing operation of your Franchised Business. Carmelo Marsala and David Garofano own interests in Groupe Spray-Net and, through its subsidiaries, including SN Distribution, will indirectly derive revenue from required franchisee purchases. Except as stated above, none of our officers owns an interest in any of our Approved Suppliers.

Non-Approved Product/Service and Alternative Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business other than the Approved Services (which includes the Proprietary Products); or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 30 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (but are not required to) make it available to you upon request. Each supplier that we approve of must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we incur any costs in connection with testing a particular product or evaluating an unapproved supplier at your request, you must reimburse us for our reasonable testing costs, regardless of whether we subsequently approve the item or supplier. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Proprietary Marks. The revocation of a previously approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Required Purchases and the Right to Derive Revenue

We estimate that the costs of your purchases from designated or approved suppliers, or according to our standards and specifications, may range from 90% to 95% of your total purchases in connection with the establishment of your Franchised Business, and between 35% and 45% of your ongoing expenses. We may designate sources for additional goods and services, we may receive revenue, rebates, commission or other material consideration from franchisee purchases.

We derive revenue as a result of required purchases or leases by you in accordance with specifications or standards required by us, or from suppliers approved by us. Except as noted above, there are no goods or services required in the operation of the outlet for which we or persons affiliated with us are the only approved suppliers. We currently receive rebates from suppliers amounting to approximately 2-3% of the purchase price our franchisees pay them. We did not receive any rebates from suppliers in 2025. We and our affiliates did not derive any revenue from required franchisee purchases in 2025.

Franchisee Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Insurance Requirements

We require you to procure the following types of insurance and applicable amounts of coverage:

1. Commercial general liability insurance, including personal injury, completed operations, contractual liability, and products liability, in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and not less than Two Million Dollars (\$2,000,000) per occurrence for property damage, and naming us as an additional insured in each such policy or policies;
2. Fire, vandalism, and extended coverage insurance with primary and excess limits of not less than the full replacement value of the premises of the Franchised Business and its furniture, fixtures, and equipment;
3. Auto insurance for any Approved Vehicle used in connection with operating the Franchised Business, including Franchisee-owned vehicles and non-Franchisee-owned vehicles, which will include liability coverage in the minimum amount of Two Million Dollars (\$2,000,000) per year, as well as commercial auto insurance for Franchisee-owned vehicles, which will include collision and comprehensive coverage as well as liability coverage in the minimum amount of \$250,000 per person and \$500,000 per accident per year, or the minimum required by state regulations, whichever is greater;
4. Employer's liability, workers' compensation insurance and such other insurance as may be required by statute or rule of the state or locality in which the Franchised Business is located and operated;
5. Business interruption insurance in amounts and with terms acceptable to us; and
6. Such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 11 of the Franchise Agreement.

You must buy insurance only from carriers rated A-VIII or better by A.M. Best and Company, Inc. (or similar criteria as we periodically specify), unless we designate specific carriers from which you must purchase coverage (in which case you may only purchase from the designated carrier(s)). We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or

standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies you purchase must name us and any affiliate(s) we designate as additional insureds and provide for thirty (30) days' prior written notice to us of a policy's material modification or cancellation. The cost of your premiums will depend on the insurance carrier's charges, terms of payment, and your insurance and payment histories. You must make timely delivery of certificates of all required insurance to us, each of which must contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days' prior written notice to us.

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 areas of this Disclosure Document

Obligation	Section in the Franchise Agreement	Item Number in this Disclosure Document
a. Site selection and acquisition/lease	Sections 2(B), 2(C), 5(E), and 6(A) and Exhibit A	Items 11 and 12
b. Pre-opening purchases/leases	Sections 6(B), 6(G), 6(I) and 6(J)	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 6(C), 6(D) and 6(E)	Items 6, 7 and 11
d. Initial and ongoing training	Sections 5(A), 5(B), 5(C) and 5(G)	Items 6, 7 and 11
e. Opening	Section 6(C)	Items 7 and 11
f. Fees	Section 4(A)	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Sections 5(D), 6 and 8	Items 8 and 16
h. Trademarks and proprietary information	Section 7	Items 13 and 14
i. Restrictions on products/services offered	Sections 6(F), 6(J), 6(K), 6(L) and 6(S)	Items 8 and 16
j. Warranty and customer service requirements	Section 6(T)	Item 16
k. Territorial development and sales quotas	Sections 2(C) and 6(Z)	Item 12
l. Ongoing product/service purchases	Sections 6(G), 6(H), 6(K), 6(I) and 6(J)	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 3(B)(7) and 6(G)	Items 6 and 17
n. Insurance	Section 11	Items 6, 7 and 8
o. Advertising	Sections 5(F), 5(H) and 9	Items 6, 7 and 11
p. Indemnification	Sections 7(P) and 12(B)	Item 6
q. Owner's participation/management/ staffing	Sections 6(V) and 6(Y)	Item 15
r. Records and reports	Sections 4(D) and 10	Item 11

Obligation	Section in the Franchise Agreement	Item Number in this Disclosure Document
s. Inspections and audits	Sections 5(L), 6(C), 6(K) 6(R), 6(U), 10(b) and 10(G)	Items 6, 11 and 13
t. Transfer	Section 13	Item 17
u. Renewal	Section 3(B)	Item 17
v. Post-termination obligations	Sections 14(B) and 16	Item 17
w. Non-competition covenants	Section 14	Item 17
x. Dispute resolution	Section 21	Item 17

ITEM 10 FINANCING

We do not offer direct or indirect financing. We will not guarantee your note, 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 Obligations

Before the opening of your Franchised Business, we (or our designee) are required by the Franchise Agreement to provide the following assistance and services to you.

1. We designate your Designated Territory(-ies) to operate your Franchised Business in the “Data Sheet” attached to your Franchise Agreement as an Exhibit. (Franchise Agreement, Exhibit “A”).

2. Prior to you attending your required initial training, we will provide you access to the “Learning Management System,” which contains mandatory and suggested specifications, standards and procedures. The Learning Management System is confidential and remains our property. We may modify the Learning Management System. (Section 5(D), Franchise Agreement). The Learning Management System is in digital format on a web platform and not a traditional paper or PDF format. However, we have attached the Table of Contents of the Learning Management System to this Disclosure Document as Exhibit B. The Learning Management System currently comprises approximately 22 Folders and 11 Files on the digital platform.

3. We will, after receiving your payment, provide you with the Marketing Kit, which includes an initial set of business supplies, such as marketing brochures, uniforms and business cards. If you need additional supplies or materials included in the Marketing Kit, you must pay for those additional items. (Section 4(A)(4), Franchise Agreement).

4. We will, after receiving your payment, provide you with the Production Supplies Kit, which includes everything you need to complete your initial production training jobs. (Section 4(A)(4), Franchise Agreement).

5. We will, after receiving your payment, provide you with the Sales Kit, which includes sample boards, bags, polos, other clothing needs and more. (Section 4(A)(4), Franchise Agreement).

6. We will assist you with providing specifications for your equipment and Mobile Services Unit and our designated supplier. (Section 6(G), Franchise Agreement).

7. We provide you with written specifications and guidelines for opening inventory and supplies, some of which will be purchased from our required or approved suppliers per our specifications. (Section 4(A), Franchise Agreement).

8. We provide an initial training program for you or, if you are not an individual, your Designated Manager, and up to one (1) additional person at our headquarters or other location chosen by us for up to 5 business days. (Section 5(A)(1), Franchise Agreement). You must pay for airfare, lodging, meals, ground transportation, salaries and benefits (for your employees), and any other personal expenses for yourself and any additional attendees incurred during this time. We will also provide you with up to three (3) business days of sales training (typically between 2 and 3 days), along with five (5) business days of production training at your location for you and your staff. Please see below in this Item 11 under the heading "Training" for additional information.

9. We provide you with recommendations and advice on pre-opening and grand opening marketing and advertising for your Franchised Business. (Section 9(A), Franchise Agreement).

10. We provide you with guidance, strategy and advice for pre-opening your Franchised Business at your reasonable request during our regular business hours via the telephone, email or other means we determine. (Section 9(A), Franchise Agreement).

11. We provide you with assistance in connection with your initial marketing, subject to you paying us and/or Approved Suppliers that appropriate portions of your Initial Marketing Investment. (Section 9(C), Franchise Agreement).

We are not required to provide any other service or assistance before you open your Franchised Business.

Continuing Obligations

During the term of the Franchise Agreement we (or our designee) will (or, if applicable, may) provide the following assistance and services to you:

1. We provide you advice and consultation, as we believe is necessary, regarding the continuing operation and management of your Franchised Business. (Section 5(G), Franchise Agreement). There are no separate charges for these services.

2. We make available to you information regarding any new product, service or suppliers or any updated methods of doing business. (Section 5(G)(3), Franchise Agreement). There are no separate charges for these services.

3. We make a representative reasonably available to you via the telephone or email during our normal business hours as we determine is necessary to discuss your Franchised Business and marketing strategy or advice for your Franchised Business. You are responsible for any applicable charges, which may apply for such additional assistance and/or resources (Section 5(C)(2) and 5(G)(1), Franchise Agreement).

4. We may develop new services, products and offerings from time to time that may be used by you in your Franchised Business. (Section 5(G)(3), Franchise Agreement).

5. We may choose to provide you with continuing national, regional or local workshops and seminars that we hold in our discretion. (Sections 5(C), Franchise Agreement).

6. We, an affiliate or a third party we select may provide you with call center and sales center services and/or other referral services. (Section 5(Q), Franchise Agreement).

7. We, an affiliate or a third party we select will administer and manage the Fund as we determine appropriate, if and when created. (Section 4(A)(5), Franchise Agreement).

8. We may offer you guidelines on pricing for Approved Products and Approved services. To the extent permitted under applicable law, you must use commercially reasonable efforts to follow our general pricing guidelines, including any promotional prices set by us for a particular Approved Product or Approved Service. As an independent contractor, however, you may exercise flexibility in meeting competition with respect to the pricing of the Approved Products and Approved Services. Otherwise, we do not set minimum or maximum prices at which you must sell the Approved Products and Approved Services. (Section 6(S), Franchise Agreement).

We reserve the right, in our discretion, to delegate some or all of our pre-opening and continuing obligations under the Franchise Agreement to a regional director franchisee with regional responsibility over the geographic area in which you operate your Liqua-Roof Franchise. These obligations may include, but are not limited to, initial and ongoing training, and operations support.

Advertising and Marketing

Generally

All advertising and promotion that you use in connection with your Franchised Business must be approved by us and conform to the standards and requirements that we specify. We may make available to you from time to time, at your expense, certain promotional materials, including digital content, social media and other “profile” templates, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials. Subject to applicable laws, you must participate in certain promotions and advertising programs that we establish as an integral part of our System, provided these activities do not contravene regulations and laws of appropriate governmental authorities. (Franchise Agreement, Section 9(A)).

If you wish to use any advertising or promotional materials other than those that we have previously approved or designated within the preceding 12 months, then you must submit the materials you wish to use to us for our prior written approval at least 20 days prior to publication. We will use commercially reasonable efforts to notify you of our approval or disapproval of your proposed materials within 15 days of the date we receive the materials from you. If you do not receive our written approval during that time period, however, the proposed materials are deemed disapproved and you may not use such materials. Once approved, you may use the proposed materials for a period of 90 days, unless we: (i) prescribe a different time period for use; or (ii) require you to discontinue using the previously-approved materials in writing. We may require you to discontinue the use of any advertising or marketing material, including materials we previously approved, at any time. (Franchise Agreement, Section 9(B)). Except as otherwise provided in this Item, we are not required to spend any amount on advertising in your Designated Territory.

Local Advertising Requirement

You must expend certain minimum amounts on advertising and promoting the Franchised Business, based on the number of Designated Territories that you purchase and the length of time your Franchised Business

has been in operation, within the Designated Territory(ies) in accordance with the advertising/marketing plan that we approve. You must annually spend the following amounts pursuant to the Local Advertising Requirement:

Annual Local Advertising Requirement			
Period	One Designated Territory	Two Designated Territories	Three Designated Territories
First Year of Operation	\$40,000	\$40,000	\$40,000
Second Year of Operation	\$46,000	\$60,000	\$64,000
Third Year of Operation	\$54,000	\$72,000	\$80,000
Fourth Year of Operation	\$56,700	\$75,600	\$96,000
Fifth Year of Operation	\$59,535	\$79,380	\$100,800
Sixth Year of Operation	\$62,511.75	\$83,349	\$105,840
Seventh Year of Operation	\$65,637.34	\$87,516.45	\$111,132
Eighth Year of Operation	\$68,919.20	\$91,892.27	\$116,688.60
Ninth Year of Operation	\$72,365.16	\$96,486.89	\$122,523.03
Tenth Year of Operation	\$75,983.42	\$101,311.23	\$128,649.18

As of the Issuance Date, we require you to expend your Local Advertising Requirement funds on our Approved Suppliers (currently, third-parties directly with the right – but not obligation – to use us for certain services) for our System-approved marketing/advertising campaigns and related services/content. We reserve the right to require that you expend any portion of these funds on (a) products or services we direct or approve, or (b) services that you must acquire from an Approved Supplier (which currently includes us).

We must approve all advertising in writing before it is used in connection with the Franchised Business, including all use of the Proprietary Marks. (Franchise Agreement, Section 9). We do not require you to participate in local or regional advertising cooperatives or reserve the right to require such participation.

You must spend at least sixty-five percent (65%) of your applicable Local Advertising Requirement, which is based on the number of Designated Territories you purchase and the length of time your Franchised Business has been in operation, on monthly digital marketing services (the “Digital Marketing Spend”). For the avoidance of doubt, this 65% minimum is exclusive of, and does not include, any digital marketing management fees charged by us or an Approved Supplier. We may also require you to pay us or an affiliate a digital marketing management fee of up to \$1,000 per month for managing your digital marketing/advertising and the related Approved Suppliers, as described in Item 6.

Initial Marketing Investment

Prior to the opening of your Franchised Business, you must expend at least \$30,000 on your Initial Marketing Investment. We will collect between \$1,000 and \$5,000 of these funds directly from you at the time you execute your Franchise Agreement or other time we designate prior to the opening of your Franchised Business. You must spend your Initial Marketing Investment during the first year of operation of your Franchised Business, after which your Local Advertising Requirement will continue. We may

require that you expend any portion of your Initial Marketing Investment on marketing/advertising/promotional services and/or items that must be sourced from one (1) or more of our then-current Approved Suppliers. If you purchase additional Designated Territories, or extend into a second year of operation, your Initial Marketing Investment will be as follows:

Period	Initial Marketing for 1 Designated Territory	Initial Marketing for 2 Designated Territories	Initial Marketing for 3 Designated Territories
During Your First Year of Operation	\$30,000	\$30,000	\$30,000
During Your Second Year of Operation			\$10,000

Brand Development Fund

We have established a brand development Fund for the benefit of the System and brand generally. Your required monthly Fund Contribution is 2% of your Gross Sales, subject to a minimum amount based on the number of Designated Territories that you purchase and the length of time your Franchised Business has been in operation. Your monthly Fund Contribution is equal to the applicable amount for “Annual Fund Contribution” in the below chart divided by twelve (12).

Annual Fund Contribution			
Period	One Designated Territory	Two Designated Territories	Three Designated Territories
First Year of Operation	\$9,000	\$10,500	\$11,250
Second Year of Operation	\$12,938	\$14,250	\$17,250
Third Year of Operation	\$15,188	\$18,000	\$21,750
Fourth Year of Operation	\$15,947	\$21,000	\$24,000
Fifth Year of Operation	\$16,744	\$22,050	\$25,800
Sixth Year of Operation	\$17,581	\$23,153	\$27,735
Seventh Year of Operation	\$18,461	\$24,310	\$29,815
Eighth Year of Operation	\$19,384	\$25,526	\$32,051
Ninth Year of Operation	\$20,353	\$26,802	\$34,455
Tenth Year of Operation	\$21,370	\$28,142	\$37,039

The Fund Contribution is on the first day of each month. The Fund Contribution is deemed fully earned and nonrefundable upon payment.

We will administer and use the Fund to meet certain costs related to maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System. We will designate all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may also be used to cover the costs and fees associated with: preparing and producing video, audio, and written materials and electronic media; website maintenance and development, internet advertising, administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, website, radio and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may be used for advertising materials/campaigns in printed materials or on radio or television for local, regional or national circulation, internet regional or national advertising, as we deem appropriate in our discretion. We and/or a regional or national advertising agency may be used to produce all advertising and marketing. (Franchise Agreement, Section 9(E)).

We will account for the Fund contributions separately from our other funds and not use the Fund for any of our general operating expenses, except to compensate us for the reasonable salaries, administrative costs, third-party costs, travel expenses and overhead we incur in administering the Fund and its programs, including conducting market research, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund contributions. The Fund is not our asset or a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use interest earned on Fund contributions to pay costs before spending the Fund's other assets. We will not use Fund contributions for advertising that principally is a solicitation for the sale of franchises, except that we may use/display the phrase "Franchises Available" on any and all advertising/marketing that is covered by the Fund. We will prepare an unaudited, annual statement of Fund collections and costs and give it to you upon written request. We may incorporate Fund or operate it through a separate entity if we deem appropriate. Our affiliate-owned Centers may, but will not be obligated to, contribute to the Fund if and when established. We may use Fund Contributions to cover portions of advertising, marketing and other campaigns that involve other regions where our affiliates have offered and sold franchises (currently, Canada), and will typically cover portions of such expenses with the appropriate Fund(s) that exist in the region(s) at issue (if any).

We are not required to spend any of your Fund Contributions in the Designated Territory you are granted under your Franchise Agreement, and we will provide you with an accounting of the Fund within 120 days after our fiscal year end (upon your written request). We are not required to have the Fund audited, but we may do so and use the Fund Contributions to pay for such an audit. If we do not spend all Fund Contributions in a given year, we may roll over any excess contributions into the Fund for use during the following year. We will have the right to modify or discontinue the Fund, as we deem appropriate in our sole discretion. (Franchise Agreement, Section 9(E)).

During our fiscal year ending December 31, 2025, we did not expend any amount of Fund Contributions.

Franchise Advertising Council

We may establish an advertising council (the “Franchise Advertising Council”) in the United States. The Franchise Advertising Council would serve, once established, in an advisory capacity to us with respect to certain advertising expenditures, including providing advice/guidance on how to administer the Fund. At our discretion, the Franchise Advertising Council may be comprised of our management representatives, employees, you and/or other franchisees in the System. All members of the Franchise Advertising Council shall be volunteers approved by us. We will have the right to modify or dissolve a Franchise Advertising Council at any time. (Franchise Agreement, Section 9(F)).

Online Directories

As another means of advertising, you must ensure that the Franchised Business is listed in appropriate Internet-based telephone directories that we designate. You must ensure that your Franchised Business has a dedicated telephone line that is not used for any other purpose.

Computer System Hardware and Software

You must purchase and use any hardware and software programs we require. You must purchase and use all of the hardware and software set forth below in connection with the operation of the franchised business. You must own the Hardware that meets our specifications (“Computer System”). The estimated cost for the Computer System hardware is approximately \$1,000 to \$2,000 (based on whether or not you already own and can utilize certain of this hardware, which is disclosed more fully in Item 7 of this Disclosure Document).

You must keep your Computer System in good maintenance and repair and install such additions, changes, modification, substitutions, and/or replacements to the Computer System as we direct from time to time in writing. While we do not require you to enter into any kind of support or maintenance contract in connection with any Required Software or other Computer System component, we estimate that you could expend between \$500 and \$1,500 annually on these kinds of contracts, as well as any updates or upgrades, associated with the current System components.

We currently require franchisees to use Roofr, or such other business management, estimating, and project tracking platform as we may designate from time to time, as part of our System's technology requirements (the “Required Software”). The cost of the Required Software is covered in whole or in part by the BMS Fee disclosed in Item 6. We reserve the right to change the Required Software or the platforms we designate at any time upon reasonable notice to you.

You must use our designated cloud-based business management software (“Business Management Software”) on your Computer System, which you must currently license from us or our designated Approved Supplier. The cost of the Business Management Software is currently \$400/month as of the Issuance Date, plus 0.25% of Gross Sales generated by the Franchised Business.

You must license certain Required Software from the appropriate third-party providers/licensors that is necessary to operate your Franchised Business, such as (a) online accounting software with payroll capabilities, (b) email, (c) GPS functionality (if required by us in the future or you wish to implement to track your Mobile Services Unit), and (d) software designed to afford your Franchised Business a “vanity number” that will be displayed when calling customers. As of the Issuance Date, you must license this software from third-parties.

Our Approved Supplier(s) for certain software may provide normal system maintenance and updates for the software from time to time. We or our approved supplier may upgrade the software from time to time. However, we are under no obligation to provide you with any ongoing service related to the software. We

reserve the right to require you, at your expenses and in the time frame determined by us to update, upgrade or change the Computer System and software you use in the Franchised Business to conform to new standards or specifications. As technology improves, you will be required to upgrade your Computer System to conform or purchase a new Computer System. No contractual limit exists on the frequency or cost of this obligation.

We may revise our specifications at any time in our discretion. We do not provide technical support for your Computer System or software. You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by such communications and computer-related problems. The Computer System and software that you utilize for the Franchised Business will store financial and performance data related to the operation of your Franchised Business, including communications, and data related to your customers. You must grant us independent access to the Computer System and other software we require you to use, and there is no limitation on our ability to access the data generated and stored by these systems.

Customer Warranty

You must provide to your customers the Customer Warranty found in the Learning Management System, which may be (a) modified from time to time, and/or (b) include a specific durational warranty on certain Proprietary Products and their application/installation (i.e., a 15-year warranty against granule loss).

Home Office or Otherwise

We do not currently require that you operate your Franchised Business from a warehouse or other industrial space, and our standard franchise offering assumes that you will operate from a Home Office. If you are restricted from operating the Franchised Business out of your home office and/or otherwise not able to park your Approved Vehicle at that home office, due to local ordinance, CC&Rs, community rules and other regulations, we will not unreasonably withhold our approval of a third-party commercial space you propose.

Time to Open

If you are purchasing a new Franchised Business, we estimate that the typical length of time between the signing of the Franchise Agreement and the opening your Franchised Business is approximately 90 days. Unless we grant you an extension of time in writing, which may be granted or denied in our sole discretion, you must have your Franchised Business open and in operation no later than 120 days after you sign the Franchise Agreement. Some factors that may affect this timing are your ability to secure any necessary financing, the timing of the delivery of equipment and supplies, the availability and scheduling the initial training program, the timing of your initial and grand opening marketing, the timing and availability of staff for your on-site training.

You must establish and operate your Franchised Business in compliance with the Franchise Agreement and the standards and specifications contained in our Learning Management System. The Learning Management System is in digital format on a web platform and not a traditional paper or PDF format, and may be supplemented, revised or otherwise modified by us periodically as we deem necessary or prudent in our sole discretion. We may provide any supplements, updates or revisions via the Internet, email, the System-wide intranet/extranet or any other electronic medium we deem appropriate.

Training Program and Related Disclosures

Before the opening of your Franchised Business, we provide an initial training program conducted at the times designated by us if you are a new System franchisee. A portion of this training is done online via our E Learning Network and the balance of training is usually conducted within your Designated Territory.

The first portion of the initial training is conducted online via our E-Learning Network. This training takes approximately 3-5 days depending upon how often you choose to participate in the online training and covers some basic introductory topics regarding the System and our brand generally.

The in-person portion of our Initial Training Program typically lasts up to 5 business days of classroom instruction. We also provide up to (a) three (3) business days (typically, between 2-3 days) of sales training (“Sales Training”), and (b) five (5) business days of production training (“Production Training”) in your Designated Territory.

1. The Sales Training is conducted after (a) you have satisfactorily completed the classroom instruction; (b) the initial and grand opening marketing for your Franchised Business begins; and (c) you have secured an agreed to certain number of appointments for Services. The Production Training is conducted after you complete the Sales Training and have secured an agreed to number of contracts for Services.
2. The primary materials we use in connection with our Initial Training Program include the Learning Management System (and possibly other Manuals), videos, remote training tools/webinars/testing (as we determine appropriate), and hands-on demonstrations.
3. You or, if you are not an individual, your Designated Manager and up to one additional person must attend and successfully complete the Initial Training Program to our satisfaction before your commence operations of your Franchised Business.

You may have up to two (2) people attend the training program conducted at no additional cost. If you have additional participants attend the initial training program, you will pay our then-current fees for each additional participant and you must receive our prior approval. If a Designated Manager’s employment with you is terminated, you must designate a new Designated Manager who must successfully complete our initial training program within 90 days after the termination of the initial Designated Manager, unless we do not hold an initial training program during that 90-day period in which case the replacement Designated Manager must attend and successfully complete the first available initial training program held by us. You may be charged an Additional Training Fee for a replacement Designated Manager, and the costs for airfare, ground transportation, lodging, meals, and the Designated Manager’s salary and benefits must be paid by you.

You will pay the Initial Training Fee for the initial training program. You will also be responsible for covering all costs and expenses associated with airfare, lodging, most meals, ground transportation, personnel wages and benefits (if any), and any other personal expenses for yourself and any additional attendees incurred during this time. If you do not complete our initial training program to our satisfaction, we may terminate the franchise agreement and return a portion of the Initial Franchise Fee to you in exchange for a release and confidentiality agreement.

The subjects covered in the initial training program and the approximate amount of time devoted to each subject is described below. However, the initial training program may be modified at our discretion. The exact number and distribution of hours of training may vary.

INITIAL TRAINING PROGRAM

Module	Hours of Classroom Training	Hours On-the-Job Training	Location
Vision and Values	1	0	Virtual training
Roof Systems	4	0	Virtual training
Budgeting	4	0	Virtual training
Cash Flow	2	0	Virtual training
Weekly Goals and Planner	2	0	Virtual training
Business Management Software & Estimating	12	8	Virtual training and Within your Designated Territory or at your Franchised Business
Selling	8	8	Virtual training and Within your Designated Territory or at your Franchised Business
Recruiting	2	0	Virtual training
Interviewing	2	0	Virtual training
Hiring	2	0	Virtual training
Expectation Setting	2	0	Virtual training
Culture Building	2	0	Virtual training
Goal Setting and Review	2	0	Virtual training
Marketing/Customer Experience	4	0	Virtual training
Production	8	36	Virtual training and Within your Designated Territory or at your Franchised Business
Productivity	2	10	Virtual training and Within your Designated Territory or at your Franchised Business
Profitability	4	5	Virtual training

Module	Hours of Classroom Training	Hours On-the-Job Training	Location
Procurement / Quality Control	2	5	Virtual training and Within your Designated Territory or at your Franchised Business
Total	65	72	

Patrick Simpson oversees the initial training we provide to System franchisees. Patrick Simpson's experience with us is described in Item 2, and he has over 25 years of experience in most of the subject matters comprising the training program described above.

We may present seminars, conventions or continuing development programs for the benefit of Franchisees. Your attendance at these seminars is mandatory in our discretion. However, you or your Designated Manager must attend any mandatory seminar, convention, or program we may offer and your failure to do so shall be a material breach of the Franchise Agreement entitling us to take interim or contractual enforcement action, including termination. You or your Designated Manager will not be required to attend any mandatory seminar, convention or program more than twice (2x) per year. We will give you at least 30 days' prior written notice of any seminar, convention or program that are considered mandatory. You must pay for your travel and living expenses incurred in attending any mandatory or voluntary seminar, convention or training program. In addition, we may charge our then current published fee for attendance at any of the seminars, conventions and programs. If you fail to attend any meeting, in addition to our rights, you will still have to pay us the applicable attendance fees.

ITEM 12 TERRITORY

Grant of Territory

At the time of signing your Franchise Agreement we will designate your Designated Territory. The scope of your Designated Territory will vary from the scope and size of the operating territories of other franchisees in our System depending on local factors, market conditions, and whether or not, at the time of signing your Franchise Agreement, you increase the size of your Designated Territory from a Base Territory to a Base Territory that has been supplemented by the purchase of additional Qualified Single-Family Households and/or Additional Territories. A Base Territory, generally, will consist of a geographic area that includes approximately 75,000 qualified single family households with annual household income exceeding \$60,000 (each a "Qualified Single-Family Household"). Subject to availability, our approval, and payment of additional Initial Franchise Fees identified in Item 5 of this Disclosure Document, you may add additional Qualified Single-Family Households and/or Additional Designated Territories. Each Additional Designated Territory will also include approximately 75,000 Qualified Single-Family Households. The number of single-family households with the required household income level will be determined in the aggregate and will be calculated based on raw data and without regard to demographics or age. Your local marketing expenditure will increase if you add Additional Designated Territories.

Relocation

We do not expect or intend to refuse your request for relocation unless it is clear that your proposed relocation site is not suitable for the operational base of a Franchised Business (including parking for all

Approved Vehicle(s) that are equipped in accordance with System standards). If you can no longer use the location due to circumstances beyond your control, including unreasonable lease terms or destruction of the premises, we will not unreasonably withhold our written consent to relocate.

Establishment of Additional Franchised Businesses

You do not have the right to establish additional Liqua-Roof Franchised Businesses.

Options and Rights of First Refusal to Acquire Additional Franchises

You are not granted any options, rights of first refusal, or similar rights to acquire additional franchises.

Territory Rights

The following statement is applicable to both a single-unit franchise under a Franchise Agreement and a multi-unit franchise under an Area Development Agreement:

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.

For so long as you are in compliance with the terms of your Franchise Agreement, we will not establish any other Business utilizing the Proprietary Marks and System from a location within your Designated Territory. We may establish alternate channels of distribution selling similar services and products, including e-commerce, Internet, mail order or catalogs (as disclosed more fully below under the heading “Reservation of Rights”).

Under certain circumstances, you may accept customers from outside your Designated Territory as long as these customers do not reside in the Designated Territory of another franchisee (unless that other franchisee consents). You may not: (i) solicit or advertise within the Designated Territory of another franchisee without that franchisee’s express consent and/or cooperation; (ii) solicit or advertise on the Internet without our consent; or (iii) service any customer that resides within the protected territory of another Liqua-Roof business, unless you obtain the prior consent of the owner of that business.

Minimum Performance

Our System has established minimum Gross Sales levels that, if not met by you, will constitute grounds for us to require you to (a) attend additional training and (b) provide an accounting of all local advertising and other marketing spends, including all required amounts paid to Approved Suppliers.

Your applicable minimum Gross Sales for a given year of operations will depend on how long you have been in operation and the number of Designated Territories you have purchased:

Minimum Gross Sales			
Period(s)	1 Designated Territory	2 Designated Territories	3 Designated Territories

First Year of Operation	\$300,000	\$350,000	\$375,000
Second Year of Operation	\$431,250	\$475,000	\$575,000
Third Year of Operation	\$506,250	\$600,000	\$725,000
Fourth Year of Operation	\$531,563	\$700,000	\$800,000
Fifth Year of Operation	\$558,141	\$735,000	\$860,000
Sixth Year of Operation	\$586,048	\$771,750	\$924,500
Seventh Year of Operation	\$615,350	\$810,338	\$993,838
Eighth Year of Operation	\$646,118	\$850,854	\$1,068,375
Ninth Year of Operation	\$678,423	\$893,397	\$1,148,503
Tenth Year of Operation	\$712,345	\$938,067	\$1,234,641

The failure of your Franchised Business fails to generate Gross Sales that amounts to at least 70% of the applicable minimum Gross Sales for a given period of operations detailed in the Chart above will be grounds for us to (a) terminate your Franchise Agreement or (b) otherwise reduce the number and/or size of your Designated Territory(ies) awarded under the governing Franchise Agreement.

If we elect to reduce the size of your Designated Territory(ies) as an alternative to terminating your Franchise Agreement, we will provide you an Addendum that details the size and boundaries of your reduced territory. You must execute this addendum within ten (10) calendar days of your receipt thereof, or your Franchise Agreement will be terminated. Once your Designated Territory is effectively reduced, we may own or operate, or license another to operate, additional Businesses anywhere outside your revised Designated Territory. If we reduce the size of your Designated Territory under the terms of Item 12, you do not have the right to nor will you receive compensation for any value of the forfeited portion of your Designated Territory. If the zip codes used to define your territory should be changed in the future by the U.S. Post Office or other government agency, we may require you to execute an addendum to your franchise agreement to redefine the physical territory using new zip code numbers. Redefinition of your territory to comply with the U.S. Post Office or other government agency's definition does not constitute a material change to the franchise agreement.

Except as stated above, we may not modify your Designated Territory for any reason other than by mutual agreement.

Reservation of Rights

Your rights under the Franchise Agreement do not include: (i) any right to offer any Liqua-Roof product or service via e-commerce; (ii) any right to establish an independent website or to establish a URL incorporating the Proprietary Marks or any variation thereof; (iii) any right to sell Liqua-Roof merchandise via wholesale; (iv) any right to otherwise distribute, market, or implement our products and services in any channel of distribution not specifically identified in this Agreement; (v) the right to sub-license the Franchised Business in any fashion; or (vi) the right to sell and or all of your Designated Territory independent of your entire Franchised Business to another person or franchisee without our written permission.

You expressly understand and agree that we and our affiliates shall have the right, in our sole discretion, to: (i) own and operate franchised businesses at any location(s) outside of the Designated Territory under the Proprietary Marks, or to license others the right to own and operate Liqua-Roof businesses at any

location(s) outside of the Designated Territory under the Proprietary Marks and System; (ii) the right to own and operate businesses under different marks at any location(s) inside or outside of your Designated Territory, or license to others the right to own and operate such businesses, under different marks at any location(s) inside or outside of Designated Territory (such businesses will not primarily provide roofing products and services); (iii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including the sale of any products in wholesale and retail stores, via the Internet, and through mail order catalog, without regard to location; and (iv) use the Proprietary Marks and System, and license others to use the Marks and System to engage in any other activities not expressly prohibited in this Agreement.

You do not have any of the foregoing rights under your Franchise Agreement, and we are not required to provide you any compensation in connection with (a) soliciting or accepting orders inside your Designated Territory via any alternative channels of distribution or (b) any of the other reserved rights above.

Additional Disclosures

We have not established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. Neither we nor either of our affiliates have established, or presently intend to establish, any other franchised or company-owned businesses that sell our Proprietary Products under a different trade name or trademark, but we reserve the right to do so in the future.

ITEM 13 TRADEMARKS

Under your Franchise Agreement, we will grant you a non-exclusive license to use our then-current Proprietary Marks solely in connection with your Franchised Business and as authorized in your Franchise Agreement, our Learning Management System or otherwise by us in writing. We currently license you the following Mark that is pending registration with the United States Patent and Trademark Office (“USPTO”):

MARK	SERIAL NUMBER	FILING DATE
LIQUA-ROOF	90152643	September 1, 2020

We do not have a federal registration of our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally-registered trademark. If your right to use the trademark is challenged, you may have to change to an alternative trademark which may increase your expenses.

The Proprietary Marks are owned by Groupe Spray-Net and are licensed to us pursuant to a trademark license agreement (“Trademark License Agreement”) to use the Marks for purposes of franchising the System around the world. The Trademark License Agreement extends perpetually provided we are not in default or do not materially breach the Trademark License Agreement by engaging in any activity which damages the Marks or the goodwill of the System. In the event the Trademark License Agreement is terminated, our Franchisees will continue to be able to use the Proprietary Marks until such time as each Franchise Agreement expires or is otherwise terminated.

Once the Mark has been registered with the USPTO, our Affiliate, Groupe Spray-Net, intends to file all required affidavits with the USPTO to maintain the registrations for the Proprietary Marks above. As of the Issuance Date, Groupe Spray-Net has not been required to file any renewals for the above marks.

You must strictly comply with our standards, policies, specifications, rules, requirements, and instructions regarding the use of the Proprietary Marks. The goodwill associated with our Proprietary Marks will remain our exclusive property, and you will receive no tangible benefit from our goodwill, except from the operation or possible sale of the Franchised Business during the term of the Franchise Agreement. Any increase in the goodwill associated with our Proprietary Marks during the term of the Franchise Agreement will benefit us. All rights to use our Proprietary Marks will automatically revert to us without cost and without the execution or delivery of any documents, upon the expiration or termination of the Franchise Agreement.

You may not use all or any portion of our Proprietary Marks as part of your company name and, without our prior written consent, as part of your trade name. You may not modify the Proprietary Marks in any manner, including with words, designs or symbols, except those which we license to you. You may not use our Proprietary Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. During the term of the Franchise Agreement and continuing after the expiration or termination of the Franchise Agreement, neither you nor any of your managers will, directly or indirectly, contest, challenge or assist in the contesting or challenging of, our right, title, ownership, or interest in our Proprietary Marks, trade secrets, methods, procedures, and advertising techniques that are part of our franchise system, or contest our sole right to register, use, or license others to use, our Proprietary Marks, trade secrets, methods, procedures, advertising techniques, and any other mark or name that incorporates the words “LIQUA-ROOF” or any similar phrase.

As of the Issuance Date of this Disclosure Document, there is no litigation pending arising out of our Proprietary Marks, and we are not aware of any infringing use of our Proprietary Marks. Presently, there are not any effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, province, territory, or region, or any court adverse to our rights in the Proprietary Marks, nor are there any pending infringement, opposition, cancellation proceedings, or material litigation, involving the Proprietary Marks.

Other than the license agreement with our affiliate discussed above, we are not a party to, or bound by, any agreement that significantly limits our rights to use or license others to use the Registered Mark or any of the other Proprietary Marks in any manner material to the franchise we offer.

You must immediately notify us, in writing, if you become aware of any unauthorized use of our Proprietary Mark or other proprietary information, and you must permit us to participate in any litigation involving you and our Proprietary Marks. We will take the action we think appropriate. While we are not required to defend you against a claim against your use of our Proprietary Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Proprietary Mark, in compliance with the Franchise Agreement and our written directives, so long as you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Proprietary Marks. We will not reimburse you for disputes where we challenge your use of a Proprietary Marks.

You must modify or discontinue the use of a trademark if we modify or discontinue it. If this happens, you will be responsible for your tangible costs of compliance (for example, changing exterior and interior signage, advertisements and promotional material, etc.). We are not obligated to reimburse you for any

loss of revenue attributable to the modified or discontinued mark or for any expenditure you incur to promote a modified or substitute mark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Under your Franchise Agreement, we will grant you a non-exclusive license to use certain subject matter that is subject to a patent or pending patent application, which you may only use in connection with your Franchised Business and as authorized in your Franchise Agreement, our Learning Management System or otherwise by us in writing. Our right to use or license these patents is not materially limited by any agreement or known infringing use.

The following patents have been issued by the USPTO:

Patent Number	Title/Description	Type	Issue Date	Owner
12,286,553	A method for rejuvenating a roof and roof coating composition	Utility	April 29, 2025	Liqua-Roof Franchises Inc.

The following patents have been applied for with the USPTO:

Application Number	Title/Description	Type	Application Date	Owner
19,364,601	Method and kit compositions for rejuvenating asphalt roof shingles	Utility	October 21, 2025	Liqua-Roof Franchises Inc.
62,758,023	Method for rejuvenating a roof and roof coating composition	Utility	November 12, 2019	Liqua-Roof Franchises Inc.
19,092,668	Coating composition for rejuvenating a roof	Utility	March 27, 2025	Liqua-Roof Franchises Inc.
63,710,221	Method and kit compositions for rejuvenating asphalt roof shingles	Utility	October 21, 2025	Liqua-Roof Franchises Inc.

Except as provided above, you do not receive the right to use an item covered by a patent or copyright, except that you can use the proprietary information in our Manual and our affiliate's products (described in

Item 11 of this disclosure document). Although we have not filed an application for a copyright registration for our Learning Management System or advertising materials, we claim common law copyright in these materials and all other proprietary materials that we and/or our principals develop for use in connection with the System or a Franchised Business. We consider our Manual to be confidential and require you to treat it as confidential. You must tell us when you learn about any unauthorized use of our Manual. We have not filed a patent on our proprietary products.

There are no current determinations, proceedings or litigation involving any of our copyrighted materials. Should you become aware that any unauthorized third party is using any of our copyrighted materials, we request that you notify us of such unauthorized use. We may revise our System and any of our copyrighted materials in our discretion, and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing or other business materials.

During the term of the Franchise Agreement and/or Option Agreement, you will receive information which we consider trade secrets and confidential information. You may not, during the term of the Franchise Agreement/Option Agreement or any time after that, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any of these trade secrets, copyrighted materials, methods and other techniques and know-how concerning the operation of the Franchised Business (the “Confidential Information”). You may divulge such Confidential Information only to your employees who must have access to it in order to perform their employment obligations.

The Franchise Agreement provides that if you, your employees, or principals develop any inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by you or your employees or agents that are in any way related to the establishment or operation of the Franchised Business (collectively, the “Improvements”), you must disclose those Improvements to us and all such Improvements will automatically and without further action be owned by us without compensation to you (including all intellectual property rights therein). Whenever requested to do so by us, you will execute any and all applications, assignments, or other instruments that we may deem necessary to apply for and obtain intellectual property protection or to otherwise protect our interest therein. These obligations shall continue beyond the termination or expiration of this Agreement. If a court should determine that we cannot automatically own certain of the Improvements that may be developed, then you hereby agree to grant us a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

We may revise any of our copyrighted materials at our discretion and may require that you cease using any outdated item or portion of the Learning Management System.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require that you personally participate in the actual operation of your Franchised Business. You, if an individual, and certain persons affiliated with you, are required to attend, and successfully complete to our satisfaction, our training programs (described more fully in Item 11 above), and certain other training programs that we designate provided by third parties. All training must be completed prior to opening the Franchised Business.

Under certain conditions and with our prior approval, we may permit you to appoint a Designated Manager to handle day-to-day management of the Franchised Business on-site at the premises. Your Designated Manager must complete all components of our initial training, but we do not require that your Designated Manager immediately have an ownership interest in a corporate or partnership franchisee. If you engage a Designated Manager to manage the day-to-day operations of the Franchised Business, your Designated

Manager must, by one (1) year after the Franchised Business opens for business, either (i) own ten percent (10%) of the equity interest in Franchisee and/or the Franchised Business or (ii) be granted a compensation package that grants the Designated Manager ten percent (10%) of the equity interest in Franchisee and/or the Franchised Business within a reasonable period of time. The Designated Manager will need to be approved by us and will need to sign the form of Confidentiality and Non-Compete Agreement in a form substantially similar to the form attached to your Franchise Agreement. Any Designated Manager, including any replacement manager, must attend and complete all required training before assuming any management responsibility in connection with your Franchised Business.

If you or your Designated Manager are not physically present on-site at a given customer job, then there must be at least one (1) LR Specialist present that can provide the kind of Approved Services at issue, including any Approved Services involving any Proprietary Products.

It is important to note that we are not your employer and that you will have the right to control all decisions related to recruiting, hiring or firing any personnel, including any managers. Please note that nothing in this Disclosure Document or any agreement you enter into with us will create any type of employer or joint employer relationship between (a) you and/or your personnel, and (b) us.

Each person owning an interest in the franchisee (if an entity) must sign a personal guaranty (attached as Schedule "B" to the form of Franchise Agreement attached to this Disclosure Document) assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement. We do not require your spouse to sign a personal guaranty.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must conduct your business in accordance with our confidential and proprietary Learning Management System, training materials and System policies in order to protect our reputation and goodwill and to maintain our high standards of operation under our Proprietary Marks.

You must use the premises solely for the operation of the Franchised Business, and must keep the location open and in normal operation for the hours and days as we may specify in the Manual or as we may otherwise approve in writing.

You are prohibited from offering or selling any products or services not authorized in writing by us. The non-competition of this agreement (Item 17) does not permit you to have ownership or interest in a competing business, including any operation, formal or otherwise, of a business that offers any of the products or services provided by Businesses (which includes any services that affects the building envelope of a residential or commercial structure, regardless of age). Any and all services you provide to your customers must be provided in accordance with the standards established by us.

You are not limited in the customers you may serve from your Franchised Business, but you may not serve customers who reside in the Designated Territory of another Business without obtaining the prior written consent of the owner of the Designated Territory where that customer resides. You are not permitted to distribute Liqua-Roof products on a non-retail or wholesale basis without our prior written consent.

You may only, and must, offer and provide the Approved Services we designate, and which we may supplement, change or otherwise modify from time to time in the Learning Management System or otherwise in a writing to you.

- During your initial period of operations, our standard franchise offering expects and assumes that you will operate from a home office and will provide the roofing and other initial Approved Services that all of our new System franchisees are typically authorized to provide upon completion of training and all other pre-opening requirements under the Franchise Agreement.
- Before any one (1) of your personnel or Designated Manager may engage in providing any of the Approved Services, that individual must complete the necessary training to become an Authorized LR Specialist with respect to the Authorized Roofing Services that the individual intends to provide to customers of the Franchised Business.

We do not impose any other restrictions in the Franchise Agreement as to the customers to whom you may sell. We reserve the right to expand and otherwise modify the Approved Products and/or Approved Services that you may offer and provide through your Franchised Business (through limited trials or otherwise). There is no limit on our right to request expansion of the goods and products offered and you will be required to offer new products and services that we introduce from time to time. We may also discontinue any products or services that we previously approved for your Franchised Business to offer and sell upon providing you with written notice, and you must cease offering any product or service we discontinue immediately upon receiving notice from us.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Term of franchise	Section 3(A)	The initial term is for 10 years commencing on the date we sign your Franchise Agreement.
b. Renewal or extension of the term	Section 3(B)	You have the right to be considered for one (1) additional 10-year term.

Provision	Section in Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 3(B)	In order to renew (which means renewing your franchise relationship with us), you must: (i) not have any uncured material defaults under your Franchise Agreement (including any monetary defaults) or any other agreement between you and us; (ii) execute our then-current franchise agreement (which may contain materially different terms and conditions than your original franchise agreement); (iii) pay us our renewal fee of \$10,000; (iv) complete our then-current refresher training course; (v) execute a general release; (vi) must have participate in and supported the operational procedures recommended or provided by us; and (vii) re-image, renovate, refurbish and modernize the Approved Vehicles and Franchised Business.
d. Termination by franchisee	Not Applicable	You may terminate the Franchise Agreement for any reasons allowable under the law.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 15	We may terminate your Franchise Agreement with cause as described in (g)-(h) of this Item 17 Chart.
g. "Cause" defined – curative defaults	Section 15(B) Section 15(C)	Your Franchise Agreement may be terminated based on the following defaults after the applicable cure periods: (i) if you fail to cure any of the following defaults after 10 days' notice: (a) failure to provide the Approved Services using only the Proprietary Products and other products we approve or failure to offer any Approved Service or Approved Product we require; (b) any purchase of any non-approved item or service; (c) failure to purchase any item from the appropriate Approved Supplier(s), and (d) fail to cure any monetary default; (ii) you fail to provide us with access to the Computer System and fail to remedy this default within 48 hours; (iii) you fail, after 15 days' notice, to comply with any applicable law; (iv) you fail, after 10 days' notice, to obtain any applicable license, certificate, permits, or approval; and (v) you fail to meet the Minimum Productivity Levels. Except as provided above and those defaults listed in (h) of this Item 17 Chart, you must cure all other defaults and violations of any provision of your Franchise Agreement or any other agreement with us or our affiliates within 30 days of being provided with notice of your default(s).
h. "Cause" defined – non-curative defaults	Section 15(A)	Your Franchise Agreement may be terminated automatically and without notice from us if: (i) you become insolvent or make a

Provision	Section in Franchise Agreement	Summary
	Section 15(B)	general assignment for the benefit of creditors; (ii) a bankruptcy petition if filed by or against you and not dismissed within 30 days; (iii) a bill in equity or appointment of receivership is filed in connection with you or the Franchised Business; (iv) a receiver or custodian of your assets of property is appointed; (v) a final judgment in the amount of \$10,000 or more is entered against you and not satisfied within 60 days (or longer period if we consent); and (vi) you attempt to make an invalid transfer in violation of Section 13 of your Franchise Agreement. Your Franchise Agreement may be terminated with notice but without an opportunity to cure: (i) if you commit any fraud or misrepresentation in the establishment or operation of the Franchised Business; (ii) if you fail to attend and complete the Initial Training Program; (iii) if you receive 3 or more notices to cure the same or similar defaults within any 12-month period; (iv) you violate the in-term restrictive covenant; (v) you misuse the Proprietary Marks or Confidential Information; (vi) you misuses any proprietary software; (vii) you default under any other agreement with us, our affiliate(s) or any Approved Supplier and such default is not cured according to such agreement; (viii) you default under your lease; (ix) you fail to open the Franchised Business in the time required; (x) you abandon the Franchised Business; (xi) you are convicted of a felony or other crime that adversely affects the System; (xii) you take for your own personal use the assets or property of the Franchised Business for any competitive or other commercial use; (xiii) there are insufficient funds in your Payment Account 3 or more times in any 12-month period; (xiv) you commit repeated violates of any applicable laws; or (xv) you on 3 or more occasions, fail to comply with the standards and specifications found in the Liqua-Roof Learning Management System during any 18 month period, whether or not these failures were timely cured.
i. Franchisee's obligations on termination/non-renewal	Section 16	Upon termination or early expiration of the Franchise Agreement, your obligations include: (i) cease ownership and operation of the Franchised Business and cease doing business in a form or manner that may give the general public the impression that you are operating a Franchised Business; (ii) return of the Liqua-Roof Learning Management System or any other Confidential Information to us; (iii) assign to us all approved services contracts, telephone/fax numbers and domain names; (iv) cease the use of the Proprietary Marks and trade dress; (v) comply with all post-term restrictive covenants; (vi) pay us and our Approved Suppliers any amounts owed; (vii) provide us with written confirmation of compliance with these obligations within 30 days; and (vii) cancel or, at our option, assign us all telephone/facsimile numbers and domain names (if permitted)

Provision	Section in Franchise Agreement	Summary
		used in connection with the Franchised Business (as well as all related listings) to us or our designee.
j. Assignment of contract by Franchisor	Section 13(G)	No restriction on our right to assign.
k. “Transfer” by Franchisor – defined	Section 13(A) and Section 13(C)	Includes any transfer of Franchise Agreement, assets of the Franchised Business, or ownership change in you (as the Franchisee).
l. Franchisor’s approval of transfer by Franchisee	Section 13(A)	We must approve all transfers, but we will not unreasonably withhold our approval if you meet our conditions.
m. Conditions for Franchisor’s approval of transfer	Section 13(E)	We have the right to impose the following conditions on any transfer by you: (i) all of your accrued monetary obligations under the Franchise Agreement have been satisfied; (ii) you cure all existing defaults under the Franchise Agreement; (iii) you and your principals must execute a general release; (iv) you or the transferee provides us with a copy of the executed purchase agreement; (v) the transferee must meet our then-current qualifications and criteria for a new franchisee; (vi) the transferee executes our then-current franchise agreement; (vii) you or the transferee pays us a transfer fee of \$10,000; (viii) the transferee satisfactorily completes our Initial Training Program; (ix) you must comply with all post-termination provisions of the Franchise Agreement; (x) the transferee must obtain all permits and licenses required for the continued operation of the Franchised Business; (xi) all applicable lessors consent to the proposed transfer; (xii) if applicable, you reimburse us for any and all costs of brokerage commissions, finder’s fees, or similar charges; and (xiii) the transfer is made in compliance with all applicable laws.
n. Franchisor’s right of first refusal to acquire Franchisee’s business	Section 13(D)	If (a) you propose to transfer any of your interest in the Franchise Agreement or Franchised Business or any interest in your lease for the Premises, or (b) your owners propose to transfer any interest in you (if you are an entity), except in certain circumstances (death/disability or transfer from individual franchisee to business entity), then you shall first offer to sell such interest to us on the same terms and conditions as offered by such third party. If we do not exercise this right, then you will have 60 days to effectuate the transfer to the third party that made the offer on those exact terms – if the transfer does not occur or the proposed terms of the offer change in any way, then we will have another 30 days to exercise our right of first refusal.

Provision	Section in Franchise Agreement	Summary
o. Franchisor's option to purchase Franchisee's business	Section 16(H)	Upon expiration or termination of the Franchise Agreement, we have the option to purchase your assets at net depreciated book value.
p. Franchisee's death or disability	Section 13(B)	You will have a period of 180 days to find a suitable legal representative that we approve to continue the operation of your Franchised Business, provided that person completes our Initial Training Program and signs our then-current franchise agreement for the remainder of your term. During this 180-day period, we may step in and operate the Franchised Business on your behalf and pay ourselves a reasonable amount to reimburse our costs associated with this operation on your behalf. We are not under any obligation to step in and operate your business during this period.
q. Non-competition covenants during the term of the franchise	Section 14(A)	Neither you, your principals, guarantors, owners or Designated Managers, nor any immediate family member of you, your principals, guarantors, owners or Designated Managers, may: (i) own, operate, or otherwise be involved with, Competing Business (as defined in the Franchise Agreement); (ii) employ or seek to employ any of employees or us, our affiliates or any other System franchisee or induce such persons to leave their employment; or (iii) divert, or attempt to divert, any prospective customer to a Competing Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 14(B)(1) Section 14(B)(2)	For a period of two (2) years after the termination/expiration/transfer of your Franchise Agreement, neither you, your principals, guarantors, owners, Designated Managers, nor any immediate family member of you, your principals, guarantors, owners, Designated Managers, may own, operate or otherwise be involved with any business that competes with us and is involved in the licensing or franchising, or establishing of joint ventures for the operation, of any Competing Business. For a period of two (2) years after the termination/expiration/transfer of your Franchise Agreement, neither you, your principals, guarantors, owners, Designated Managers, nor any immediate family member of you, your principals, guarantors, owners, Designated Managers, may own, operate or otherwise be involved with and Competing Business: (i) within your Designated Territory; (ii) within a 50-mile radius of your Designated Territory; (iii) within a 50-mile radius of any franchised business that is open and operating as of the date your Franchise Agreement expires and/or is terminated; (iv) within a 50-mile radius of any other designated territory that has been granted by us or our affiliates in connection with any franchised

Provision	Section in Franchise Agreement	Summary
		business as of the date your Franchise Agreement expires and/or is terminated, regardless of whether a franchised business is open and operating in that designated territory. During this two-year period, these parties are also prohibited from: (i) soliciting business from customers of your former Franchised Business; (ii) contacting any of our suppliers/vendors for a competitive business purpose; or (iii) to the extent permitted by applicable law, soliciting any employees of us, our affiliates or any other System franchisee to discontinue their employment.
s. Modification of the agreement	Section 18(D)	Your Franchise Agreement may not be modified, except by a writing signed by both parties. With that said, we may modify the System and Learning Management System as we deem appropriate in our discretion from time to time.
t. Integration/merger clause	Sections 18(E) and 22	Only the terms of the Franchise Agreement and this Disclosure Document are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 21(B) Section 21(C)	You must first submit all dispute and controversies arising under the Franchise Agreement to our management and make every effort to resolve the dispute internally. At our option, all claims or disputes arising out of the Franchise Agreement must be submitted to non-binding mediation, which will take place at our then-current headquarters. You must notify us of any potential disputes and we will provide you with notice as to whether we wish to mediate the matter or not. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation. (subject to applicable state law)
v. Choice of forum	Sections 21(D) and 21(E)	Subject to the other provisions of the Franchise Agreement, all claims and causes of action arising out of the Franchise Agreement must be initiated and litigated to conclusion (unless settled) in the state court of general jurisdiction in Delaware or, if appropriate, the United States District Court for the District of Delaware (subject to applicable state law).
w. Choice of law	Section 21(A)	The Franchise Agreement is governed by the laws of the state of Delaware, without reference to this state's conflict of laws principles (subject to applicable state law).

ITEM 18 PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

PART A — SCOPE AND BASIS OF THIS DISCLOSURE

Liqua-Roof is a newly established franchise system. As of the issuance date of this Disclosure Document, there are no Liqua-Roof franchise outlets that have been in operation for a full fiscal year. Accordingly, we have no franchisee-reported financial results to disclose.

Prior to establishing Liqua-Roof as a standalone franchise system, roof resurfacing was offered as an ancillary service within certain Spray-Net franchise agreements. The financial data presented in this Item 19 is derived from thirty-five (35) roof resurfacing jobs signed under those Spray-Net agreements across three markets — Columbus, Ohio; Pittsburgh, Pennsylvania; and Halifax, Nova Scotia — between January 2025 and April 2026, using the same product formulations, application systems, and pricing methodology that Liqua-Roof franchisees will use. Twenty-four (24) of these jobs have been fully produced and completed; eleven (11) have been signed but not yet produced as of the issuance date of this Disclosure Document. Gross margin data is based on the twenty-four (24) produced jobs only. Average job size is disclosed for the twenty-five (25) US-based jobs (Columbus and Pittsburgh) in USD, including both produced and signed jobs. Halifax job data is excluded from job size disclosure as those jobs are denominated in Canadian Dollars.

PART B — PRICING AND PRODUCT COST

Suggested Retail Pricing

Liqua-Roof does not fix, control, or require franchisees to charge any specific price for its services. Franchisees set their own prices independently. The following suggested retail pricing ranges are based on predecessor operations data and are provided as a reference only. Franchisees are responsible for determining appropriate pricing in their own markets.

Suggested retail price per square foot varies based on roof pitch, which affects the complexity, time, and safety requirements of the application:

Roof Type	Suggested Retail Price Range (per sq. ft.)	Notes
Walkable (lower pitch)	\$2.50 – \$2.85	Standard setup and access
Non-Walkable (steeper pitch)	\$2.85 – \$3.25	Additional safety requirements and time per sq. ft.

Liqua-Roof's value proposition to the consumer is based on positioning the service at approximately 45% to 60% of the cost of a full roof replacement, depending on pitch. Predecessor operations have observed average job sizes above the baseline implied by a standard 2,000 square foot roof at mid-range pricing. According to HomeAdvisor and industry data, the average US residential roof is approximately 2,000 to 2,500 square feet, and the national average cost of a full asphalt shingle roof replacement is approximately \$9,500 to \$11,000.

Based on predecessor operations data from twenty-five (25) US jobs across Columbus, Ohio and Pittsburgh, Pennsylvania, average and median job sizes are as follows:

Average Job Size — US Markets (Columbus, OH and Pittsburgh, PA)	
	USD
Number of Jobs	25
Average Job Size	\$9,608
Median Job Size	\$6,770
High	\$38,409
Low	\$2,128

PART C — GROSS MARGIN

As used in this Item 19, gross margin is defined as revenue minus fully-loaded product cost and fully-loaded direct labor cost only — meaning wages, payroll taxes, workers' compensation, and applicable benefits are included in the labor figure. Gross margin as defined here does not reflect royalties, marketing obligations, technology fees, shipping, fixed costs, or any other operating expenses, which are addressed separately in Part D of this Item.

The following gross margin data is based on twenty-four (24) fully produced and completed jobs across Columbus, Ohio; Pittsburgh, Pennsylvania; and Halifax, Nova Scotia:

Gross Margin — All Markets (Columbus, OH; Pittsburgh, PA; Halifax, NS)	
	All Produced Jobs
Number of Jobs	24
Average	54.1%
Median	52.6%
High	73.1%
Low	40.6%
# and % that Met or Exceeded Average	11 (46%)

The primary drivers of variance within that range are:

- Roof pitch: steeper roofs carry higher labor cost per square foot, which compresses margin relative to walkable jobs.
- Job size: larger jobs reduce the relative impact of setup and mobilization time, improving effective margin.
- Pricing realization: franchisees who price toward the top of the suggested range achieve stronger gross margins.

PART D — VARIABLE FEES AND COSTS

The following costs vary directly with revenue. Royalty, Brand Development Fund, and Business Management Software fees are contractual obligations under the Franchise Agreement. Shipping is an operational cost franchisees should plan for when building financial projections. Sales commissions are discretionary.

Cost Category	Rate	Basis	Notes
Royalty Fee	7.0%	Gross Sales	Contractual. Payable on actual Gross Sales or the applicable Minimum Gross Sales, whichever is greater. See Item 6 for minimum gross sales thresholds by year and territory count.
Brand Development Fund	2.0%	Gross Sales	Contractual; subject to a minimum amount. See Item 6.
Business Management Software Fee (variable component)	0.25%	Gross Sales	Contractual; in addition to fixed monthly component described in Part E of this Item. See Item 6.
Shipping — Product Replenishment	~2% – 5%	Gross Sales	Estimate based on predecessor operations. Liqua-Roof franchisees use the same distribution network as Spray-Net. Actual shipping costs vary with production volume and territory location and may exceed this range for franchisees located farther from distribution centers.
Sales Commissions	Discretionary	N/A	Not required under the Franchise Agreement. Franchisees who hire dedicated sales staff should budget accordingly.

PART E — SEASONAL AND NON-SEASONAL MARKETS

Liqua-Roof's resurfacing system requires application in dry conditions at ambient temperatures above 40°F. The length of your productive operating season is therefore directly determined by local weather conditions and is one of the most important variables in estimating your annual revenue potential.

Before purchasing a franchise, we strongly recommend that you research the following for your target market:

- Average number of days per year with daytime temperatures above 40°F — this establishes your maximum operating window.

- Average annual precipitation days within that window — rain days will reduce your productive days.
- Shoulder season behavior — many markets have a productive fall season that meaningfully extends the year.

NOAA publishes historical climate averages by city, including temperature, precipitation, and frost-free days, and is a recommended starting point for this research (www.noaa.gov). The productive day ranges below reflect estimated annual days meeting both the temperature threshold and dry-weather conditions required for application. The seasonal market range is based on NOAA historical climate data for the specific markets in which predecessor operations were conducted — Columbus, Ohio; Pittsburgh, Pennsylvania; and Halifax, Nova Scotia. The moderate and non-seasonal ranges are estimates derived from NOAA climate data for representative markets in those categories. No predecessor operations have been conducted in moderate or non-seasonal markets to date. Franchisees considering territories in those market types should conduct independent research and apply additional caution when reviewing the moderate and non-seasonal figures.

Market Type	Estimated Productive Days / Year
Seasonal	100 – 140 days/year
Moderate	150 – 190 days/year
Non-Seasonal / Year-Round	200 – 250+ days/year

These ranges are estimates only. You are responsible for independently verifying weather conditions in your specific territory prior to purchasing a franchise.

Franchisees in seasonal markets face a concentrated revenue window. Fixed costs continue year-round, and marketing and lead generation activity must be front-loaded in late winter and early spring to ensure the season opens with a full pipeline. Franchisees in non-seasonal or year-round markets may incur higher fixed costs, including full-time sales staff and year-round employment obligations.

The financial performance information contained in this Item 19 is based on roof resurfacing jobs performed as an ancillary service within the Spray-Net franchise network and not from independently operated Liqua-Roof franchises. There are currently no Liqua-Roof franchisees that have been in operation for a full fiscal year.

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

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

Other than the foregoing, 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 our management by contacting Patrick Simpson, Liqua-Roof Franchising, Inc., at 1490 de Coulomb, Boucherville, Quebec, J4B 7M2, (877) 235-4782, as well as the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2023 through 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	0	0	0
	2024	0	0	0
	2025	0	0	0

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 through 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2023	0
	2024	0
	2025	0
Totals	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchised Outlets
For Years 2023 through 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
All States	2023	0	0	0	0	0	0	1
	2024	0	0	0	0	0	0	1
	2025	0	0	0	0	0	0	1
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned and Affiliate Owned Outlets
For Years 2023 through 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
All States	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
All States	0	0	0
Totals	0	0	0

Exhibit G lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2025. Exhibit H lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year ending December 31, 2025, or who has not communicated with us within ten (10) weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about

their experience with Liqua-Roof. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

We do not currently have any trademark specific organizations associated with the franchise system being offered that we have created, sponsored or endorsed.

ITEM 21 FINANCIAL STATEMENTS

We have not been in business for three years. Therefore, we cannot include all financial statements required by the FTC Amended Franchise Rule, but we intend to do so. Attached as Exhibit C to this disclosure document is our audited opening balance sheet as of April 30, 2026. Our fiscal year end is December 31.

ITEM 22 CONTRACTS

The following agreements are attached to this disclosure document:

Exhibit A:	Franchise Agreement and Exhibits
Exhibit F:	State-Specific Addenda
Exhibit I:	Sample Release

ITEM 23 RECEIPTS

Attached to this Disclosure Document as Exhibit K, in duplicate, is a Receipt to be signed by the prospective Franchisee receiving this Disclosure Document. You must sign each Receipt and return one copy to us. If you are missing these Receipts, please contact Patrick Simpson at the following address and/or telephone number:

Liqua-Roof Franchising, Inc.
1490 De Coulomb
Boucherville, Québec
Canada J4B 7M2
Phone: (877) 235-4782

EXHIBIT A
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

LIQUA-ROOF FRANCHISING, INC.
FRANCHISE AGREEMENT

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
BACKGROUND	1
1. PREAMBLES, ACKNOWLEDGEMENTS AND REPRESENTATIONS OF FRANCHISEE	2
2. GRANT OF FRANCHISE	4
3. TERM AND RENEWAL	6
4. FEES AND PAYMENTS	7
5. DUTIES OF FRANCHISOR	11
6. DUTIES OF FRANCHISEE	15
7. PROPRIETARY MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS	24
8. LEARNING MANAGEMENT SYSTEM AND CONFIDENTIAL INFORMATION ..	27
9. ADVERTISING	30
10. ACCOUNTING AND RECORDS	33
11. INSURANCE	35
12. INDEPENDENT CONTRACTOR AND INDEMNIFICATION	37
13. TRANSFER AND ASSIGNMENT	37
14. COVENANTS	41
15. DEFAULT AND TERMINATION	43
16. POST-TERM OBLIGATIONS	47
17. TAXES AND INDEBTEDNESS	49
18. WRITTEN APPROVALS; WAIVERS; FORMS OF AGREEMENT; AMENDMENT	49
19. ENFORCEMENT	50
20. NOTICES	50
21. GOVERNING LAW AND DISPUTE RESOLUTION	51
22. SEVERABILITY AND CONSTRUCTION	54

Exhibit A: Data Sheet

Exhibit B: Personal Guaranty

Exhibit C: Confidentiality and Restrictive Covenant Agreement (for use by Franchisee for Management Personnel of the Franchised Business and Officers/Directors of the Franchisee)

Exhibit D: Conditional Assignment of Telephone/Facsimile Numbers and Domain Names

LIQUA-ROOF FRANCHISING, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into on this__day of _____, 20____ (“Effective Date,”) by and between: (i) Liqua-Roof Franchising, Inc., a Delaware corporation, with its principal business address at 1490 De Coulomb, Boucherville, Quebec (the “Franchisor”); and (ii) _____, a (resident of) (corporation organized in) (limited liability company organized in) _____ with a business address at _____ (the “Franchisee”)

BACKGROUND

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed and own a unique system (the “System”) related to the development, opening, and ongoing operation of a business that offers and provides various types of roofing-related products and services that Franchisor authorizes now or in the future (collectively, the “Approved Products” and “Approved Services”, as applicable), including proprietary products and the corresponding services to existing residential homes (each, a “Client”). For purposes of this Agreement, each such business will be referred to herein as a “Liqua-Roof Business”

B. Franchisor’s System is comprised of various proprietary and, in some cases, distinguishing elements, including without limitation: proprietary methodology and procedures for the establishment and operation of a Liqua-Roof Business; standards and specifications for the supplies, inventory and methodology associated with storing, preparing, offering and providing each type of Approved Product and Approved Service; advertising; marketing; standards and specifications for equipment; customize designed chemicals, equipment, and other services; basic standards typically used as the premises for a Liqua-Roof Business; standards and specifications for the furniture, fixtures and equipment, including computer hardware and system, that must be used in connection with an Franchised Business; established relationships with approved or designated suppliers for certain products and services that must be utilized in connection with an Franchised Business, including certain proprietary and/or branded items; proprietary training programs, courses and training materials; Franchisor’s confidential and proprietary operations manual and, at Franchisor’s option, other the digital web-platform learning management system (the “Learning Management System”); and standards and specifications for advertising, bookkeeping, sales and other aspects of operating an Franchised Business. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor’s related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information that makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

C. The System and Franchised Businesses are primarily identified by the mark LIQUA-ROOF, as well as certain other trade names, trademarks, service marks and trade dress, all of which Franchisor may modify, update, supplement or substitute in the future (collectively, the “Proprietary Marks”). The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor is in the business of granting qualified individuals and entities a franchise for the right to independently own and operate a single Franchised Business utilizing the Proprietary Marks and System at a location that Franchisor approves in writing.

E. Franchisee recognizes the benefits derived from being identified with Franchisor, appreciates and acknowledges the distinctive and valuable significance to the public of the System and the Proprietary Marks, and understands and acknowledges the importance of Franchisor's high and uniform standards of quality, appearance, and service to the value of the System.

F. Franchisee desires to acquire a non-exclusive franchise for the right to operate a single Franchised Business, and has submitted an application to obtain such a franchise from Franchisor.

G. Franchisor is willing to grant Franchisee the right to operate a Franchised Business based on the representations contained in the franchise application and subject to the terms and conditions within this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. PREAMBLES, ACKNOWLEDGEMENTS AND REPRESENTATIONS OF FRANCHISEE

- A. Any and all applications, financial statements, and representations submitted to Franchisor by Franchisee, whether oral or in writing, were complete and accurate when submitted and are complete and accurate as of the date of execution of this Agreement unless the same has been otherwise amended in writing. Franchisee states that he/she is not presently involved in any business activity that could be considered competitive in nature, unless heretofore disclosed to Franchisor in writing.
- B. Franchisee agrees not to contest, directly or indirectly, Franchisor's ownership, title, right, or interest in its names or Proprietary Marks, trade secrets, methods, procedures, know-how, or advertising techniques which are part of Franchisor's business, or contest Franchisor's sole right to register, use, or license others to use such names or Proprietary Marks, trade secrets, methods, procedures, or techniques.
- C. Franchisee represents and warrants that Franchisee is not a party to or subject to any order or decree of any court or government agency which would limit or interfere in any way with the performance by Franchisee of the obligations under this Agreement and that Franchisee is not a party, and has not within the last ten (10) years been a party, to any litigation, bankruptcy, or legal proceedings other than those heretofore disclosed to Franchisor in writing.
- D. Franchisee agrees and acknowledges that it is solely responsible for ensuring that: (i) it acquires and maintains all business licenses, permits and approvals, including those related to the provision of any Approved Services, that are necessary to operate the Franchised Business within the Designated Territory (defined below); and (ii) the Franchised Business is otherwise operated in full compliance with all federal, state and local laws and regulations where the Franchisee is located at all times during the term of this Agreement. Franchisee specifically agrees and acknowledges that it will determine whether or not any type of contractor license or similar license/certification is needed to conduct the Franchised Business and, if such a license is required, Franchisee will obtain such

license/certification prior to operating the Franchised Business in any manner. Franchisor shall have no liability in the event the development or operation of the Franchised Business violates any law, ordinance or regulation.

- E. Franchisee agrees and acknowledges that: (i) Franchisor may enter into franchise agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement, including without limitation, franchise agreements for the operation of an Franchised Business; and (ii) the existence of different forms of agreement and the fact that Franchisor and other franchisees may have different rights and obligations does not affect the parties' duty to comply with the terms of this Agreement.
- F. The parties agree and acknowledge that all provisions and information found in the "Background" portion of this Agreement above, including all definitions and representations set forth therein, are hereby incorporated by reference as if fully set forth herein.
- G. Franchisee agrees and acknowledges as follows:
 - 1. Franchisee will have sole authority and control over the day-to-day operations of the Franchised Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates.
 - 2. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractor, nor vice versa.

2. **GRANT OF FRANCHISE**

- A. **Grant of Franchise.** Franchisor hereby grants Franchisee, subject to the terms, conditions, and obligations of this Agreement, a non-exclusive right and license to use the Proprietary Marks and receive the other benefits of the System in connection with the establishment and operation of a single Franchised Business (the "Franchised Business").
- B. **Home Office; Site Selection Area.** Unless Franchisor approves otherwise in writing, Franchisee will be required to operate the Franchised Business at a home office set forth on the Data Sheet attached to this Agreement (the "Home Office") within the Designated Territory that meets Franchisor's current site-selection criteria for the premises of a Franchised Business (the "Premises"). Franchisee may not relocate the Franchised Business to any location other than the Premises without Franchisor's prior written consent, which Franchisor will not unreasonably withhold unless such location is unsuitable for operations, provided: (i) Franchisee secures an alternate location for the Franchised Business within the Designated Territory (as defined below); and (ii) Franchisee reimburses Franchisor for the reasonable costs and expenses that Franchisor incurs in connection with evaluating and approving the proposed relocation. If the parties have not

agreed on a Premises as of the date this Agreement is executed, Franchisor will designate a general marketing area (the “Site Selection Area”) on the data sheet attached to this Agreement as Exhibit A (the “Data Sheet”) where Franchisee must locate and secure the Premises as detailed more fully in Section 6(A) of this Agreement. Franchisee acknowledges and agrees that: (i) it does not have any territorial rights within the Site Selection Area; (ii) Franchisor may permit other new franchisees to search for the location of their Franchised Business within the same Site Selection Area that is assigned to Franchisee under this Agreement if Franchisor determines in its discretion that the Site Selection Area is large enough to contain additional franchises; and (iii) potential locations for each Franchised Business, and resulting Designated Territories (as defined below), within the Site Selection Area will be reviewed and rejected/granted on a first-to-propose basis.

C. **Designated Territory.**

1. Franchisee shall only have the right to operate the Franchised Business and offer/provide the Approved Services in connection with homes that are located within the designated territory as stated in Section 3 of the Data Sheet (the “Designated Territory”). If Franchisee is granted the right to operate the Franchised Business in more than one Designated Territory, the number of Designated Territories shall be set forth in Section 3 of the Data Sheet. Franchisor may ask Franchisee to provide the Approved Services outside of the Designated Territory under certain circumstances. If Franchisee agrees to provide such Approved Services outside of the Designated Territory upon Franchisor’s request, Franchisor shall reimburse Franchisee for all actual costs related to providing such Approved Services upon receiving receipts for such costs from Franchisee.
2. For so long as Franchisee is in compliance with this Agreement, Franchisor will not establish or operate, or license a third party the right to establish or operate, any other Business that utilizes the System and Proprietary Marks from a premises within the Designated Territory.

- D. **Rights Not Granted.** Franchisee acknowledges and agrees that this Agreement does not grant Franchisee any right or option to open any additional Franchised Businesses nor does this Agreement provide Franchisee with any right to sub-license or sub-franchise any of the rights granted hereunder. Franchisee may not use the Proprietary Marks or System for any purpose other than promoting and operating the Franchised Business at the Premises and within the Designated Territory. Franchisor will have sole discretion as to whether it decides to grant Franchisee the right to open any additional Franchised Businesses, each of which will be governed by a separate form of Franchisor’s then-current franchise agreement.

- E. **Reservation of Rights.** Notwithstanding anything contained in this Agreement, Franchisor and its affiliates hereby reserve the exclusive right to: (i) own and operate franchised businesses at any location(s) outside of the Designated Territory under the Proprietary Marks, or to license others the right to own and operate Liqua-Roof businesses at any location(s) outside of the Designated Territory under the Proprietary Marks and System; (ii) the right to own and operate businesses under different marks at any location(s) inside or outside of the Designated Territory, or license to others the right to own and operate such businesses, under different marks at any location(s) inside or outside of the Designated Territory (such businesses will not primarily provide roofing products and services); (iii)

use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including the sale of any Liqua-Roof products in wholesale and retail stores, via the Internet, and through mail order catalog, without regard to location; and (iv) use the Proprietary Marks and System, and license others to use the Marks and System to engage in any other activities not expressly prohibited in this Agreement.

- F. **Modification of System.** Franchisor reserves the right to supplement, revise or otherwise modify the System or any aspect/component thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and make such reasonable expenditures as may be necessary to comply with any change that Franchisor makes to the System. Any change or modification that Franchisor makes to the System will not materially alter Franchisee's fundamental rights under this Agreement. Moreover, Franchisor will provide Franchisee with a reasonable amount of time to comply with any change or modification to the System once Franchisee has been notified of such change/modification in writing (via the Learning Management System or otherwise).

3. **TERM AND RENEWAL**

- A. **Term.** Unless previously terminated under this Agreement, the term of this Agreement shall be for a period of ten (10) years ("Initial Term") commencing as of the Effective Date.
- B. **Renewal.** Franchisee may submit a request to renew this Agreement for up to one (1) additional, consecutive term of ten (10) years, and must provide the request to renew no less than six (6) months and no more than twelve (12) months prior to the end of the then-current term. Failure to provide such notice to Franchisor will be deemed an indication that Franchisee does not wish to renew the franchise relationship. Franchisor shall not unreasonably withhold its approval of such requests for renewal, provided Franchisee complies with the following conditions:
1. Franchisee must not have: (i) any uncured material defaults under this Agreement (including any monetary defaults) or any other agreement between Franchisee and Franchisor or the landlord of the Premises, either at time of Franchisee's renewal request or at the time of renewal; and (ii) received more than three (3) separate, written notices of material default from Franchisor with respect to this Agreement in the 12-month period preceding the renewal request date or renewal date.
 2. Franchisee must execute Franchisor's then-current form of franchise agreement, which may contain materially different terms and conditions from those contained in this Agreement, within thirty (30) days of the date Franchisee is provided with Franchisor's then-current form of franchise agreement.
 3. Franchisee pays Franchisor a renewal fee amounting to Ten Thousand Dollars (\$10,000) prior to Franchisor entering into the renewal form of franchise agreement described in Section 3(B)(2) above. Franchisee will not be required to pay an additional Initial Franchisee Fee (as defined in Section 4) upon renewal.
 4. At Franchisor's option, Franchisee and/or the Designated Manager (as defined in this Agreement and as applicable) attends a prescribed training refresher course at least thirty (30) days before the expiration of the then-current term of this

Agreement. Franchisee will be responsible for all expenses incurred in connection with attending this refresher training.

5. Franchisee executes a general release under seal, in a form satisfactory to Franchisor, of any and all claims it may have against Franchisor and its officers, directors, shareholders, and employees in their corporate and individual capacities, including without limitation, all claims arising under any federal, state, or local law, rule, or ordinance.
6. Franchisee must have participated in and supported the training procedures, purchasing, marketing, advertising, promotional, and other operational and training programs recommended or provided by Franchisor to the satisfaction of Franchisor.
7. Franchisee agrees, at its sole cost and expense, to re-image, renovate, refurbish, and modernize the Approved Vehicles (defined herein) and Franchised Business within the time frame required by Franchisor, including the design, equipment, signs, interior and exterior, displays, inventory assortment and depth, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies, and other products and materials, as necessary to meet Franchisor's then-current System standards, specifications, and design criteria for a newly opened Franchised Business.

4. **FEES AND PAYMENTS**

- A. **Fees.** In consideration of the rights and license granted herein, Franchisee agrees and acknowledges that it must pay the following amounts to Franchisor or, as noted below, Franchisor's designated supplier:

1. *Initial Franchise Fee.* Upon execution of this Agreement, Franchisee must pay Franchisor an initial franchise fee amounting to Sixty Thousand Dollars (\$60,000) (the "Initial Franchise Fee") for a single Designated Territory. If you are granted the right to operate your Franchised Business in more than one Designated Territory, each additional Designated Territory will have its own Initial Franchise Fee according to the table below, and you will pay Franchisor the Cumulative Franchise Fee based on the table below upon execution of this Agreement. If Franchisee is granted two or more Designated Territories, upon approval by Franchisor, Franchisee may also purchase additional population for \$0.66 per additional household. The fees you pay under this Section 4(A)(1) shall be deemed fully earned and non-refundable under any circumstances, except as specifically stated herein, upon payment. If Franchisee does not complete Franchisor's initial training program to Franchisor's satisfaction, Franchisor may terminate this Agreement and return the Initial Franchise Fee and fifty percent (50%) of the Training Fee to Franchisee in exchange for a release and confidentiality agreement. If Franchisee withdraws from Franchisor's initial training program or otherwise does not complete the initial training program, the Initial Franchise Fee is non-refundable. Franchisee's Initial Franchise Fee, as calculated by this table and accounting for additional households, is stated in the Data Sheet attached hereto as Exhibit A.

Number of Designated Territories	Total Number of Households	Initial Franchise Fee per Designated Territory	Cumulative Franchise Fee
1	75,000	\$60,000	\$60,000
2	150,000	\$55,000	\$110,000
3	225,000	\$45,000	\$135,000

2. *Initial Training Fee.* Franchisee must pay Franchisor an initial training fee of Fifteen Thousand Dollars (\$15,000) (the “Initial Training Fee”) prior to or around the time Franchisee initially launches its Franchised Business. The Initial Training Fee is deemed fully earned and non-refundable upon signing this Agreement.
3. *Initial Marketing Investment.* Prior to the opening of the Franchised Business, Franchisee shall pay Franchisor the full amount of the first-year Initial Marketing Investment for the Franchised Business (the “Initial Marketing Investment”). Franchisor will use and/or direct all or a portion of these funds as Franchisor determines appropriate in its discretion to promote and market the Franchised Business within the Designated Territory(ies), including directing funds to suppliers Franchisor has designated or approved for such services. The amounts Franchisee must spend each year of operation under the Initial Marketing Investment are as follows:

Period	Initial Marketing for 1 Designated Territory	Initial Marketing for 2 Designated Territories	Initial Marketing for 3 Designated Territories
During Your First Year of Operation	\$30,000	\$30,000	\$30,000
During Your Second Year of Operation			\$10,000

4. *Marketing Kit and Other Inventory Purchases.*
 - a. Upon signing this Agreement, Franchisee must pay Franchisor \$3,500 to \$5,000 for the initial package of business supplies such as uniforms, marketing brochures, and business cards to use in the operation of its Franchised Business (the “Marketing Kit”).
 - b. Franchisee will be required to purchase ongoing inventory, including certain proprietary and/or branded resin and granules and other products necessary to provide the Approved Services (collectively, the “Proprietary Products”), as in the amounts initially required by Franchisor and otherwise as needed to meet client demand for the Approved Services.

- c. Prior to opening the Franchised Business, Franchisee shall purchase the “Production Supplies Kit” and the “Sales Kit” (or the items that Franchisor designates as constituting these two kits) from Franchisor and/or its approved and/or designated suppliers. The Production Supplies Kit currently costs approximately \$3,000 to \$5,000. The Sales Kit currently costs approximately \$3,000 to \$4,000.
5. *Definition of Gross Sales.* In addition to the fees above, Franchisee will be required to pay Franchisor certain ongoing fees that may be based on gross sales. As used in this Agreement, “Gross Sales” include all: (a) revenue from the sale of all products and performance of services from the Franchised Business, whether for cash, credit or barter, and regardless of collection in the case of credit, and income of every kind and nature related to the Franchised Business; and (b) any rebates or other consideration that Franchisee receives from third-party vendors/suppliers. “Gross Sales” from customers will not include monies that are collected and submitted by Franchisee for the transmittal to the appropriate taxing authority. In computing the Gross Sales, the Franchisee shall be permitted to deduct the amount of cash refunds to, and coupons used by customers at or prior to the time the customer has paid the full balance owed to Franchisee, provided such amounts have been included in sales. In the event Franchisee participates in any discount program, including but not limited to Groupon (which Franchisor must approve in writing), Gross Sales will include the full retail value of the goods or services rendered to the customer before any discounts or commission.
6. *Royalty Fee.* Once the Franchised Business is open and operating (and/or required to be open and operating under this Agreement), Franchisee will pay Franchisor a continuing weekly royalty fee in the amount equal to seven percent (7%) (the “Royalty Fee”) of Gross Sales generated by Franchisee’s Franchised Business. The Royalty Fee is payable each Monday afternoon following the end of the previous Business Week. The Royalty Fee is deemed fully earned and nonrefundable upon payment. Notwithstanding the foregoing, the Royalty Fee for any given month is subject to a minimum equal to seven percent (7%) of the applicable Minimum Gross Sales for that month. If the aggregate Royalty Fees paid by Franchisee with respect to a given month, based on actual Gross Sales, are less than seven percent (7%) of the applicable Minimum Gross Sales for that month, Franchisor will invoice Franchisee for the difference (the “Royalty Shortfall Adjustment”) in the immediately following month, and Franchisee shall pay the Royalty Shortfall Adjustment within the time period specified in the invoice.
7. *Fund Contribution.* Franchisor has established a System-wide marketing and technology fund (the “Fund”). Franchisee shall make monthly contributions to the Fund according to the chart in Section 9.E. Each month, Franchisee shall pay Franchisor the then-current Annual Fund Contribution amount (based on the number of Designated Territories Franchisee has purchased and the length of time the Franchised Business has been in operation), as reflected in the chart, divided by twelve (12). Franchisor reserves the right to select when the Fund contributions are made. Franchisor may modify these fund contribution requirements upon thirty (30) days written notice to Franchisee. Currently, the Fund Contribution is payable on the first of each month. The Fund Contribution is deemed fully earned and nonrefundable upon payment.

8. *[Reserved.]*
9. *Business Management Software Fee.* Beginning when Franchisee opens for business, Franchisee shall pay Franchisor the then-current fee for Franchisor's Business Management Software on the first of each month plus 0.25% of Franchisee's monthly Gross Sales generated by the Franchised Business. The Business Management Software fee is currently \$400 per month plus 0.25% of Franchisee's monthly Gross Sales generated by the Franchised Business. Franchisee shall report to Franchisor all data related to products and services as required by Franchisor from time to time. Such data may include, without limitation, weather conditions among other data points. Franchisor may request such data from Franchisee from time to time or, in Franchisor's discretion, Franchisor may require Franchisee to enter such data into Franchisor's Business Management Software or another method of data collection.
10. *Other Amounts.* Franchisee will also be responsible for the other costs associated with establishing and operating the Franchised Business in accordance with System standards and specifications that Franchisee may be required to pay to Franchisor's approved or designated supplier (which may include Franchisor or its affiliates): (a) local advertising and promotion of the Franchised Business; (b) training/tuition fees; (c) evaluation costs; (d) ongoing software licensing fees for software that Franchisor designates for use in connection with the Franchised Business, including the System-based business management software (collectively, the "Required Software"); (e) home-show booth and spray-booth; (f) computer hardware; and (g) certain marketing dollars that Franchisor may collect and expend on behalf of the Franchised Business in connection with territorial campaigns as described more fully in this Agreement, a marketing and advertising materials Franchisor may require Franchisee to purchase any of items or services that are required in connection with Franchised Business from such an approved or designated supplier.

B. Method of Payment; Bank Accounts.

1. *Method of Payment.* With the exception of the Initial Franchise Fee (which should be paid by bank check or wire transfer), Franchisee shall pay all fees and other amounts due to Franchisor and/or its affiliates under this Agreement through an electronic funds transfer program designated by Franchisor (the "Payment Program"), under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor or its affiliates, from the bank account Franchisee provides to Franchisor for use in connection with Payment Program (the "Payment Account"). Upon Franchisor's written request, Franchisee must make all such payments described in this Section by bank or certified check. Franchisor may, in its sole discretion, change the timing of and method by which Franchisee shall pay all fees and other amounts due to Franchisor and/or its affiliates under this Agreement. Franchisee shall utilize Franchisor's designated payment processing software, currently GoCardless, for all payments due to Franchisor and its affiliates. Franchisee shall be responsible for either paying or reimbursing Franchisor for any and all bank charges or other electronic payment fees associated with any payments due or otherwise made to Franchisor and/or its affiliates.

2. *Use of Payment Account for Operational Funds.* Franchisee shall immediately deposit all revenues from operation of the Franchised Business into the Payment Account immediately upon receipt, including cash, checks, and credit card receipts. At least ten (10) days prior to opening the Franchised Business, Franchisee shall provide Franchisor with: (i) Franchisee's bank name, address and account number; and (ii) a voided check from such bank account. Contemporaneous with the execution of this Agreement, Franchisee shall sign and provide to Franchisor and Franchisee's bank or Franchisor's designated online platform (currently GoCardless), all documents necessary to effectuate the Payment Program and Franchisor's ability to withdraw funds from the Payment Account via electronic funds transfer or any other means determined by Franchisor in its sole discretion. Franchisee shall immediately notify Franchisor of any change in Franchisee's banking relationship, including any change to the Payment Account. Franchisor may require Franchisee to accept and process all customer payments through Franchisor's Business Management Software, and Franchisee shall be responsible for paying all applicable terminal fees and payment processing fees or reimbursing Franchisor for such fees.
3. *Adjustments for Inflation.* All fees due to Franchisor under this Franchise Agreement other than the Initial Franchise Fee may be increased from time to time to account for inflation up to the increase measured by the United States Consumer Price Index.

C. **Access to Computer System.** Franchisor may, without notice to Franchisee, have the right to independently and remotely access any proprietary software program and the computer system that Franchisee is required to use in connection with the Franchised Business or will be required to use in the future (the "Computer System"), via the Internet or other electronic means, in order to obtain any financial and/or Client information that is related to the operation of the Franchised Business, including without limitation, Gross Sales and Client contact and property information. Franchisee must obtain and use the Computer System hardware, software and other components that Franchisor prescribed for use in connection with the Franchised Business and utilize and participate in any intranet/extranet that Franchisor establishes in connection with the System. Franchisee hereby consents to Franchisor using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by Franchisor or disclosed to Franchisor in accordance with this Agreement.

D. **Operational Reports: Right to Modify Payment Interval.**

1. Franchisee shall provide Franchisor with the following reports and information, all of which must be certified as true and correct by Franchisee and in the form and manner prescribed by Franchisor: (i) Franchisee shall enter all data that Franchisor requires into the Business Management Software on a daily basis, including all Gross Sales collected, all contracts signed, all quotes completed, and all leads that Franchisee generated; (ii) on or before the twentieth (20th) of each month: (a) an unaudited profit and loss statement for the Franchised Business for the preceding calendar month, prepared using the GL codes prescribed by Franchisor; and (b) a profit and loss statement organized by customer or job (a "Customer-Level P&L")

for the preceding calendar month, or such equivalent report as Franchisor may require from time to time; (iii) within sixty (60) days of each calendar quarter, an unaudited balance sheet reflecting the financial position of the Franchised Business as of the end of that calendar quarter; (iv) within sixty (60) days of Franchisor's request, a financial statement that details the total assets and liabilities of the Franchised Business (and, if appropriate Franchisee and personal guarantors under this Agreement); (v) within sixty (60) days after the close of each fiscal year of Franchisee, financial statements which must include a statement of income and retained earnings, a statement of changes in financial position, and a balance sheet of the Franchised Business, all as of the end of such fiscal year; and (vi) any other financial information or performance metrics of the Franchised Business that Franchisor may reasonably request. Franchisee must provide Franchisor with a completed and updated year-end profit and loss statement for the preceding fiscal year no later than March 1 of each year. Failure to provide the year-end profit and loss statement by March 1 will result in a fine of Five Hundred Dollars (\$500.00) per week, assessed weekly from the due date until Franchisor receives and accepts the required documents in full. Franchisee acknowledges that Franchisor is required to collect accurate financial information to support system-wide performance reporting and to disclose financial information to prospective franchisees where required, and that continued failure to comply with Franchisee's reporting obligations under this Section constitutes a material breach of this Agreement.

2. The parties agree and acknowledge that Franchisor may modify the interval at which it collects Franchisee's Royalty Fee, Fund Contribution and other recurring fees under this Agreement upon written notice (i.e., Franchisor may provide Franchisee with notice that it will be collecting these fees on a monthly rather than weekly basis). In such event, Franchisee's reporting obligations may also be modified by Franchisor accordingly.
3. Franchisee hereby grants Franchisor permission to report and distribute Franchisee's gross sales, gross sales mix, cost of material and labor and other certain expenses to other existing franchisees of Franchisor with such additional information as Franchisor may deem appropriate, including the identification of Franchisee, the location of Franchisee's franchised premises, and such other information as may make the gross sales/gross sales mix information a useful business aid to Franchisee and other franchisees of Franchisor. Franchisee will save and hold harmless Franchisor against and from any and all claims, liabilities, or suits resulting from or in connection with any acts or omission of Franchisor in the aforementioned reporting of sales.

- E. **Late Payments.** If any payment due under this Agreement is not received by Franchisor by the scheduled date due, Franchisee shall be in default under this Agreement. If any payment is overdue, Franchisee shall pay interest to the Franchisor, in addition to the overdue amount, at a rate of eighteen percent (18%) per year, or higher, as permitted by applicable law in the state where the Franchised Business is located, beginning from the date of non-payment or underpayment, until paid. Franchisor further reserves the right to charge a late fee amounting to \$500 in connection with any payment that is late or that Franchisor is unable to collect via Franchisee's Payment Account. Entitlement to collect such interest shall be in addition to any and all other remedies Franchisor may have. Franchisee agrees to pay Fifty Dollars (\$50.00) for each check given or electronic transfer

made to Franchisor that is dishonored, fails to process, or is returned.

- F. **Taxes Owed by Franchisee.** No payments to be made to Franchisor by Franchisee, whether for royalties, advertising, merchandise, special programs, or otherwise, may be reduced on account of the imposition by any federal, state, or local authority of any tax, charge, or assessment, or by any claim Franchisee may have against Franchisor. All taxes, charges, or assessments shall be paid by Franchisee to the taxing authorities when due, in addition to the amounts due to Franchisor, including, but not limited to, all required lodging taxes.
- G. **Inability to Operate Franchised Business.** If Franchisee is unable to operate the Franchised Business due to damage or loss to the Premises and/or the Approved Vehicle(s) and any equipment located thereon caused or created by a casualty, act of God, condemnation, or other condition over which Franchisee has no control, then Franchisor will waive the Royalty Fee due under this Agreement for a period of time that Franchisor reasonably determines is necessary for the Franchised Business to repair the damage/loss to the Premises and resume operations (or relocate the Franchised Business to a different location within the Designated Territory), with said waiver period not to exceed ninety (90) days commencing from the date Franchisee gives Franchisor notice of the damage or loss.
- H. **Failure to Input Business Information.** If Franchisee fails to input all prospects, clients, sales appointments and visits, jobs, sales, etc. in to its business management software, then Franchisee must pay Franchisor \$500 per week per reporting infraction.
- I. **Supplier Payment Terms; Marketing Suspension.**
1. Franchisor may, in its discretion, make available to Franchisee Net 30 payment terms in connection with distribution or supplier purchases. If Franchisee's account with any supplier or distributor is past due by more than five (5) calendar days, all then-pending and future orders and supplier payments will be converted to prepay terms until Franchisee's account is current. If more than one (1) payment made by Franchisee is dishonored, returned, or fails to process within any two (2) calendar month period, Franchisee will be moved to prepay terms for all orders from that date forward. A Franchisee with any outstanding past-due balance may not place new orders for products or materials, and Franchisee's continued marketing services may be suspended as described below.
 2. If Franchisee's account reflects a past-due balance of five (5) or more business days, Franchisor reserves the right to suspend Franchisee's digital marketing services until Franchisee's account is fully current. Marketing services will be restored only after: (i) all past-due amounts owed to Franchisor and any Approved Supplier have been paid in full; (ii) Franchisee has prepaid any then-upcoming marketing amounts; and (iii) Franchisee has paid Franchisor a marketing reactivation fee of Two Hundred Fifty Dollars (\$250.00) (the "Reactivation Fee"). The Reactivation Fee is due and payable prior to restoration of marketing services.

5. **DUTIES OF FRANCHISOR**

A. **Initial Training.**

1. *Initial Training Prior to Opening Subject to Payment of the Initial Training Fee.*

Franchisor will provide (a) its initial training program (the “Initial Training Program”) to Franchisee (or its operating principal if Franchisee is an entity) and, if applicable, the individual that Franchisee has designated and Franchisor has approved to handle the day-to-day management of the Franchised Business (a “Designated Manager”), and (b) the appropriate components of the Initial Training Program to each additional individual that Franchisee expects or intends to engage provide certain Approved Services and Approved Products through the Franchised Business. The parties agree and acknowledge that: (i) certain portions of the Initial Training Program will be provided by Franchisor remotely via telephone calls, webinars or other online learning management system/technology; (ii) other portions of the Initial Training Program must be attended and completed at Franchisor’s headquarters, Franchisee’s Premises or other designated training facility for the time period Franchisor prescribes or otherwise approves; and (iii) Franchisee shall bear all its costs and expenses incurred by Franchisee and all other trainees in connection with the Initial Training Program, including without limitation, travel, lodging, meals, local transportation and wages for any personnel.

2. *Replacement Personnel.* Franchisor will also provide the Initial Training Program or appropriate portions thereof to any replacement personnel that will serve as Franchisee’s Designated Manager of the Franchised Business, provided Franchisee pays Franchisor an Additional Training Fee of \$500 per attendee for such initial training (as well as any costs and expenses incurred such as lodging and travel) and subject to the schedule and availability of Franchisor’s training staff.
3. *Training Pre-Conditions; Acknowledgement of Completion.* The parties agree and acknowledge that: (i) Franchisee must satisfy the training pre-conditions found in Section 6(N) of this Agreement (the “Training Pre-Conditions”) before Franchisee or any of its personnel can attend any portion of the Initial Training Program that is provided at Franchisor’s headquarters, Franchisee’s Premises and/or other designated training facility; and (ii) upon completion of the Initial Training Program and/or any appropriate components thereof, Franchisee or the individual that completed such training may be required to sign an acknowledgement that it received such training from Franchisor consistent with this Agreement.

B. **On-Site Assistance.** Subject to Franchisee and its appropriate personnel attending and completing all necessary training to commence operations of the Franchised Business and satisfaction of all Training Pre-Conditions, Franchisor will provide on-site assistance at the Franchised Business or otherwise within the Designated Territory hereunder that typically lasts up to three (3) business days and is provided around the time that Franchisor approves Franchisee to commence operations of the Franchised Business.

C. **Additional and Refresher Training.**

1. *Required Additional Training.* Franchisor may, as it deems appropriate in its discretion, develop additional and refresher training courses, and require Franchisee, its Designated Manager and any other LR Specialist to attend such courses no more frequently than: (i) two (2) sessions of additional/refresher training year, which, combined will not exceed seven (7) total days and may take place at Franchisor’s designated training facility; and (ii) twenty-four (24) hours of additional or refresher training via online learning management system (“LMS”) or other medium that allows for remote attendance and completion (“Additional Training”). Franchisor will not

require Franchisee to pay an Additional Training Fee, plus lodging and travel, in connection with any Additional Training that Franchisor requires under this Section, but Franchisee will be responsible for the costs and expenses incurred in connection with Franchisee and its designated personnel attending such training, which may take place at a training facility that Franchisor designates.

2. *Requested Additional Training and/or On-Site Assistance.* Franchisor may also provide Additional Training or other on-site assistance at Franchisee's reasonable written request, subject to: (i) the schedule and availability of Franchisor's training personnel; and (ii) Franchisee paying Franchisor an Additional Training Fee of \$500 per attendee, plus lodging and travel, for each trainer that is provided in connection with the requested Additional Training, as well as Franchisee covering the costs and expenses that such personnel incur in providing such training. Franchisor will provide Additional Training under this Section as it deems appropriate in its discretion.
3. *Remedial Training.* Franchisor may require Franchisee to attend up to five (5) days of remedial training that Franchisor reasonably determines Franchisee and appropriate personnel must undertake in response to (a) the failure of Franchisee or any other required personnel to sufficiently complete the Initial Training Program or any type of Additional Training that Franchisor requires under Section 5(C)(1) above, or (b) Franchisee's failure to operate the Franchised Business in accordance with the terms of the Franchise Agreement after Franchisor has provided Franchisee with written notice of such failure (each, an instance of "Remedial Training"). Franchisor reserves the right to charge an Additional Training Fee of \$500 per attendee, plus lodging and travel, for any Remedial Training that is provided to Franchisee and/or its personnel at any location. Franchisee must cover the costs and expenses incurred by Franchisor and its personnel in providing such Remedial Training if such training is provided at a location other than Franchisor's headquarters.

- D. **Learning Management System.** Franchisor will provide access to, or otherwise loan, Franchisee one (1) copy of the Learning Management System prior to the opening of the Franchised Business. Franchisor will also loan Franchisee a list of: (i) all furniture, fixtures, equipment, inventory, supplies and other items that Franchisee is required to purchase or lease in connection with the establishment and ongoing operation of the Franchised Business (collectively, the "Required Items"); (ii) a list of all suppliers from which Franchisee must purchase or lease any Required Items, which may be Franchisor or its affiliates (collectively, the "Approved Suppliers"); and (iii) a list of the Approved Products and Approved Services that Franchisee is authorized to offer, sell or provide at and from the Franchised Business, including membership programs and services. The foregoing lists may be provided as part of the Learning Management System or otherwise in writing prior to opening, and Franchisor has the right to revise, supplement or otherwise modify these lists and the Learning Management System at any time upon written notice to Franchisee. Franchisor may also establish and maintain a website portal or other intranet for use by Franchisee and other Franchised Business owners (the "Liqua-Roof Web Portal"), where Franchisor may post content that will automatically become part of, and constitute a supplement to, the Learning Management System, all of which Franchisee must strictly comply with promptly after such content is posted or otherwise listed on the Liqua-Roof Web Portal. In the event Franchisee or its personnel saves or prints out a hard copy of any portion of the Learning Management System, then such electronic/hard versions must be immediately returned upon expiration or termination of this Agreement for any reason (and never used for any competitive purpose). The provisions of this Section shall survive the

term of this Agreement

- E. **Initial Marketing Assistance.** Franchisor may assist Franchisee, as it deems appropriate in its discretion, in developing and conducting the Initial Marketing Investment (as defined and described more fully in Section 9 of this Agreement), which program will be conducted at Franchisee's expense.
- F. **Continuing Assistance.**
1. Franchisor may, as it deems appropriate and advisable in its sole discretion, provide continuing advisory assistance in the operation of the Franchised Business. Franchisor's determination not to provide any particular service, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.
 2. Franchisor may provide such assistance via telephone, fax, intranet communication, Skype or any other communication channel Franchisor deems appropriate, subject to the availability and schedules of Franchisor's personnel.
 3. Franchisor may make available to Franchisee information regarding any new product, service or suppliers or any updated methods of doing business.
 4. In the event Franchisee requests that Franchisor provide any type of assistance or training on-site at the Franchised Business, then Franchisee may be required to pay Franchisor's then-current training tuition fee in connection with such training (in addition to reimbursing Franchisor for any costs/expenses that Franchisor's personnel incurs in connection with providing such assistance).
- G. **Review of Advertising Materials.** Franchisor will review and approve/reject any advertising or marketing materials proposed by Franchisee in connection with the Franchised Business as described more fully in Section 9 of this Agreement.
- H. **Website.** For so long as Franchisor has an active website containing content designed to promote the LIQUA-ROOF brand, System and Proprietary Marks (collectively, the "Website"), Franchisor will list the contact information of the Franchised Business on this Website, provided Franchisee is not in material default under this Agreement. The Website is discussed in greater detail in Section 9(G) of this Agreement.
- I. **Email Addresses.** Franchisor will provide Franchisee with at least one (1) email address, which: (i) Franchisee is required to use in connection with the Franchised Business; and (ii) must be the only email addresses used in connection with the Franchised Business.
- J. **Private Label Products.** Franchisor may directly, or indirectly through Franchisor's affiliates or designated vendors, develop and provide Franchisee with private label products or other merchandise bearing the Proprietary Marks to be used by Franchisee and/or offered and sold by Franchisee as part of the Approved Services that are provided at the Franchised Business. Franchisee may be required to purchase these items from Franchisor or any other Approved Supplier that Franchisor designates.
- K. **Inspections of the Premises and Approved Vehicles.** Franchisor will, as it deems appropriate in its sole discretion, conduct inspections and/or audits of the Franchised Business and, upon 48 hours' notice, of the Premises and/or Approved Vehicles to ensure

that Franchisee is operating its Franchised Business in compliance with the terms of this Agreement, the Learning Management System and the System standards and specifications. Such inspections may include: (i) inspections of the Premises and/or Approved Vehicles and inspecting any and all books and records; (ii) conducting mystery shop services and/or inspections designed to evaluate the Approved Products and Approved Services provided by the Franchised Business and any pre-sale activities involved with the same. Inspections of the Premises and/or Approved Vehicles will only occur during normal business hours and, with respect to the Premises, will only involve the physical area that is specifically devoted to the Franchised Business. Franchisee is solely responsible for ensuring that the Franchised Business is being operated in compliance with all applicable laws and regulations.

- L. **Administration of Fund.** Franchisor will administer the Fund as it deems advisable to the System in its sole discretion as described more fully in Section 9 of this Agreement.
- M. **No Assumption of Liability.** Franchisor shall not, by virtue of any approvals or advice provided to the Franchisee under this Agreement, including site approval or other approval provided under this Section 5, assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable. Franchisee acknowledges that any assistance (including site selection and project oversight) provided by Franchisor or its designee in relation to the selection or development of the Premises is only for the purpose of determining compliance with System standards and does not constitute a representation, warranty, or guarantee, express, implied or collateral, regarding the choice and location of the Premises, that the development of the Premises is free of error, nor that the Franchised Business is likely to achieve any level of volume, profit or success.
- N. **Delegation of Duties.** Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement, as Franchisor may direct.
- O. **Pre-Opening Obligations Acknowledgement.** If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within sixty (60) days following the opening of the Franchised Business. Absent such notice to Franchisor, Franchisee acknowledges, agrees and grants that Franchisor fully complied with all of its pre-opening and opening obligations set forth in this Agreement.
- P. **Annual Conference.** Franchisor may establish and conduct an annual conference for all franchise owners and may require Franchisee (or its Designated Manager) to attend this conference, but for no more than five (5) days each year. Franchisee will be solely responsible for all expenses incurred in attending the annual conference (including any employee wages), and Franchisor reserves the right to require Franchisee to pay Franchisor its then-current conference contribution fee upon demand and prior to attending. If Franchisee fails to attend the annual conference, Franchisee shall pay Franchisor the conference contribution fee plus a non-attendance fee of two thousand dollars (\$2,000) in addition to any other remedies Franchisor has under this Agreement. Franchisee's payment of the conference contribution fee and non-attendance fee shall not cure the default that occurs by Franchisee's failure to attend an annual conference.
- Q. **Call Center and Sales Center.** Franchisor has established a system-wide call center ("Call

Center”). Franchisee must participate with the Call Center and shall pay Franchisor two hundred and ninety dollars (\$290) per month for use of the Call Center beginning when the Franchised Business opens for business. Within the Call Center, Franchisor has established a sales center (“Sales Center”), which includes personnel who will provide quotes to Franchisee’s customers and ultimately attempt to make sales to such customers. Franchisee understands and acknowledges that Franchisor may, in its sole discretion, require Franchisee to use the Sales Center at any time and for any length of time if Franchisor believes that Franchisee is not timely providing quotes to its customers. Franchisor reserves the right to charge a fee equal to five percent (5%) of the job price if Franchisor books a job for Franchisee. Franchisor reserves the right, in Franchisor’s sole discretion, to require Franchisee to utilize Franchisor’s Sales Center and to pay Franchisor the above fees. If Franchisee utilizes Franchisor’s Call Center for purposes other than scheduling appointments and providing quotes, Franchisor may charge Franchisee its then-current fees for such additional services. Such additional services may include, without limitation, customer service calls.

6. DUTIES OF FRANCHISEE

A. Securing a Home Office or other Location.

1. The parties agree and acknowledge that: (i) Franchisor expects and assumes that Franchisee will operate the Franchised Business, at least during its initial period of operations, from Franchisee home office and/or residential property; (ii) in the event Franchisee is not permitted by the applicable laws where his home is located from parking the Mobile Services Unit and/or otherwise operating the Franchised Business, then Franchisee will be permitted to operate from a third-party premises.
2. Regardless, Franchisee must secure a Home Office or other location for the operation of the Franchised Business within ninety (90) days of the execution of this Agreement that Franchisor approves in its sole discretion (if a Home Office is not already identified and accepted by Franchisor at the time of execution of this Agreement).

B. Omitted.

C. Build-Out of Premises and Time to Open.

1. Franchisee must ensure the Home Office or other location complies with all applicable laws necessary to serve as the premises of the Franchised Business.
2. Franchisor must provide its prior written approval before Franchisee may open the Franchised Business, and Franchisor reserves the right to inspect the Home Office or other location, Mobile Services Unit and vehicle that Franchisor must approve to tow that Mobile Services Unit (the “Approved Vehicle”) prior to the opening date.
3. Should Franchisee fail to open the Franchised Business for operation within the prescribed period or, if applicable, within an extension of time approved in writing by Franchisor, this Agreement will be deemed terminated upon written notice from Franchisor to Franchisee, without the necessity of further action or documentation by either party.
4. If ever required by applicable law in connection with a third-party space that

Franchisee determines to establish instead of a Home Office for the Franchised Business, Franchisee shall use a qualified licensed, general contractor or construction supervisor to oversee construction or modification of the Franchised Business and completion of all improvements.

5. Franchisee must ensure the Home Office or other location is suitable for operations, complete all other pre-opening obligations under this Agreement and commence active operations no later than six (6) months from the date this Agreement is executed.
6. If Franchisee fails to open the Franchised Business for operation within the prescribed period (or, if applicable, within any extended period of time Franchisor approves in writing), this Agreement will be deemed terminated upon written notice to Franchisee from Franchisor.

D. **Licenses and Permits for Franchised Business.** Prior to actively soliciting prospective clientele and/or providing the Approved Services, Franchisee must obtain and maintain (throughout the term of this Agreement) all required licenses, permits and approvals to establish, open and operate the Franchised Business at the Premises and within the Designated Territory, including all required licenses and permits related to the offer and sale of the Approved Services.

E. **Licensing Requirements for Personnel.** Franchisee must ensure that the applicable Approved Services provided at the Franchised Business are only conducted by individuals that have the necessary real estate licenses and/or other certifications or approval, if any, necessary to provide the Approved Services at issue.

F. **Approved Products and Approved Services: LR Specialist Requirement.**

1. *Authorized Products and Approved Services Only.* Franchisee must only offer and sell only the Approved Products and Approved Services at the Franchised Business. Franchisee may not offer or provide any other products/services and must not deviate from Franchisor's System standards and specification related to the manner in which the Approved Services and Approved Products are offered and sold, unless Franchisor provides its prior written consent. Franchisor has the right to add additional, delete or otherwise modify certain of the Approved Services or Approved Products from time to time in the Learning Management System and otherwise in writing, as it deems appropriate in its sole discretion. In the event of a dispute between Franchisee and Franchisor concerning Franchisee's right to carry any particular product or to offer any specific service, Franchisee will immediately remove the disputed products from inventory, remove the disputed service from those services offered at the Premises, or, if the same are not already in inventory or such services not yet being offered, will defer offering for sale such products and services pending resolution of the dispute.
2. *Personnel that May Provide Certain Approved Services and/or Approved Products.* Franchisee agrees and acknowledges that: (i) before Franchisee and other personnel of the Franchised Business may provide certain Approved Services and corresponding Approved Products through the Franchised Business, including those Approved Services involving the Proprietary Products, they must first complete the appropriate components of the Initial Training Program necessary to

become an authorized provider for such Approved Services and Approved Products (an “LR Specialist”); (ii) upon completion of such initial training, Franchisor will provide Franchisee, its Designated Manager (if applicable) and/or other individual with a written acknowledgement that he/she is an LR Specialist (the “LR Specialist Notice”) that confirms and details the specific Approved Services that the specialist may provide to customers of the Franchised Business (the “LR Specialist Services”); and (iii) Franchisee must ensure that any Approved Services and Approved Products provided through the Franchised Business are provided by an LR Specialist (which may be Franchisee or its Designated Manager or other individual) that has received an LR Specialist Notice detailing the relevant services/products as part of the LR Specialist Services.

- G. **Approved Vehicles, Signs, and Inventory.** Franchisee must maintain at all times during the term of this Agreement and any renewals hereof, at Franchisee’s expense, the Approved Vehicles, the Franchised Business, and all equipment, fixtures, furnishings, signs, artwork, décor items and inventory therein as necessary to comply with Franchisor’s standards and specifications as prescribed in the Learning Management System or otherwise in writing. Franchisee must also make such additions, alterations, repairs, and replacements to the foregoing as Franchisor requires. At Franchisor’s request, which shall not be more often than once every five (5) years, Franchisee shall refurbish and upgrade the Approved Vehicles, any equipment thereon, and other components of the Franchised Business at its expense, to conform to the building design, trade dress, color schemes, and presentation of Proprietary Marks consistent with Franchisor’s then-current standards and conditions for the System, including without limitation, redecoration, remodeling, and modifications to existing improvements, but specifically excluding vehicle wraps, lettering, and/or trade dress for those vehicles used in the operation of the Franchised business that may be updated more frequently (collectively, the “Vehicle Updates”). Franchisee shall have twelve (12) months from its receipt of Franchisor’s request to complete the change, except that Franchisee is required to complete any Vehicle Updates within four (4) months of Franchisor’s request.
- H. **Compliance with Applicable Laws.** Franchisee must at all times conduct and operate the Franchised Business in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto.
- I. **Approved Vehicle; Other Required Items.** Franchisee must: (i) purchase, lease, and/or maintain any and all Required Items that Franchisor designates for use in connection with the Franchised Business that may include, without limitation, the Mobile Services Unit, Approved Vehicle, Computer System, equipment, supplies, inventory; (ii) ensure that all Required Items meet Franchisor’s standards and specifications; and (iii) purchase all items Franchisor specifies from the Approved Supplier(s) that Franchise designates, which may include Franchisor or its affiliate(s). Franchisee agrees and acknowledges that Franchisor and/or its affiliates may derive revenue from the offer and sale of Required Items.

Franchisee shall cause the Mobile Services Unit and Approved Vehicle to be wrapped or painted in signage and artwork as approved by Franchisor prior to opening the Franchised Business. Franchisee agrees to maintain any Approved Vehicle in good mechanical condition and an appearance that properly represents Franchisor’s brand to the public and to improve vehicle appearance at the request of the Franchisor.

- J. **Required Purchases of Inventory and Supplies.** Franchisee must purchase all inventory

and supplies required by Franchisor to sell and provide the Approved Products and Approved Services, as well as thereafter maintain such inventory/supply levels, as Franchisee deems reasonably necessary and appropriate, to meet current customer demand and any anticipated customer demand in the near future.

- K. **Inspection of Items.** Franchisee shall permit Franchisor or its agents, at any reasonable time, to remove from the Franchised Business samples of items without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent, certified laboratory to determine whether said samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor, or if the sample fails to conform to Franchisor's specifications.
- L. **Alternative Supplier Approval.** If Franchisee wishes to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, to the extent known. At Franchisor's request, Franchisee must also provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. If Franchisor incurs any costs in connection with testing a particular product or evaluating an unapproved supplier at Franchisee's request, Franchisee must reimburse Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the item or supplier. Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within thirty (30) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's request will be deemed denied. Franchisor may, but is not obligated to, provide Franchisee's proposed supplier with its specifications for the item that Franchisee wishes the third-party to supply, provided that third-party executes Franchisor's prescribed form of non-disclosure agreement. Each supplier that Franchisor approves must comply with Franchisor's usual and customary requirements regarding insurance, indemnification and non-disclosure. If Franchisor approves any supplier, Franchisee may enter into supply contracts with such third party, but under no circumstances will Franchisor guarantee Franchisee's performance of any supply contract. Franchisor may re-inspect and revoke Franchisor's approval of particular products or suppliers when Franchisor determines, in Franchisor's sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole. Franchisor has the right to receive payments from suppliers on account of their dealings with Franchisee and other franchisees and to use all amounts Franchisor receives without restriction (unless instructed otherwise by the supplier) for any purposes Franchisor deems appropriate.
- M. **Computer Issues.** Franchisee acknowledges and agrees that Franchisee is solely

responsible for protecting itself from computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders in connection with the operation of the Franchised Business, including the any proprietary software used in connection with the System.

N. **Training Completion and Meeting Attendance.**

1. Franchisee must ensure that Franchisee and, if appropriate, its Designated Manager and/or any other personnel that wishes to serve as an initial LR Specialist and provide Approved Services to the initial customers of the Franchised Business, must attend and successfully complete the Initial Training Program, or appropriate portions thereof as Franchisor approves, prior to opening the Franchised Business.
2. Franchisee agrees and acknowledges that Franchisor may require Franchisee and its personnel to complete the components of the Initial Training Program that are provided via remote participation within thirty (30) days of the date this Agreement is executed.
3. Franchisee agrees and acknowledges that Franchisee must complete and/or satisfy the following Training Pre-Conditions before Franchisor will approve Franchisee or any of its designated trainees to attend the components of the Initial Training Program that are provided at Franchisor's headquarters or other designated training facility:
 - i. payment of the Initial Training Fee and submission of Franchisee's Initial Marketing Investment amount of \$30,000 as discussed more fully in Section 9 of this Agreement;
 - ii. undertake all steps to establish the Payment Account, as described in Section 4(B) of this Agreement, including providing Franchisor and/or its designee with all authorizations and approvals necessary to access such Payment;
 - iii. demonstrate that Franchisee has obtained all required insurance coverages required by this Agreement and the Learning Management System; and
 - iv. provide Franchisor with completed copies of all agreements and contracts that are attached as Exhibits to this Agreement that are signed by Franchisee and/or appropriate third party(ies), to the extent such documents have not been signed, completed or need to be updated as of that date.
4. In addition to the Initial Training Program, Franchisee and any other management personnel of the Franchised Business must, at Franchisor's discretion, attend regional meetings ("Regional Meetings") that are either hosted or organized by Franchisor, and Franchisee shall be solely responsible for all costs of attending such Regional Meetings, including (i) paying Franchisor's then-current attendance fee to Franchisor upon demand, (ii) travel and lodging for those attending the Regional Meetings, and (iii) employment expenses for those attending the

Regional Meetings such as salary and other expenses. Franchisee and any other management personnel of the Franchised Business may be required, in Franchisor's discretion, to attend a training program that is conducted by one (1) or more of Franchisor's Approved Suppliers and designed to provide further instruction and training regarding the operation of the Franchised Business and provision of certain Approved Services (the "Third-Party Training"). If such Third-Party Training is required by Franchisor, then Franchisee will be: (i) required to pay Franchisor an Additional Training Fee of \$500 per attendee, plus lodging and travel, for those that attend the Third-Party Training; and (ii) responsible for the costs and expenses associated with Franchisee and any other required trainees attending such training. Once the Franchised Business is open, Franchisor will have the right to make this kind of Third-Party Training part of any Additional Training or Remedial Training that Franchisor may require under this Agreement. Notwithstanding the foregoing, Franchisor shall not require Franchisee to attend more than two (2) meetings per year between the Regional Meetings, Third-Party Training, and Annual Convention.

5. Franchisee must also ensure that Franchisee and if appropriate, its Designated Manager and/or LR Specialists, attend and complete any Additional Training or Remedial Training that may be required under this Agreement.
 6. Franchisee agrees and acknowledges that it will be solely responsible for: (i) all costs associated with Franchisee and/or its designated personnel attending any initial or ongoing training provided by Franchisor or any third-party trainer under this Agreement; and (ii) paying Franchisor an Additional Training Fee of \$500 per attendee, plus lodging and travel, for any (a) Additional Training requested by Franchisee, (b) Remedial Training that Franchisee is required to complete as part of its cure actions with respect to a default hereunder, or (c) any replacement or new personnel that needs to attend any portion of our Initial Training Program, as set forth in this Agreement.
 7. Any failure by Franchisee, its Designated Manager or other LR Specialist to (a) attend and complete the Initial Training Program, or (b) any other training/conferences that such individual(s) are required to attend and/or complete hereunder will constitute a material default of this Agreement and grounds for termination if not cured within the appropriate cure period set forth in this Agreement.
- O. **Training of Personnel.** Franchisee or at least one (1) of Franchisee's personnel that has successfully completed the entire Initial Training Program must conduct training classes for, and properly train, all of Franchisee's employees on sales, advertising, maintenance of the Premises, the POS and computer system, as well as any other information that is relevant to each individual's role with the Franchised Business, including Franchisor's standards and specifications for operating the Franchised Business, as Franchisor may set forth in the Learning Management System or otherwise in writing. Further, at least one (1) person that has completed the entire Initial Training Program must manage the Franchised Business at all times.
- P. **Hours of Operation.** Franchisee shall keep the Franchised Business open and in normal operation for such minimum hours and days as Franchisor may prescribe in the Learning Management System or otherwise in writing, and must ensure that the Franchised Business

is sufficiently staffed.

- Q. **Image.** Franchisee shall maintain the image of the Mobile Services Unit and other components, as well as the Approved Vehicle and Home Office or other location used in connection with the Franchised Business, at all times in accordance with Franchisor's standards and specifications, including: (i) ensuring that each Approved Vehicle and equipment components are routinely maintained in a clean and orderly manner; and (ii) ensuring that all equipment, furniture and fixtures used in connection with the Franchised Business remains in good, clean condition.
- R. **Customer Lists and Data/Agreements: Privacy Laws.**
1. Franchisee must (i) maintain a list of all of its current and former Clients, as well as their properties and any Approved Services contracts associated therewith (the "Client Information"), at the Premises; and (ii) make such lists and contracts available for Franchisor's inspection upon request. Franchisee must promptly return this information to Franchisor upon expiration or termination of this Agreement for any reason. This Client Information is deemed "Confidential Information" (as later defined in this Agreement) and Franchisor's exclusive property hereunder, including all Approved Services contracts with such Clients. Franchisee acknowledges that Franchisor may have automatic access to any or all of this information via the Computer System and related software that Franchisor requires for use in connection with the Franchised Business.
 2. Franchisee agrees to comply with all applicable laws pertaining to the privacy of the customer, employee, and transactional information ("Privacy Laws"). Franchisee further agrees to comply with Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee will: (i) comply with the requirements of applicable law; (ii) immediately give Franchisor written notice of said conflict; and (iii) promptly and fully cooperate with Franchisor in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent.
- S. **Promotional Prices: Pricing Guidelines.** To the extent permitted under applicable law, Franchisee must use commercially reasonable efforts to follow Franchisor's general pricing guidelines, including any promotional prices set by Franchisor for a particular Approved Product or Approved Service. As an independent contractor, however, Franchisee may exercise flexibility in meeting competition with respect to the pricing of the Approved Products and Approved Services.
- T. **Operation of Franchised Business and Customer Service.** Franchisee shall manage and operate the Franchised Business in an ethical and honorable manner and must ensure that all those working at the Franchised Business provide courteous and professional services to customers and always keep its customers' interests in mind while protecting the goodwill of the Proprietary Marks, System and the Franchised Business. Franchisee must handle all customer complaints and requests for returns and adjustments in a manner consistent with Franchisor's standards and specifications, and in a manner that will not detract from the name and goodwill enjoyed by Franchisor. Franchisee must consider and act promptly with

respect to handling of customer complaints, and implement complaint response procedures that Franchisor outlines in the Learning Management System or otherwise in writing. Franchisee shall collect and submit to Franchisor all data from providing services that Franchisor requires, including, without limitation, roofing job conditions.

Franchisee must maintain a Net Promoter Score ("NPS") of at least eighty (80) at all times during the term of this Agreement, as measured by the customer satisfaction survey methodology Franchisor designates from time to time (the "Minimum NPS"). If Franchisee's NPS falls below the Minimum NPS, Franchisor will notify Franchisee in writing, and Franchisee must, within ten (10) business days of receiving such notice: (i) contact each customer whose survey response contributed to the NPS deficiency; and (ii) identify, document, and remedy the underlying issue(s) causing the deficiency to Franchisor's reasonable satisfaction. If Franchisee fails to timely remedy any such issue(s), or if Franchisor determines in its reasonable discretion that Franchisee's remediation efforts are insufficient, Franchisor may, but is not obligated to, contact affected customers and remedy the deficiency directly on Franchisee's behalf. In such event, Franchisee shall reimburse Franchisor for all direct and related costs Franchisor incurs in connection with such remediation, including labor, materials, travel, and any third-party service costs, within fifteen (15) days of Franchisor's invoice therefor. Franchisor's election to remediate on Franchisee's behalf shall not constitute a waiver of any default or other right Franchisor may have under this Agreement.

- U. **Access for Inspections/Audit.** To determine whether Franchisee is complying with this Agreement, the Learning Management System and the System, Franchisor and its designated agents or representatives may at all times and without prior written notice to Franchisee: (i) observe and monitor the operation of the Franchised Business for consecutive or intermittent periods as Franchisor deems necessary; (ii) allow Franchisor to inspect photograph, or videotape the Franchised Business, equipment, or operations therein; (iii) interview or survey personnel and Clients of the Franchised Business; and (iv) inspect, audit and/or copy any books, records, and agreements relating to the operation of the Franchised Business, including all financial information. Franchisee agrees to cooperate with Franchisor fully in connection with these undertakings by Franchisor (if taken) and take such steps as may be necessary to immediately correct the deficiencies detected during any such inspection. If Franchisor exercises any of these rights, Franchisor will use commercially reasonable efforts to not unreasonably interfere with the operation of the Franchised Business.

- V. **Personal Participation by Franchisee.** Franchisee must personally participate in the direct management operation of the Franchised Business on a full-time basis, unless Franchisee engages a Designated Manager of whom Franchisor approves in writing to manage the day-to-day operations of the Franchised Business when Franchisee is not present. If Franchisee designates a manager at any time, that manager must successfully complete the Initial Training Program prior to assuming any management responsibilities in connection with the Franchised Business. Regardless, Franchisee is solely responsible for all aspects of the operation of the Franchised Business and ensuring that all the terms, conditions, and requirements contained in this Agreement and in the Learning Management System are met and kept. If Franchisee engages a Designated Manager to manage the day-to-day operations of the Franchised Business, such Designated Manager must, by one (1) year after the Franchised Business opens for business, either (i) own ten percent (10%) of the equity interest in Franchisee and/or the Franchised Business or (ii) be granted a compensation package that grants the Designated Manager ten percent (10%) of the equity

interest in Franchisee and/or the Franchised Business within a reasonable period of time.

- W. **Credit Cards and Payment Methods.** Franchisee must accept credit cards in connection with the Franchised Business to facilitate sales, including Visa, MasterCard, American Express, and Discover and any other major credit cards designated by Franchisor. Franchisee may also accept cash and/or checks in connection with the Franchised Business. Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards (“PCI DSS”), as such standards may be revised and modified by the PCI Security Standards Council (see www.pcisecuritystandards.org), or any successor organization or standards that Franchisor may reasonably specify. Franchisee’s requirements include, but are not limited to, implementing the enhancement, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards. Franchisee shall engage and use Franchisor’s designated payment processing vendor for processing all payments from customers to the Franchised Business.
- X. **Payments to Franchisor.** Franchisee agrees to promptly pay Franchisor all payment and contributions that are due to Franchisor, its affiliates or any Approved Supplier.
- Y. **Employment and Other Personnel Decisions.** Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee’s employees must be competent, conscientious, and properly trained.
- Z. **Minimum Gross Sales.**
1. The term “Minimum Gross Sales” means the minimum Gross Sales that Franchisee is required to generate in connection with the Franchised Business during a particular year of operation, which is based on (a) how long the Franchised Business has been open and (ii) the number of Designated Territories that Franchisee has purchased. Franchisee must achieve the following amounts of Minimum Gross Sales during the applicable years of operation:

Minimum Gross Sales			
Period(s)	1 Designated Territory	2 Designated Territories	3 Designated Territories
First Year of Operation	\$300,000	\$350,000	\$375,000
Second Year of Operation	\$431,250	\$475,000	\$575,000
Third Year of Operation	\$506,250	\$600,000	\$725,000
Fourth Year of Operation	\$531,563	\$700,000	\$800,000
Fifth Year of Operation	\$558,141	\$735,000	\$860,000
Sixth Year of Operation	\$586,048	\$771,750	\$924,500
Seventh Year of Operation	\$615,350	\$810,338	\$993,838
Eighth Year of Operation	\$646,118	\$850,854	\$1,068,375
Ninth Year of Operation	\$678,423	\$893,397	\$1,148,503
Tenth Year of Operation	\$712,345	\$938,067	\$1,234,641

AA. **Referral Program Participation.** Franchisor may establish a referral program that governs the referrals of customers between System franchisees, including Franchisee (the “Referral Program”). Franchisee must participate in Franchisor’s Referral Program and perform all then-current obligations set forth in the Referral Program, which Franchisor may, in its sole discretion, change from time to time.

1. **Current Referral Program Terms.** As of the Effective Date of this Agreement, Franchisor has established the Referral Program and Franchisee must participate and perform the following, which may be subject to change in Franchisor’s sole discretion:

a. **Referral Payment and Discount.** When a customer is referred to Franchisee through the Referral Program and such customer engages and pays Franchisee for goods and services, Franchisee shall pay a referral fee in the form of a prepaid Visa Gift Card to the person who referred such customer (the “Referral Payment”) **and** apply a discount on goods and services purchased from Franchisee by the referred customer (“Referral Discount”). Franchisor may designate the form of payment, vendor, and process for ordering and sending the Referral Payment, and Franchisor may, in its sole discretion, issue the Referral Payment and collect reimbursement from Franchisee. The Referral Payment amount shall be based on the amount the referred customer actually pays to Franchisee and the Referral Discount shall be based on the amount the referred customer agrees to pay Franchisee (both the “Job Amount”) according to the table below:

Job Amount:	\$2,500 - \$4,999	\$5,000 - \$7,499	\$7,500 - \$9,999	\$10,000+
Referral Payment:	\$125	\$250	\$375	\$500
Referral Discount:				

BB. Brand Standards; Uniform and Appearance Requirements.

1. Franchisee must ensure that all personnel representing the Franchised Business in a client-facing capacity comply with Franchisor's then-current brand appearance standards as set forth in the Learning Management System. As of the execution of this Agreement, the following minimum appearance standards apply:
 - a. During all sales calls and client-facing sales activities, Franchisee and each employee conducting sales must wear: a branded polo shirt; a branded vest; a branded cap; approved branded pants (jeans are not permitted); and red and black dress shoes, work boots, or footwear as approved by Franchisor.
 - b. During all production and on-site service work, Franchisee and each employee performing services must wear: a branded t-shirt; approved branded pants (jeans are not permitted); a branded sweater or hoodie; a branded hat or cap; and red and black steel-toe work boots or footwear as approved by Franchisor.
2. Annual Gear Refresh. Beginning twelve (12) months after the opening of the Franchised Business, and annually thereafter, Franchisee must order replacement branded apparel to maintain a professional and consistent brand appearance, at a minimum consisting of: (i) four (4) branded t-shirts per employee, subject to a minimum order of ten (10) t-shirts per year; (ii) one (1) branded hoodie or sweater per employee, subject to a minimum order of four (4) per year; and (iii) one (1) branded cap per employee, subject to a minimum order of four (4) per year. If Franchisee orders any branded gear during the calendar year, such orders will be credited toward and applied against the applicable annual minimum quantities. If Franchisee has not placed the required annual gear order by January 31 of each year, Franchisor will automatically generate the required minimum order on February 1, and Franchisee will be obligated to pay for such order in full upon receipt of Franchisor's invoice.
3. Vehicle and Trailer Condition. Franchisee must maintain all Approved Vehicles and trailers used in connection with the Franchised Business in a pristine condition at all times. Missing, peeling, or damaged vehicle branding must be repaired promptly and, in any event, within ten (10) days of Franchisor's request. Franchisee may not operate or circulate any damaged Approved Vehicle or trailer that does not meet Franchisor's appearance standards. In the event of any vehicular accident or damage, Franchisee must repair the Approved Vehicle or trailer, including all branding, prior to returning it to active operation. Franchisor reserves the right to require Franchisee to temporarily suspend use of any non-compliant vehicle until repairs are completed.

7. PROPRIETARY MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

- A. Ownership of Proprietary Marks. Franchisee acknowledges the ownership and/or right to use the Proprietary Marks is vested by Franchisor and/or its affiliates/principal, and Franchisee agrees that during the term of this Agreement and after its expiration or termination Franchisee will not directly or indirectly contest or aid in contesting the validity of the Proprietary Marks or the ownership or rights of the Proprietary Marks by Franchisor.

Furthermore, Franchisee intends and hereby concedes that any commercial use Franchisee may make of the Proprietary Marks shall contribute and inure to the commercial use and benefit of Franchisor, which Franchisor may claim to strengthen and further secure ownership of the Proprietary Marks.

- B. **Permitted Use.** It is understood and agreed that the use by Franchisee of Franchisor's Proprietary Marks applies only in connection with the operation of the Franchised Business at the Premises, and includes only such Proprietary Marks as are now designated, or which may hereafter be designated in the Learning Management System or otherwise in writing as part of the System (which might or might not be all of the Proprietary Marks pertaining to the System owned by the Franchisor), and does not include any other mark, name, or indicia of origin of Franchisor now existing or which may hereafter be adopted or acquired by Franchisor.
- C. **Use of Proprietary Marks in Advertising and Signage.** To develop and maintain high, uniform standards of quality and service and thereby protect Franchisor's reputation and goodwill, as well as that of the System, Franchisee agrees to:
1. Operate and advertise the Franchised Business only under the Proprietary Marks authorized by Franchisor as specified in this Agreement or the Learning Management System;
 2. Maintain and display signage and advertising bearing the Proprietary Marks that reflects the current commercial image of the System and, upon notice from Franchisor, to immediately discard and cease use of Proprietary Marks or other imagery that has become obsolete and no longer authorized by Franchisor.
 3. Upon Franchisor's request, Franchisee hereby covenants and agrees that it will affix in a conspicuous location in or upon the Premises, a sign containing the following notice: "This business is owned and operated independently by (*name of franchisee*) who is an authorized LIQUA-ROOF franchisee."
- D. **Proprietary Marks are Sole Property of Franchisor.** Franchisee acknowledges that the Proprietary Marks, System, Learning Management System, and all other information and items delivered to Franchisee by Franchisor under this Agreement or in furtherance of the System, including without limitation, signage, video and audio tapes or disks, information communicated by electronic means, and intellectual property, are the sole and exclusive property of Franchisor, and Franchisee's right to use the same are contingent upon Franchisee's continued full and timely performance under this Agreement. Franchisee acknowledges it acquires no rights, interests, or claims to any of said property, except for Franchisee's rights to use the same under this Agreement for the term hereof and strictly in the manner prescribed. Franchisee agrees that it will not, during the term of this Agreement or any time thereafter, contest or challenge the sole and exclusive proprietary rights of Franchisor (and, if appropriate, Franchisor's affiliates) to the Proprietary Marks, System, Manuals, and other information, intellectual property, and items delivered or provided or to which Franchisee obtains access under this Agreement, nor shall Franchisee claim any proprietary interest in such property. Franchisee agrees that it will not adopt, display, attempt to register or otherwise use any names, marks, insignias, or symbols in any business that are or may be confusingly similar to the Proprietary Marks licensed under this Agreement.

- E. **Legal Action Involving Proprietary Marks.** Furthermore, Franchisee agrees to cooperate with and assist Franchisor in connection with any legal action brought by or against either of them regarding the protection and preservation of the Proprietary Marks, System, or the Learning Management System and other information and intellectual property delivered to Franchisee or used by Franchisee under this Agreement.
- G. **Modification or Substitution of Marks by Franchisor.** If in Franchisor's reasonable determination, the use of Proprietary Marks in connection with the System will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Proprietary Marks, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify, discontinue, or to use one (1) or more additional or substitute trade or service Proprietary Marks then upon notice from Franchisor, Franchisee will terminate or modify, within a reasonable time, such use in the manner prescribed by Franchisor. If Franchisor changes the Proprietary Marks in any manner, Franchisor will not reimburse Franchisee for any out-of-pocket expenses that Franchisee incurs to implement such modifications or substitutions. Franchisor is not obligated to reimburse Franchisee for any loss of goodwill or revenue associated with any modified or discontinued Proprietary Mark, nor is Franchisor responsible for reimbursing Franchisee for any other costs or damages
- H. **Modification of Proprietary Marks by Franchisee.** Franchisee agrees not to make any changes or amendments whatsoever in or to the use of the Proprietary Marks unless directed by Franchisor in writing.
- I. **Non-Exclusive Use of Proprietary Marks.** Franchisee understands and agrees that its right to use the Proprietary Marks is non-exclusive, that Franchisor in its sole discretion has the right to grant licenses to others to use the Proprietary Marks and obtain the benefits of the System in addition to the licenses and rights granted to Franchisee under this Agreement, and that Franchisor may develop and license other trademarks or service marks in conjunction with systems other than the System on any terms and conditions as Franchisor may deem advisable where Franchisee will have no right or interest in any such other trademarks, licenses, or systems.
- J. **Acknowledgements.** With respect to Franchisee's use of the Proprietary Marks under this Agreement, Franchisee acknowledges and agrees that:
1. Franchisee shall not use the Proprietary Marks as part of Franchisee's corporate or any other business name, domain name, e-mail address or any social media or social networking profile/page;
 2. Franchisee shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such a manner as might in any way make Franchisor liable therefor without Franchisor's prior written consent; and
 3. Franchisee shall execute any documents and provide such other assistance deemed necessary by Franchisor or its counsel to obtain protection for Proprietary Marks or to maintain the continued validity of such Proprietary Marks.
- K. **Use Outside Scope.** Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license without Franchisor's prior written consent is an infringement of

Franchisor's exclusive right to use the Proprietary Marks and, during the term of this Agreement and after the expiration or termination hereof, Franchisee covenants not to directly or indirectly commit an act of infringement, contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any other action in derogation thereof.

- L. **Notification of Infringement.** Franchisee shall notify Franchisor within three (3) calendar days of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Proprietary Marks licensed hereunder. Franchisee will not communicate with any persons other than Franchisor or Franchisor's legal counsel in connection with any such infringement, challenge, or claim. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may be necessary in the opinion of counsel for Franchisor to carry out such defense or prosecution.
- M. **Indemnification Regarding Marks.** Franchisor will indemnify and defend Franchisee against any third-party claim brought against Franchisee that arises solely out of Franchisee's authorized use of the Proprietary Marks licensed under this Agreement in connection with the Franchised Business, provided: (i) such use is in full compliance with Franchisor's standards and specifications; and (ii) Franchisee notifies Franchisor in writing of this third-party claim within three (3) calendar days of receiving notice or otherwise learning of the claim. Franchisor will have complete control over the defense and, if appropriate, settlement negotiations and resolution regarding the claims described in this Section, including the right to select legal counsel Franchisor deems appropriate. Franchisee must fully cooperate with Franchisor in connection with Franchisor's defense or settlement of any third-party claim that Franchisor determines to take control of under this Section 7. Notwithstanding anything in this Section to the contrary, Franchisor's liability under this Section shall be limited to no more than the Initial Franchise Fee paid under this Agreement.
- N. **Other Obligations of Franchisee.** In addition to all other obligations of Franchisee with respect to the Proprietary Marks licensed herein, Franchisee agrees:
1. To feature and use the Proprietary Marks solely in the manner prescribed by Franchisor and not use the Proprietary Marks on the Internet or otherwise online, except as approved in writing by Franchisor; and
 2. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time.

8. **LEARNING MANAGEMENT SYSTEM AND CONFIDENTIAL INFORMATION**

- A. **Compliance with Learning Management System.** In order to protect the reputation and goodwill of Franchisor and the System, and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct the Franchised Business in strict accordance with Franchisor's Learning Management System. Franchisor will loan

or provide online access to one (1) copy of the Learning Management System to Franchisee. The Learning Management System shall at all times remain the sole property of Franchisor and any and all copies (hard copies or electronic files) of the Learning Management System must be returned to Franchisor upon termination or expiration and non-renewal of this Agreement. In order for Franchisee to benefit from new knowledge, information, methods, and technology adopted and used by Franchisor in the operation of the System. Franchisor may from time to time revise the Learning Management System, and Franchisee agrees to adhere to and abide by all such revisions (at its expense). Franchisee agrees at all times to keep its copy of the Learning Management System current and up-to-date. In the event of any dispute as to the contents of Franchisee's Learning Management System, the terms of the master copy of the Learning Management System maintained by Franchisor at its home office shall be controlling. Franchisor may provide any supplements, updates or revisions to the Learning Management System via the Internet, email, the System-wide intranet/extranet or any other electronic or traditional mediums it deems appropriate.

- B. **Control of Franchised Business.** Franchisee acknowledges the Learning Management System provided by Franchisor to Franchisee is intended to protect Franchisor's standards, systems, names, and marks, and is not intended to control day-to-day operation of Franchisee's Business. Franchisee further acknowledges and agrees that the Franchised Business will be under the control of the Franchisee at all times, and that Franchisee will be responsible for the day- to-day operation thereof.
- C. **Confidential Information.** In connection with the operation of the Franchised Business, Franchisee will from time to time become acquainted with, work with, and even generate certain information, procedures, techniques, data, and materials that are and, by this Agreement, will become proprietary to Franchisor. Franchisee and all persons signing this Agreement agree to keep confidential any of Franchisor's trade secrets or proprietary information as defined below and will not use such for its or their own purpose or supply or divulge same to any person, firm, association, or corporation except as reasonably necessary to operate the Franchised Business. Franchisee agrees that it will have no proprietary interest in any work product developed or used by it that arises out of the operation of the Franchised Business. Franchisee will, from time to time as may be requested by Franchisor, do all things that may be necessary to establish or document Franchisor's ownership of any such work product, including without limitation, the execution of assignments.
- D. **Trade Secrets and Confidential Information.** The confidentiality requirements set forth in the preceding paragraph will remain in full force and effect during the term of this Agreement and in perpetuity after its termination or expiration and non-renewal. Franchisor's trade secrets and proprietary/confidential information include the following:
1. The Learning Management System;
 2. Any customer data, including the names, contact information, preferences and any other information concerning users of the Approved Services, except for credit card numbers, bank information or other financial data related to the transaction of funds between the Franchisee and Clients (collectively, the "Customer Data");
 3. Any and all information and materials, including all items covered by copyright or any other intellectual property, associated with any proprietary software used in

connection with the system;

4. Any information or materials, whether technical or non-technical, that is used in connection with or otherwise related to the establishment and operation of a Franchised Business or the System that is not commonly known by, or available to, the public, including without limitation, any proprietary software; and
5. Any other information that may be imparted to Franchisee from time to time and designated by Franchisor as confidential (collectively, the “Confidential Information”).

E. **Confidential Information as Property of Franchisor.** Franchisee acknowledges and agrees that the Confidential Information, which includes the Customer Data, and any business goodwill of the Franchise are Franchisor’s sole and exclusive property and that Franchisee will preserve the confidentiality thereof. Upon the termination or expiration and non-renewal of this Agreement, all items, records, documentation, and recordings incorporating any Confidential Information will be immediately turned over by Franchisee, at Franchisee’s sole expense, to Franchisor or to Franchisor’s authorized representative.

F. **Information Not Confidential.** Excepted from Confidential Information for purposes of non-disclosure to any third parties by Franchisee and/or its Restricted Persons (as defined in Section 8(H) below) is information that:

1. Becomes publicly known through no wrongful act of Franchisee or Restricted Persons; or
2. Is known by Franchisee or Restricted Persons without any confidential restriction at the time of the receipt of such information from Franchisor or becomes rightfully known to them without confidential restriction from a source other than Franchisor.

G. **Reasonable Efforts to Maintain Confidentiality.** Franchisee shall at all times treat the Confidential Information as confidential and shall use all reasonable efforts to keep such information secret and confidential, including without limitation, all logins/passwords/keys necessary to access any component of the Computer System or related software used in connection with the Franchised Business. Access to the Learning Management System must be kept secure, under reasonable security measures, except when it is being studied by Franchisee or Franchisee’s employees. Franchisee shall not, at any time without Franchisor’s prior written consent, copy, scan, duplicate, record, distribute, disseminate, or otherwise make the Learning Management System available to any unauthorized person or entity, in whole or in part.

H. **Prevention of Unauthorized Use or Disclosure.** Franchisee shall adopt and implement all reasonable procedures as Franchisor may prescribe from time to time to prevent the unauthorized use or disclosure of any of the Confidential Information. Franchisee must ensure and require that all of its officers, agents, directors, shareholders, trustees, beneficiaries, partners, employees, and independent contractors who may obtain or who are likely to obtain knowledge concerning the Confidential Information (collectively, “Restricted Persons”) execute Franchisor’s prescribed form of confidentiality agreement that will be in substantially the same form attached to this Agreement as Exhibit C (the “Confidentiality and Restrictive Covenant Agreement”). Franchisee must obtain a signed

copy of the Confidentiality and Restrictive Covenant Agreement from any such person prior to, or at the same time of, that person undertaking its role and/or employment or association with Franchisee or the Franchised Business. Franchisee's spouse or significant other shall also be bound by the same requirement and shall sign the same Confidentiality and Restrictive Covenant Agreement. Franchisee must provide Franchisor with a copy of each signed Confidentiality and Restrictive Covenant Agreement within ten (10) days of Franchisor's request. If Franchisee is not able to provide a signed form for any Restricted Person within that 10 day period and Franchisee is not able to cure such a breach of its obligations by having that Restricted Person sign and return the Confidentiality and Restrictive Covenant Agreement, then Franchisor reserves the right to charge Franchisee a penalty fee amounting to \$1,000 in addition to any other remedies that Franchisor may have under this Agreement or applicable law.

- I. **Improvements.** Franchisee agrees to disclose promptly to Franchisor any and all inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by Franchisee or its employees or agents that are in any way related to the establishment or operation of the Franchised Business (collectively, the "Improvements"), all of which shall be automatically and without further action owned by Franchisor without compensation to Franchisee (including all intellectual property rights therein). Whenever requested to do so by Franchisor, Franchisee will execute any and all applications, assignments, or other instruments that Franchisor may deem necessary to apply for and obtain intellectual property protection or to otherwise protect Franchisor's interest therein. These obligations shall continue beyond the termination or expiration of this Agreement. If a court should determine that Franchisor cannot automatically own certain of the Improvements that may be developed, then Franchisee hereby agrees to grant Franchisor a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

9. **ADVERTISING**

- A. **Advertising and Sales Promotion Programs.** Franchisor may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all or some of the Franchised Businesses operating under the System. Franchisee must participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor for each program. In all aspects of these programs, including without limitation, the type/quantity/timing/placement and choice of media, and market areas and advertising agencies, the System standards and specifications established by Franchisor shall be final and binding upon Franchisee. Franchisor may also request that Franchisee purchase and/or make copies of (and Franchisee's expense) and subsequently use certain other advertising or promotional materials that Franchisor designates for use in connection with the Franchised Business. Franchisee shall participate in all local, regional, and national partnership programs established by Franchisor, and Franchisee shall bear the cost of applying for and participating in such partnership programs.
- B. **Approval for all Advertising/Promotional Materials.** All advertising and promotion by Franchisee in any medium must be conducted in a professional manner and shall conform to Franchisor's standards and requirements as set forth in the Learning Management System or otherwise. Franchisee shall obtain Franchisor's approval of all advertising and promotional plans and materials twenty (20) days prior to use if such plans and materials

have not been prepared by Franchisor or previously approved by Franchisor during the twelve (12) months prior to their proposed use. Franchisee must submit unapproved plans and materials to Franchisor, and Franchisor will have fifteen (15) days to notify Franchisee of its approval or disapproval of such materials. If Franchisor does not provide its specific approval of the proposed materials within this fifteen (15) day period, the proposed materials will be deemed rejected. Any plans and materials that Franchisee submits to Franchisor for its review will become Franchisor's property and there will be no restriction on Franchisor's use or dissemination of such materials. Once approved, Franchisee may use the proposed materials for a period of ninety (90) days, unless Franchisor prescribes a different time period for use or requires Franchisee to discontinue using the previously-approved materials in writing. Franchisor may revoke its approval of any previously-approved advertising materials upon notice to Franchisee. Franchisor reserves the right to require Franchisee to include certain language on all advertising to be used locally by Franchisee or to be used by a Cooperative, including, but not limited to, the phrase "Franchises Available" and references to Franchisor's telephone number and/or website.

- C. **Initial Marketing Investment.** Upon the execution of this Agreement, Franchisee must pay \$30,000 to Franchisor for Franchisee's Initial Marketing Investment. Franchisor will expend these funds to promote the Franchised Business within the Designated Territory utilizing Franchisor's Approved Suppliers and/or specified System standards, practices and methodologies for initial marketing campaigns and efforts. Franchisor has the right to collect the Initial Marketing Investment upon execution of this Agreement or any time thereafter upon written notice. If Franchisee purchases three (3) Designated Territories, Franchisee must expend an additional \$10,000 Initial Marketing Investment at Franchisor's direction, whether paid to Franchisor or Franchisor's Approved Suppliers, during Franchisee's second year of operation.
- D. **Local Advertising Requirement.** Franchisee shall comply with the following requirements in regard to local advertising:
1. Franchisee must expend certain minimum amounts on advertising and promoting the Franchised Business, based on the number of Designated Territories that Franchisee purchases and the length of time the Franchised Business has been in operation, within the Designated Territory(ies) in accordance with the advertising/marketing plan that Franchisor approves (the "Local Advertising Requirement"). Franchisee must annually spend the following amounts pursuant to the Local Advertising Requirement:

Annual Local Advertising Requirement			
Period	One Designated Territory	Two Designated Territories	Three Designated Territories
First Year of Operation	\$40,000	\$40,000	\$40,000
Second Year of Operation	\$46,000	\$60,000	\$64,000
Third Year of Operation	\$54,000	\$72,000	\$80,000
Fourth Year of Operation	\$56,700	\$75,600	\$96,000
Fifth Year of Operation	\$59,535	\$79,380	\$100,800

Sixth Year of Operation	\$62,511.75	\$83,349	\$105,840
Seventh Year of Operation	\$65,637.34	\$87,516.45	\$111,132
Eighth Year of Operation	\$68,919.20	\$91,892.27	\$116,688.60
Ninth Year of Operation	\$72,365.16	\$96,486.89	\$122,523.03
Tenth Year of Operation	\$75,983.42	\$101,311.23	\$128,649.18

2. Franchisor reserves the right to require Franchisee to expend any portion of the Local Advertising Requirement on (a) products or services Franchisor directs or approves, or (b) services that Franchisee must acquire from an Approved Supplier (which currently includes Franchisor).
3. Franchisor may require that Franchisee expend any portion of the Local Advertising Requirement on services, content and other products/items that must be purchased from one (1) or more Approved Suppliers, and (ii) collect your Local Advertising Requirement and pay such Approved Supplier directly as part of its support services and control rights described hereunder.
4. At Franchisor's option, Franchisee must ensure that: (i) the Franchised Business has a dedicated phone line for use in connection with the Franchised Business only; and (ii) the Franchised Business is listed in the appropriate Internet-based directories and Chamber(s) of Commerce that Franchisor designates. Franchisee shall obtain at least three (3) telephone numbers solely dedicated to the Franchised Business, which Franchisee shall assign to Franchisor, at Franchisor's option, upon termination, expiration, or transfer of this Agreement. Franchisee must list and advertise the telephone number(s) for the Franchised Business in the "White pages" telephone director and the classified or "yellow pages" telephone directory distributed in its trade area and under such categories as Franchisor may specify from time to time. Franchisee must place the classified directory advertisement and listings together with other Liqua-Roof Businesses operating within the distribution area of the directory. If a joint listing is obtained, all Liqua-Roof Businesses listed together shall pay a pro rata share of the cost of all advertisements and listings.
5. Furthermore, Franchisee shall obtain listings and/or advertise with Franchisor and other franchisees of the System on electronic yellow pages directory and other online directors as Franchisor may designate, including Google Local, Google Business, Angie's List or similar online directory. In the event Franchisee does not comply with Franchisor's requests regarding such online listings or advertisement, Franchisor reserves the right to place, modify, or remove such listings and advertisements on behalf of Franchisee. For any listings or advertisements that Franchisor posts on behalf of Franchisee due to Franchisee's non-compliance under this Section, Franchisee shall promptly pay, upon demand by Franchisor, its pro rata share of the costs of such listings or advertisements. Upon termination, transfer, or expiration of this Agreement, Franchisee agrees to take any and all steps necessary to assist Franchisor in removing or assigning control of all listing under this Section to Franchisor.
6. Franchisee may not advertise and promote the Franchised Business outside of the Designated Territory(ies), unless (a) the geographic area where Franchisee wishes

to advertise is contiguous to the Designated Territory(ies) and that area has not been granted in connection with any other Franchised Business, or (b) Franchisor otherwise provides its prior written consent in writing. Nothing in this Section shall prevent or otherwise affect Franchisee's right to continue servicing and corresponding with any Existing Account that Franchisee has assumed in accordance with the terms of this Agreement.

7. Franchisee shall spend at least sixty-five percent (65%) of its applicable Local Advertising Requirement, which is based on the number of Designated Territories Franchisee has purchased and the length of time the Franchised Business has been in operation, on monthly digital marketing services (the "Digital Marketing Spend"). For the avoidance of doubt, the foregoing sixty-five percent (65%) minimum is exclusive of, and does not include, any digital marketing management fees charged by Franchisor or any Approved Supplier. Franchisee shall pay Franchisor the Digital Marketing Spend on the first of each month, and Franchisor may provide the applicable digital marketing services or engage a supplier to provide such services. Franchisor may also require Franchisee to pay Franchisor or an affiliate a digital marketing management fee, not to exceed One Thousand Dollars (\$1,000.00) per month, for managing the placement, optimization and administration of Franchisee's digital marketing/advertising and the associated Approved Suppliers; this management fee is in addition to, and does not count toward, the Digital Marketing Spend. For avoidance of doubt, Franchisee's annual minimum Digital Marketing Spend is stated in the following chart. Franchisee must spend at least the applicable Digital Marketing Spend amount divided by twelve (12) each month:

Annual Digital Marketing Spend			
Period	One Designated Territory	Two Designated Territories	Three Designated Territories
First Year of Operation	\$26,000	\$26,000	\$26,000
Second Year of Operation	\$29,900	\$39,000	\$41,600
Third Year of Operation	\$35,100	\$46,800	\$52,000
Fourth Year of Operation	\$36,855	\$49,140	\$62,400
Fifth Year of Operation	\$38,698	\$51,597	\$65,520
Sixth Year of Operation	\$40,633	\$54,177	\$68,796
Seventh Year of Operation	\$42,664	\$56,886	\$72,236
Eighth Year of Operation	\$44,797	\$59,730	\$75,848
Ninth Year of Operation	\$47,037	\$62,716	\$79,640
Tenth Year of Operation	\$49,389	\$65,852	\$83,622

8. In addition to the foregoing requirements, Franchisee must invest a minimum of Ten Thousand Dollars (\$10,000.00) per calendar year in traditional marketing activities (the "Traditional Marketing Minimum"), which must include: (a) participation in a minimum of two (2) primary home shows occurring within Franchisee's Designated

Territory during the calendar year; and (b) a minimum of Seven Thousand Five Hundred Dollars (\$7,500.00) in print marketing (flyers, mailers, print drops, or similar materials) directed or approved by Franchisor, which must consist of at least three (3) separate drops of not less than Two Thousand Five Hundred Dollars (\$2,500.00) each, occurring during the months of March, April, and May of each calendar year (each, a "Required Print Drop"). Franchisee must provide Franchisor with documentation of its Traditional Marketing Minimum expenditures upon Franchisor's request. If Franchisee fails to meet the Traditional Marketing Minimum requirements set forth in this Section, Franchisor may, in its discretion: (i) register for and/or execute any required home show or print marketing activity on Franchisee's behalf; and (ii) invoice Franchisee for all costs and expenses incurred in connection therewith, including any administration fees and related costs, which Franchisee must pay within ten (10) days of receipt of Franchisor's invoice.

9. Franchisee must expend its annual Digital Marketing Spend in accordance with the minimum cumulative spending schedule set forth in the Learning Management System or otherwise in writing by Franchisor, which currently requires Franchisee to have expended, on a cumulative year-to-date basis, at least the following percentages of its applicable annual Digital Marketing Spend by the end of each calendar month: January: 0%; February: 10%; March: 20%; April: 35%; May: 50%; June: 65%; July: 75%; August: 80%; September: 90%; October through December: 100%. If Franchisee fails to expend the required cumulative percentage of its Digital Marketing Spend by the applicable month-end, Franchisor reserves the right to: (i) invoice Franchisee for the deficiency between the amount Franchisee has actually spent and the required cumulative amount through that date; and (ii) spend such deficiency amount on Franchisee's behalf within Franchisee's Designated Territory.

- E. **Brand Development Fund.** Franchisor has established a brand development Fund (the "Fund") designed to promote the System, Proprietary Marks and the brand generally, and Franchisee shall contribute to the Fund (Franchisee's "Fund Contribution"). Franchisee shall contribute, on the first day of each month, a Fund Contribution equal to two percent (2%) of Franchisee's Gross Sales from the prior month or the Minimum Fund Contribution reflected in the chart below, whichever is greater. Franchisee's Minimum Fund Contribution is based on the number of Designated Territories that Franchisee has purchased and the length of time the Franchised Business has been in operation. Franchisee's monthly Minimum Fund Contribution is equal to the applicable amount for "Annual Minimum Fund Contribution" in the below chart divided by twelve (12). All payments by Franchisee to the Fund shall be made in accordance with the terms of Franchisor's Payment Program and are non-refundable upon payment, and Franchisor will account separately for all sums paid to the Fund.

Annual Minimum Fund Contribution			
Period	One Designated Territory	Two Designated Territories	Three Designated Territories
First Year of Operation	\$9,000	\$10,500	\$11,250
Second Year of Operation	\$12,938	\$14,250	\$17,250
Third Year of Operation	\$15,188	\$18,000	\$21,750

Fourth Year of Operation	\$15,947	\$21,000	\$24,000
Fifth Year of Operation	\$16,744	\$22,050	\$25,800
Sixth Year of Operation	\$17,581	\$23,153	\$27,735
Seventh Year of Operation	\$18,461	\$24,310	\$29,815
Eighth Year of Operation	\$19,384	\$25,526	\$32,051
Ninth Year of Operation	\$20,353	\$26,802	\$34,455
Tenth Year of Operation	\$21,370	\$28,142	\$37,039

The Fund will be maintained and administered by Franchisor or Franchisor's designee as follows:

1. Franchisor will use the fund and all contributions to it and any earnings on it, for preparing, directing, conducting, placing, and administering advertising, marketing, public relations, and/or promotional programs and materials, and any other activities, that Franchisor believes would enhance the image of the System, Proprietary Marks, and Approved Products or Services.
2. Franchisor is not obligated to spend monies from Fund in any particular Franchisee's market in proportion to the payments to the Fund made by the Franchisee in that market. Franchisor does not represent that it will spend any particular amount of advertising funds locally, regionally, or nationally.
3. The Fund may be used to meet any and all costs of: maintaining, administering, directing, and preparing advertising, including any and all digital marketing/advertising content, as well as employing training, technology and/or other developmental tools designed to enhance the System or that is otherwise associated with training tools designed to assist owners. This includes, among other things, direct mail advertising, marketing surveys and other public relations activities, developing and maintaining the Franchisor's Website, employing advertising and public relations agencies, purchasing promotional items, providing other marketing materials and services to the businesses operating under the System, and any other activities that Franchisor determines appropriate to develop the brand and/or System. These costs may include the proportionate salary share of Franchisor's employees that devote time and render services for advertising and promotion or the administration of the Fund, including administrative costs, salaries, and overhead expenses related to administering the Fund and its programs. No part of the Fund shall be used by Franchisor to defray any of its general operating expenses, other than those Franchisor allocates to the advertising described in this Section or other activities reasonably related to the administration or direction of the Fund.
4. Franchisor may spend all Fund contributions during Franchisor's fiscal year within which such contributions are made; however, Franchisor has no obligation or duty to do so. If excess amounts remain in any Fund at the end of such fiscal year, these

excess amounts will roll over into the Fund for the following fiscal year.

5. Franchisor has the right to suspend or terminate the Fund at any time.
 6. An unaudited accounting of the operation of the Fund shall be prepared annually and shall be available to Franchisee upon written request after the unaudited accounting is prepared at least 120 days after Franchisor's fiscal year end at issue. Franchisor retains the right to have the Fund reviewed or audited and/or reported on, at the expense of the Fund, by an independent certified public accountant selected by Franchisor, but Franchisor is under no obligation to do so.
 7. Franchisee agrees and acknowledges that the Fund is not a trust and the Franchisor has no fiduciary duty to Franchisee in administering the Fund.
- F. **Franchise Advertising Council.** Franchisor may establish, if and when it deems appropriate in its sole discretion, a council to provide advice and guidance regarding the administration of the Fund and various other advertising/marketing matters (a "Franchise Advertising Council"). If Franchisor establishes a Franchise Advertising Council, it may serve in only an advisory capacity and may consist of franchisees, personnel from Franchisor's affiliate-owned Franchised Businesses, or other management/employees that Franchisor designates. If a Franchise Advertising Council is established, the membership of such Franchise Advertising Council, along with the policies and procedures by which it operates, will be determined by Franchisor. The recommendations of the Franchise Advertising Council shall not be binding on Franchisor.
- G. **Website.** Franchisor may establish an interior page on its corporate website to display the Premises and contact information associated with the Franchised Business for so long as (i) the Franchised Business is open and actively operating, and (ii) this Agreement is not subject to termination. If Franchisor creates and includes any information about Franchisee on a website, then Franchisor may require Franchisee to prepare all or a portion of the page, at Franchisee's expense, using a template that Franchisor provides. Franchisee may not establish any separate website or other Internet presence in connection with the Franchised Business, System or Proprietary Marks without Franchisor's prior written consent. If approved to establish a separate website, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such website. Franchisee specifically acknowledges and agrees that any website owned or maintained by or for the benefit of Franchisee shall be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval as described in this Section 9. Franchisee may not promote or otherwise list its Franchised Business, or the Proprietary Marks or System, on any social media or networking site, including without limitation, Facebook, LinkedIn, Instagram, Pinterest, Twitter or YouTube, without Franchisor's prior written consent. Franchisor shall have the right to modify the provisions of this Section relating to Franchisee's use of separate websites and social media, as Franchisor determines necessary or appropriate. Franchisee must follow Franchisor's social media policies and directives as set forth in the Learning Management System, including the Policy and Procedures Manual and/or Marketing Manual.

10. **ACCOUNTING AND RECORDS**

- A. **Maintenance of Records.** Franchisee must, in a manner satisfactory to Franchisor and in accordance with generally accepted accounting principles, maintain original, full, and

complete register tapes, computer files, back-up files, other records, accounts, books, data, licenses, contracts, and product vendor invoices which shall accurately reflect all particulars relating to the Franchised Business, as well as other statistical and financial information and records Franchisor may require. All of this information must be kept for the duration of this Agreement and for a period of at least three (3) years thereafter. Upon Franchisor's request, Franchisee must furnish Franchisor with copies of any or all product or equipment supply invoices reflecting purchases by or on behalf of the Franchised Business. In addition, Franchisee shall compile and provide to Franchisor any statistical or financial information regarding the operation of the Franchised Business, the products and services sold by it, or data of a similar nature, including without limitation, any financial data that Franchisor believes that it needs to compile or disclose in connection with the sale of franchises or that Franchisor may elect to disclose in connection with the sale of franchises. All data provided to the Franchisor under this Section 10 shall belong to Franchisor and may be used and published by Franchisor in connection with the System (including in Franchisor's disclosure documents). If Franchisee fails to input all prospects, clients, sales appointments and visits, jobs, sales, etc. into their business management software, then Franchisee will be charged a fee of \$500 per infraction. Franchisee must purchase and use the accounting and bookkeeping software that Franchisor designates, which Franchisor may change from time to time, including paying any initial fees and ongoing monthly fees for these services. Franchisee shall provide Franchisor with administrative-level access (or an equivalent level of access) to Franchisee's accounting and/or bookkeeping software, and Franchisor shall be permitted to access all of Franchisee's accounting and bookkeeping records at all times. Franchisee must use only the bookkeeping service provider(s) designated by Franchisor from time to time, which currently include Acute and BDO (collectively, the "Approved Bookkeeping Providers"). Franchisee must use QuickBooks Online ("QBO") as its sole accounting software platform, and must use QuickBooks Time to track and account for all labor costs. All monthly reporting must utilize the general ledger ("GL") account codes prescribed by Franchisor in writing prior to the start of each calendar year. Any monthly report submitted using GL codes that differ from those prescribed by Franchisor will be deemed a failure to report for purposes of this Agreement. Franchisor reserves the right to collect Franchisee's bookkeeping service fees directly from Franchisee and remit payment to the Approved Bookkeeping Provider on Franchisee's behalf if Franchisee is non-compliant with its reporting obligations or is in arrears with the Approved Bookkeeping Provider.

- B. **Examination and Audit of Records.** Franchisor and its designated agents shall have the right to examine and audit Franchisee's records, accounts, books, computer files and data, including the any proprietary software used in connection with the System, at all reasonable times to ensure that Franchisee is complying with the terms of this Agreement. If such audit discloses that Franchisee has underreported the Gross Sales of the Franchised Business (or any amount due to Franchisor) in any given reporting period (weekly, monthly or otherwise), then Franchisee must: (i) reimburse Franchisor any costs/expenses incurred in connection with conducting the inspection and audit; and (ii) immediately pay any amount due and owing Franchisor as a result of Franchisee's underreporting, along with any accrued interest on said amounts.
- C. **Computer System for Records.** Franchisee shall record all transactions of the Franchised Business on a Computer System designated or approved by Franchisor, which must contain software that allows Franchisee to record accumulated sales without turning back, resetting or erasing such sales. Franchisor will, at all times and without notice to Franchisee, have the right to independently and remotely access and view Franchisee's Computer System as

described in Section 4(C) of this Agreement. Franchisor shall at all times have administrative rights to Franchisee's accounting software (i.e., QuickBooks, etc.).

- D. **Computer System Files and Passwords.** Franchisee shall not install or load any computer software on the hard disks of the Computer System used in connection with the Franchised Business without Franchisor's prior written consent. All computer and file passwords associated with the Computer System must be supplied as a list to Franchisor by Franchisee, along with any modifications or changes to that list. The passwords to access the Computer System located at the Premises or used by the Franchised Business, as well as all computer files and records related to the Franchised Business, are the exclusive property of Franchisor and Franchisee must provide Franchisor with these files and information upon the termination or expiration of this Agreement. Consistent with the other provisions of this Agreement, Franchisee agrees and acknowledges that Franchisor may have automatic access to Franchisee's specific passwords/keys/logins through the Computer System components and related software that Franchisor requires Franchisee to use in connection with the Franchised Business.
- E. **Current Contracts, Listings and Projects.** At any time and upon request of Franchisor, Franchisee shall provide Franchisor with a copy or summary listing, at Franchisor's discretion, of all current contracts, listings, agreements, and projects related to Clients and/or properties that Franchisee is involved in or working with.
- F. **Tax Returns.** Within the first three months of each year, and at any other time Franchisor shall request, Franchisee shall furnish the Franchisor with a copy of each of its reports, returns of sales, use and gross receipt taxes, and complete copies of any state or federal income tax returns covering the operation of the Franchised Business, all of which Franchisee shall certify as true and correct.
- G. **Right to Require Audit if Franchisee Underreports.** In the event a prior audit or inspection conducted by Franchisor (or its designee) has revealed that Franchisee has underreporting the Gross Sales of the Franchised Business by two percent (2%) or more for any reporting period as described in Section 10(B), then Franchisor may require Franchisee to provide, at the Franchisee's expense, audited financial statements that comply with GAAP and GAAS for Franchisee's fiscal year within 120 days of Franchisee's fiscal year end.
- H. **Change to Ownership of Franchisee.** In addition to the foregoing statements, Franchisee must provide Franchisor with written reports regarding any authorized change to: (i) the listing of all owners and other holders of any type of interest (legal or beneficial) in Franchisee or the Franchised Business; and (ii) Franchisee's partners, officers, directors, as well as any of the Designated Manager(s) that manage the day-to-day operations of the Franchised Business. Franchisee will notify Franchisor in writing within ten (10) days after any such change, unless Franchisor is required to first notify Franchisor and obtain its approval prior to making any such change.

11. **INSURANCE**

- A. **Required Insurance.** Franchisee shall, at its own expense and no later than the earlier of (a) the date on which Franchisee uses any of the Proprietary Marks, or (b) the date Franchisee begins building out the Premises, procure and maintain in full force and effect throughout the term of this Agreement the types of insurance enumerated in the Learning

Management System or otherwise in writing (whether the Franchised Business is open or not). This insurance shall be in such amounts Franchisor or the lessor of the Premises designates from time to time, with Franchisor having the right to designate such insurance coverage updates in the Manuals at any time upon written notice.

Franchisee must buy insurance only from carriers rated A-VIII or better by A.M. Best and Company, Inc. (or similar criteria as Franchisor periodically specifies), unless Franchisor designates specific carriers from which Franchisee must purchase coverage (in which case Franchisee may only purchase from the designated carrier(s)). Franchisor may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies Franchisee purchases must name Franchisor and any affiliate Franchisor designate as additional insureds, and provide for thirty (30) days' prior written notice to Franchisor of a policy's material modification or cancellation. The cost of Franchisee's premiums will depend on the insurance carrier's charges, terms of payment, and Franchisee's insurance and payment histories. Franchisee shall make timely delivery of certificates of all required insurance to Franchisor, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days' prior written notice to Franchisor. The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Agreement.

- B. **General Contractor Insurance.** If required by an applicable law where the Franchised Business is authorized to operate, Franchisee shall cause the general contractor to maintain with a reputable insurer comprehensive general liability insurance (with comprehensive automobile liability coverage for vehicles, builder's risk, private liability, and independent contractors coverage) in at least the amount of Two Million Dollars (\$2,000,000), with Franchisor named as an additional insured, and workers' compensation and employer's liability insurance as may be required by law.
- C. **Failure to Procure and Maintain Insurance.** If Franchisee fails for any reason to procure and maintain the required insurance coverage, Franchisor has the right and authority (without having any obligation to do so) to immediately procure such insurance coverage, in which case Franchisee must: (i) reimburse Franchisor for the costs incurred to obtain the required insurance (including any premium amounts paid); and (ii) pay Franchisor its then-current administrative fee, as may be reasonably charged by Franchisor as consideration for securing the required insurance on Franchisee's behalf.

12. **INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

- A. **No Fiduciary Relationship.** In all dealings with third parties, including without limitation, employees, suppliers, and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties hereto either to create a fiduciary relationship between them or to constitute the Franchisee an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of Franchisor for any purpose whatsoever.
- B. **Independent Contractor Relationship.** It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, agreement,

warranty, or representation or to create any obligation on behalf of Franchisor. Upon Franchisor's request, Franchisee must display a sign in its Franchised Business displaying the following phrase (or something similar): "This Franchised Business is independently owned and operated under a license agreement."

C. **Indemnification.**

1. Franchisee, as a material part of the consideration to be rendered to Franchisor, agrees to indemnify, defend and hold Franchisor, as well as Franchisor's directors, officers, principals/owners, managers, shareholders, affiliates (including any affiliate supplier), subsidiaries, employees, servants, agents, successors and assignees (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees (collectively, the "Claims") that arise out of or are otherwise related to Franchisee's (a) breach or attempted breach of, or misrepresentation under, this Agreement, and/or (b) ownership, construction, development, management, or operation of the Franchised Business in any manner. Notwithstanding the foregoing, at Franchisor's option, Franchisor may choose to engage counsel and defend against any such Claim and may require immediate reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.
2. Franchisee will be solely responsible for storing and preparing the Proprietary Products for use in connection with providing the Approved Services once those products are delivered to Franchisee. Franchisor will not be responsible or liable in connection with any claims involving how the Proprietary Products are prepared and/or used by Franchisee once they are delivered to Franchisee. Franchisee must indemnify and hold Franchisor (and/or its designated supplier) harmless in connection with any third-party claims or damages arising out of or related to claims involving how the Proprietary Products are prepared and/or used by Franchisee once they are delivered to Franchisee.

13. **TRANSFER AND ASSIGNMENT**

- A. **No Transfer by Franchisee Without Franchisor's Approval.** Franchisee's rights under this Agreement are personal, and Franchisee shall not sell, transfer, assign or encumber Franchisee's interest in this Agreement or the Franchised Business (or undertake any of the actions identified in Section 13(C) of this Agreement) without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

B. **Death or Disability.**

1. In the event of Franchisee's death, disability or incapacitation (or the death, disability or incapacitation of Franchisee's principals/owners/guarantors), Franchisee's legal representative, or Franchisee's partner's or guarantor's respective legal representative, as applicable, will have the right to continue the

operation of the Franchised Business as “Franchisee” under this Agreement if: (i) within one hundred and eighty (180) days from the date of death, disability or incapacity (the “180 Day Period”), such person has obtained Franchisor’s prior written approval and has executed Franchisor’s then-current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company Franchisee’s obligations to Franchisor and Franchisor’s affiliates; and (ii) such person successfully completes Franchisor’s training program (which Franchisor will provide at Franchisor’s then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to Franchisor.

2. Franchisor is under no obligation to operate the Franchised Business, or incur any obligation on behalf of any incapacitated franchisee, during or after the 180 Day Period. If necessary, Franchisee (or Franchisee’s legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Franchised Business during the 180 Day Period. In the event of Franchisee’s death, disability, absence or otherwise, Franchisor may (but is not required to) operate the Franchised Business on Franchisee’s behalf and at Franchisee’s expense for such period of time (and under such terms and conditions) as Franchisor determines, including paying out the assets and/or revenues of the Franchised Business to cover any or all past, current and/or future obligations of the Franchised Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines in Franchisor’s sole discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor’s management services and other costs. Franchisor may obtain approval of a court or arbitrator for any such arrangements, the attorney’s fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Franchised Business. Franchisee (and/or Franchisee’s estate) will indemnify Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Franchised Business.
3. Franchisor will not collect any transfer fee if there is a transfer under this Section 13(B) to an immediate family member of the Franchisee that Franchisor approves under this Section 13(E).

- C. **Ownership.** In addition to those acts described in Section 13(A), a transfer or assignment requiring Franchisor’s prior written consent shall be deemed to occur: (i) if Franchisee is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Franchisee’s ownership shares/stock or any increase in the number of outstanding shares/stock of Franchisee’s ownership/membership units that results in a change of ownership; (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Franchisee is a limited liability company, upon the assignment, sale, pledge or transfer of any interest in the limited liability company. Any new partner, shareholder, or member or manager owning having an ownership interest in the surviving entity after the proposed transfer will be required to personally guarantee Franchisee’s obligations under this Agreement. A transfer under (i) and (iii) above shall not be subject to Franchisor’s right of first refusal as set forth in Section 13(D) so long as there is no change in control (ownership or otherwise) with respect to Franchisee.

- D. **Right of First Refusal.** If (a) Franchisee proposes to transfer any of its interest in this Agreement or the Franchised Business or any interest in its lease for the Premises, or (b) Franchisee's owners propose to transfer any interest in Franchisee if Franchisee is an entity (other than a corporation or limited liability company as set forth in Section 13(C) hereof or in the event of Franchisee's death/disability as set forth in Section 13(B)), then Franchisee shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 13(E) of this Agreement. Franchisee shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section. Any material change in the terms of the offer will be deemed a new proposal subject to Franchisor's right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal.
- E. **Conditions for Approval.** Franchisor may condition Franchisor's approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or any other acts of transfer described in Section 13(C) upon satisfaction of the following occurrences:
1. All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated/approved suppliers and vendors, are satisfied;
 2. Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, Franchisor's designated/approved suppliers and vendors, within the period permitted for cure and have substantially complied with such agreements during their respective terms;
 3. Franchisee and Franchisee's principals (if Franchisee is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and officers, directors, shareholders and employees, in their corporate and individual capacities;
 4. Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of an agreement to faithfully perform all of Franchisee's obligations under this Agreement;
 5. The transferee shall demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability

to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business or chain which is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee of ours;

6. The transferee shall execute Franchisor's then-current franchise agreement (which may contain materially different terms than this Agreement) for the remaining balance of Franchisee's term under this Agreement, with transferee's term commencing on the date the transferee executes the then-current franchise agreement;
7. Franchisee or transferee shall pay Franchisor a transfer fee equal to Ten Thousand Dollars (\$10,000), except in the case of (i) a transfer to a corporation formed for the convenience of ownership, or (ii) for approved intra-family transfers or for a transfer which arises upon death or mental incompetency;
8. If applicable, Franchisee will reimburse Franchisor for any and all costs of brokerage commissions, finder's fees, or similar charges before the Transfer occurs;
9. The transferee shall satisfactorily complete Franchisor's Initial Training Program within the time frame Franchisor sets forth without paying an additional tuition fee, but the transferee will be responsible for all costs and expenses associated with attending the Initial Training Program;
10. Franchisee (and Franchisee's principals/guarantors if Franchisee is a partnership, corporation or limited liability company) must comply with the post-termination provisions of this Agreement;
11. The transferee must demonstrate that it has obtained or maintained, within the time limits set by Franchisor, all permits and licenses required for the continued operation of the Franchised Business;
12. To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;
13. The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

Franchisor will not unreasonably withhold its consent to a proposed transfer or assignment requested by Franchisee, provided the foregoing conditions are met.

Franchisor's approval

of a transfer shall not operate as a release of any liability of the transferring party nor shall such approval constitute a waiver of any claims Franchisor may have against the transferring party. Furthermore, Franchisor agrees that Franchisee will not be required to pay any transfer fee in the event: (i) Franchisee wishes to transfer its rights under the Franchise Agreement to a newly-established legal business entity that is wholly owned by Franchisee and established solely for purposes of operating the Franchised Business under the Franchise Agreement; or (ii) Franchisee is required to encumber certain assets of the

Franchised Business (or subordinate Franchisor's security interest thereto) in order to receive SBA or other traditional bank financing, provided Franchisor otherwise approves of the transfer.

- F. **Transfer from an Individual Franchisee to Business Entity.** If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the transfer fee or training tuition fees set forth in Section 13(E)(7)-(8), and such assignment will not be subject to Franchisor's right of first refusal in Section 13(D): (i) the corporation or limited liability company is newly organized and its activities are confined to operating the Franchised Business; (ii) the entity at issue is wholly owned by Franchisee (and no other party); (iii) the corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder; and (iv) all stockholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and execute the Personal Guaranty attached to this Agreement as Exhibit B.
- G. **Franchisor's Right to Transfer.** Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

14. **COVENANTS**

Franchisee acknowledges that, as a participant in Franchisor's System, Franchisee will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques that Franchisor has developed. As such, Franchisee agrees to the covenants in this Section to protect Franchisor, the System, Proprietary Marks and Franchisor's other franchisees.

- A. **During the Term of this Agreement.** During the term of this Agreement, neither Franchisee, its principals, owners, guarantors or Designated Manager(s), nor any immediate family of Franchisee, its principals, owners, guarantors or Designated Manager(s), may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:
1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money or extend credit to, lease/sublease space to, or have any interest in or involvement with, any other business that: (i) offers, provides or sells products or services in connection with (a) roofing products or services, and (b) any kind of the Approved Products and Approved Services (as these terms are defined in this Agreement and as may be modified by Franchisor from time to time) that are offered or provided by the Franchised Business and/or other Businesses (each, a "Competing Business"); or (ii) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business. For purposes of this Agreement, a Competing Business does not include: (y) any business operated by Franchisee under a Franchise Agreement with Franchisor; or (z) any business operated by a publicly-traded entity in which Franchisee owns less than two percent (2%) legal or beneficial interest;

2. Subject to and as permitted by applicable law, employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or
3. Divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

B. After the Term of this Agreement.

1. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.
2. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:
 - a. Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with any other Competing Business:
 - i. within the Designated Territory;
 - ii. within a fifty (50) mile radius of the Designated Territory;
 - iii. within a fifty (50) mile radius of any Liqua-Roof franchised business that is open and operating as of the date this Agreement expires and/or is terminated; or
 - iv. within a fifty (50) mile radius of any other designated territory that has been granted by Franchisor or its affiliates in connection with a Spray-Net franchised business as of the date this Agreement expires and/or is terminated, regardless of whether a Franchised Business is open and operating in that designated territory; or
 - b. Subject to and as permitted by applicable law, solicit business from Clients of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose, nor solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee to discontinue employment.

C. Intent and Enforcement. It is the parties' intent that the provisions of this Section 14 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the

parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 14 by Franchisee, any of Franchisee's principals, or any member of the immediate family of Franchisee or Franchisee's principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee acknowledges that the covenants contained herein are necessary to protect the goodwill of the Franchised Business, other System franchisees, and the System. Franchisee further acknowledges that covenants contained in this Section 14 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Franchisee agrees that in the event of the actual or threatened breach of this Section 14, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees on Franchisee's own behalf and on behalf of the persons who are liable under this Section 14 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 14 in no way prevent any such person from earning a living. Franchisee further acknowledges and agrees that the time limitation on the restrictive covenants set forth in Section 14(B) shall be tolled during any default under this Section 14.

- D. **Confidentiality and Restrictive Covenant Agreement.** Franchisee must ensure that all management personnel of the Franchised Business, as well as any officers and directors of Franchisee, execute Franchisor's then-current form of Confidentiality and Restrictive Covenant Agreement (which will be in substantially the same form as the document attached to the Franchise Disclosure Document). Franchisee must furnish Franchisor a copy of each executed agreement.
- E. **No Defense.** Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 14. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 14.

15. **DEFAULT AND TERMINATION**

Franchisor may terminate this Agreement as described in this Section, and Franchisee agrees and acknowledges that the defaults, or failure to cure such defaults within the appropriate time period prescribed below (if any), shall constitute "good cause" and "reasonable cause" for termination under any state franchise laws or regulations that might apply to the operation of the Franchised Business.

- A. **Automatic Termination.** This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:
1. The Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, unless otherwise prohibited by law;
 2. A petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee and not dismissed within thirty (30) days;
 3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian in connection with the Franchisee or Franchised Business (or

assets of the Franchised Business) is filed and consented to by Franchisee;

4. A receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed;
5. A final judgment in excess of Ten Thousand Dollars (\$10,000.00) against Franchisee remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction), except that Franchisor may provide Franchisee with additional time to satisfy the judgment if Franchisee demonstrates that it is using commercially reasonable efforts to resolve the issues related to the judgment; or
6. Franchisee attempts to sell, transfer, encumber or otherwise dispose of any interest in Franchisee, this Agreement or the Franchised Business in violation of Section 13 hereof.

B. **Termination upon Notice.** Franchisor has the right to terminate this Agreement upon written notice to Franchisee without providing Franchisee any opportunity to cure with respect to any of the following breaches or defaults:

1. If Franchisee or Franchisee's owners/principals commit any fraud or misrepresentation in the establishment or operation of the Franchised Business, including without limitation, any misrepresentation made in Franchisee's franchise application;
2. If Franchisee and any other required attendees fail to attend and complete the Initial Training Program within the time period prescribed in this Agreement;
3. If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations set forth in Section 15(C) of this Agreement during any twelve (12) month period, whether or not these breaches were timely cured;
4. If Franchisee or Franchisee's owners/principals violate any of the in-term covenant not to compete or any of the other restrictive covenants set forth in Section 14 of this Agreement;
5. If Franchisee misuses the Proprietary Marks or Confidential Information in any manner, or otherwise violates any provision of this Agreement related to the use of the Proprietary Marks, Confidential Information and any other confidential materials provided by Franchisor (including those provisions related to non-disclosure of the Learning Management System and other confidential materials that Franchisor loans to Franchisee);
6. If Franchisee misuses the any proprietary software that Franchisor designates for use in connection with the Franchised Business;
7. If Franchisee or any of Franchisee's principals default on any other agreement with Franchisor or any affiliate or Approved Supplier of Franchisor, and such default is not cured within the prescribed time period set forth in that other agreement;

8. If Franchisee defaults under the lease for the Premises and does not cure within the prescribed period of time thereunder, or if Franchisee otherwise loses its right to possess and control the Premises to operate the Franchised Business at any time during the term of this Agreement (except in cases of *force majeure* and cases where Franchisor has previously approved Franchisee's relocation request and Franchisee timely relocates);
9. If Franchisee fails to open and commence operations of the Franchised Business within the time period prescribed in Section 6 of this Agreement;
10. If Franchisee fails to cure any of the following violations under this Agreement within ten (10) days of being notified by Franchisor: (i) failure to offer only those Approved Products and Approved Services that Franchisor authorizes at the Franchised Business; (ii) any purchase of any non-approved item or service for use in connection with the Franchised Business; (iii) failure to purchase any Required Item that Franchisor designates as necessary for the establishment or operation of the Franchised Business from the appropriate Approved Supplier(s) that Franchisor designates;
11. If Franchisee voluntarily or otherwise abandons the Franchised Business. For purposes of this Agreement, the term "abandon" means: (i) failure to actively operate the Franchised Business for more than two (2) business days without Franchisor's prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Franchised Business in accordance with this Agreement or the Manuals;
12. If Franchisee fails to provide Franchisor with access, or otherwise blocks Franchisor's access, to Franchisee's Computer System as required under this Agreement, and fails to remedy this default within forty-eight (48) hours of being notified by Franchisor;
13. If Franchisee fails to pay Franchisor, its affiliates, any of its Approved Suppliers or any Client any amount that is due and owing that party within ten (10) days of the date that Franchisor (or other party owed the money) notifies Franchisee of the outstanding amount that is due and owed. Franchisor may suspend services to Franchisee during any period of time where Franchisee has failed to satisfy the amount that is due and owed;
14. If Franchisee fails, for a period of ten (10) days after notification of non-compliance, to provide the Approved Services using only the Proprietary Products and other products Franchisor approves or if Franchisee fails to offer and Approved Service or Approved Product Franchisor requires;
- 15.
16. If Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchised Business;
17. If Franchisee fails, for a period of ten (10) days after notification of non-

compliance, to obtain any other licenses, certificates, permits or approvals necessary to operate the Franchised Business at the Premises;

18. If Franchisee, any person controlling, controlled by, or under common control with the Franchisee, any principal officer or employee of Franchisee, or any person owning an interest in Franchise is convicted of a felony or any other crime or offense (even if not a crime) that is reasonably likely in the reasonable opinion of Franchisor to adversely affect the System, any System unit, the Proprietary Marks, or the goodwill associated therewith;
19. If Franchisee takes for Franchisee's own personal use any assets or property of the Franchised Business for any competitive or other commercial use;
20. If there are insufficient funds in Franchisee's Payment Account to cover a check or payment due to Franchisor or its affiliates under this Agreement three (3) or more times within any twelve (12) month period;
21. If Franchisee commits repeated violations of any health, zoning, sanitation, or other regulatory law, standard, or practice; operates the business in a manner that presents a health or safety hazard to its employees or customers;
22. If Franchisee fails to generate seventy percent (70%) of the Minimum Gross Sales level for its then-current year; or
23. If Franchisee, on three (3) or more occasions, fails to comply with the standards and specifications set forth in the Manuals during any eighteen (18) month period, whether or not these failures were timely cured.

C. **Termination upon Notice and 30 Days' Cure.** Except for those defaults set forth in Sections 15(A)-(B) of this Agreement, Franchisor may terminate this Agreement upon notice to Franchisee in the event Franchisee: (i) breaches or violates any other covenant, obligation, term, condition, warranty, or certification under this Agreement, including Franchisee's failure to comply with any of Franchisor's other System standards and specifications in the operation of the Franchised Business as set forth in the Manuals; and (ii) fails to cure such breach or violation within thirty (30) days of the date Franchisee is provided with notice thereof by Franchisor.

D. **Loss of Designated Territory.** Notwithstanding the foregoing, if Franchisee is in default of this Agreement under Section 6(Z), Franchisor may, in its sole discretion and as an alternative to terminating this Agreement, elect to reduce the size of Franchisee's Designated Territory and own and operate, or license another to operate, additional Spray-Net businesses in the Designated Territory. In the event Franchisor elects to reduce Franchisee's Designated Territory and/or terminate Franchisee's exclusive rights therein, Franchisor will provide Franchisee with written notice thereof. Upon receipt of such notice, Franchisee will have ten (10) calendar days to execute an addendum to this Agreement detailing the revised boundaries of the Designated Territory and/or termination of exclusive rights therein. If Franchisee does not execute this Addendum with the prescribed time period, then Franchisor may, at its option, immediately terminate this Agreement upon notice to Franchisee.

E. **Step-In Rights.** In addition to Franchisor's right to terminate this Agreement, and not in

lieu of such right or any other rights hereunder, if this Agreement is subject to termination due to Franchisee's failure to cure any default within the applicable time period (if any), then Franchisor has the right, but not the obligations, to enter the Premises and exercise complete authority with respect to the operation of the Franchised Business until such time that Franchisor determines, in its reasonable discretion, that the default(s) at issue have been cured and that Franchisee is otherwise in compliance with the terms of this Agreement. In the event Franchisor exercises these "step-in rights," Franchisee must (a) pay Franchisor a management fee amounting to eight percent (8%) of the Gross Sales of the Franchised Business during the time period that Franchisor's representatives are operating the Franchised Business (the "Management Fee"), and (b) reimburse Franchisor for all reasonable costs and overhead that Franchisor incurs in connection with its operation of the Franchised Business, including without limitation, costs of personnel supervising and staffing the Franchised Business and any travel, lodging and meal expenses. If Franchisor undertakes to operate the Franchised Business under this Section, Franchisee must indemnify, defend and hold Franchisor (and its representatives and employees) harmless from and against any Claims that may arise out of Franchisor's operation of the Franchised Business.

- F. **Non-Compliance Fee.** In addition to Franchisor's rights under this Section 15, Franchisee must pay Franchisor (1) two-hundred and fifty dollars (\$250) upon the first instance of Franchisee's default of this Agreement, (2) five hundred dollars (\$500) upon the second instance of Franchisee's default of this Agreement, and (3) one thousand dollars (\$1,000) upon the third instance of Franchisee's default of this Agreement.

16. **POST-TERM OBLIGATIONS**

Upon the expiration or termination of this Agreement, Franchisee shall immediately:

- A. **Cease Ownership and Operation of Franchised Business; Cease Affiliate with Franchisor and Brand Generally.** Cease to be a franchise owner of Franchised Business under this Agreement and cease to operate the former Franchised Business under the System. If this Agreement is terminated for cause by Franchisor, then Franchisee shall not thereafter directly or indirectly represent to the public that the former Franchised Business is or was operated or in any way connected with the System or hold itself out as a present or former franchise owner of an Franchised Business (unless Franchisor agrees otherwise in writing);
- B. **Return Manuals and Confidential Information.** Return to Franchisor the Manuals and all trade secrets, Confidential Information (including all Client lists and Approved Services agreements) and other confidential materials, equipment, software and property owned by Franchisor and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided, however, that Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;
- C. **Assignment of Approved Services Contracts, Telephone/Facsimile Numbers and Domain Names.** Take such action as may that Franchisor designates to: (i) provide and assign to Franchisor the then-current and up-to-date (a) Client and property lists, and (b) any Approved Services contracts and other agreements between Clients and the former Franchised Business; and (ii) transfer, disconnect, forward, or assign all telephone/facsimile numbers and domain names used in connection with the former Franchised Business, as well as any white and yellow page telephone references,

advertisements, and all trade and similar name registrations and business licenses to Franchisor or its designee and cancel any interest which Franchisee may have in the same (as Franchisor directs in its sole discretion). Franchisee agrees to execute all documents necessary to comply with the obligations of this Section, including the form Conditional Assignment of Telephone/Facsimile Numbers and Domain Names attached to this Agreement as Exhibit D.

- D. **Cease Using Proprietary Marks.** Cease to use in advertising or in any manner whatsoever any methods, procedures, or techniques associated with the System in which Franchisor has a proprietary right, title, or interest, and cease to use the Proprietary Marks and any other marks and indicia of operation associated with the System.
1. Remove all trade dress, then Franchisee must remove physical characteristics, color combinations, and other indications of operation under the System from the Premises and from the Approved Vehicles (and provide documentation thereof to Franchisor as set forth in Section 16(G) below).
 2. Upon Franchisor's request, Franchisee must provide all materials bearing the Proprietary Marks to Franchisor upon expiration or termination of this Agreement for any reason, without cost to Franchisor; and
- E. **Compliance with Post-Term Covenants.** Comply with the post-term covenants not to compete and other restrictive covenants set forth in Section 14 of this Agreement;
- F. **Payment of Amounts Due.** Pay Franchisor, as well as each of Franchisor's Approved Suppliers, any and all amounts owed under this Agreement or otherwise in connection with the former Franchised Business within 10 days of the termination or expiration date.
- G. **Written Evidence of Compliance.** Provide Franchisor with written evidence that they have complied with the post-term obligations, within thirty (30) days' notice of termination or scheduled expiration of the franchise; and
- H. **Purchase of Assets.** Franchisor shall have the option, but not the obligation, within thirty (30) days after the date of termination, expiration, and non-renewal of this Agreement to purchase any and all of Franchisee's operating assets from the Franchised Business at a purchase price equal to net depreciated book value. If Franchisor elects this option, Franchisor will deliver written notice to Franchisee. Franchisor will have the right to inspect equipment at any time during this thirty (30) day period. If Franchisor elects to purchase equipment as part of the asset purchase, Franchisor will be entitled to, and Franchisee must provide, all customary warranties and representations as to compliance with law, the maintenance, function, and condition of the equipment and Franchisee's good title to the equipment (including, but not limited to, that Franchisee owns the equipment free and clear of any liens and encumbrances).
- I. **Disconnection of Telephone Number on Termination/Renewal.** Franchisee acknowledges that there will be substantial confusion among the public if, after the termination or expiration and non-renewal of this Agreement, Franchisee continues to use advertisements and/or the telephone number listed in the telephone directory under the name "LIQUA-ROOF" or any name similar to it. Thus, effective upon the termination or expiration and non-renewal of this Agreement, Franchisee agrees to direct the telephone company servicing Franchisee, per Franchisor's request, to disconnect the telephone number used in connection with the Franchised Business or transfer such number to

Franchisor or to any person or location of Franchisor's choosing. If Franchisee fails to take these steps, Franchisee shall be deemed to have hereby irrevocably appointed Franchisor as Franchisee's attorney-in-fact for purposes of directing and accomplishing such transfer. Franchisee understands and agrees that, notwithstanding any billing arrangements with any telephone company or yellow pages directory company, Franchisor will be deemed for purposes hereof to be the subscriber of such telephone numbers, with full authority to instruct the applicable telephone or yellow pages directory company as to the use and disposition of telephone listings and numbers. Franchisee hereby agrees to release, indemnify, and hold such companies harmless from any damages or loss as a result of following Franchisor's instructions.

- J. **Liquidated Damages.** Franchisee and Franchisor agree and acknowledge that the damages Franchisor will sustain upon an early termination of this Agreement are difficult to foresee and estimate. Therefore, upon the termination of this Agreement before the end of the Term, Franchisee shall pay Franchisor liquidated damages equal to seven percent (7%) of the applicable annual Minimum Gross Sales for the Franchised Business found in Section 6.Z. of this Agreement corresponding to the year of operation in which this agreement is terminated. For avoidance of doubt, the applicable annual Minimum Gross Sales will be based on the number of Territories Franchisee has purchased and the length of time that Franchisee has operated the Franchised Business. These liquidated damages are in addition to all remedies that Franchisor may have against Franchisee for breach of the restrictive covenants found in Section 14 of this Agreement or extracontractual claims such as fraud or unfair and deceptive trade practices.
- K. **Reimbursement for Touch-up Work.** If, after the termination or expiration of this Agreement, Franchisor, an affiliate of Franchisor, or another Liqua-Roof franchisee provides touch-up work for customers to whom Franchisee provided Approved Services, Franchisee shall reimburse Franchisor, Franchisor's affiliate(s), or another Liqua-Roof franchisee the actual costs of providing such touch-up work upon demand.

17. **TAXES AND INDEBTEDNESS**

- A. **Taxes.** Franchisee must promptly pay when due any and all federal, state, and local taxes, including without limitation, unemployment, workers' compensation, lodging, and sales taxes which are levied or assessed with respect to any services or products furnished, used, or licensed under this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business.
- B. **Debts and Obligations.** Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchised Business.

18. **WRITTEN APPROVALS; WAIVERS; FORMS OF AGREEMENT; AMENDMENT**

- A. **Franchisor's Approval.** Whenever this Agreement requires or Franchisee desires to obtain Franchisor's approval, Franchisee shall make a timely written request. Unless a different period is specified in this Agreement, Franchisor shall respond with its approval or disapproval within fifteen (15) days of receipt of such request. If Franchisor has not specifically approved a request within such fifteen (15) day period, such failure to respond shall be deemed as a disapproval of any such request.

- B. **No Waiver.** No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. No waiver or approval by Franchisor of any particular breach or default by Franchisee; no delay, forbearance, or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder; and no acceptance by Franchisor of any payments due hereunder shall be considered a waiver or approval by Franchisor of any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Agreement.
- C. **Terms of Other Franchise Agreements.** No warranty or representation is made by the Franchisor that all franchise agreements heretofore or hereafter issued by Franchisor in connection with a Franchised Business do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, in its reasonable business judgment due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other System franchise owners in a non-uniform manner.
- D. **Modification of System and Manuals.** Except as provided in Section 22 and Franchisor's right to unilaterally modify the System and Manuals, no amendment, change, or variance from this Agreement shall be binding upon either Franchisor or Franchisee unless set forth in writing and signed by both parties.
- E. **No Disclaimers of Franchise Disclosure Document.** Nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor has made in the franchise disclosure document.

19. **ENFORCEMENT**

- A. **Injunctive Relief.** The Franchisor or its designee shall be entitled to obtain without bond, declarations, temporary and permanent injunctions, and orders of specific performance in order to enforce the provisions of this Agreement relating to Franchisee's use of the Proprietary Marks, the obligations of Franchisee upon termination or expiration of this Agreement, and assignment of the franchise and ownership interests in Franchisee or in order to prohibit any act or omission by Franchisee or its employees which constitutes a violation of any applicable law or regulation, which is dishonest or misleading to prospective or current customers of businesses operated under the System, which constitutes a danger to other franchise owners, employees, customers, or the public or which may impair the goodwill associated with the Proprietary Marks.
- B. **No Withholding of Payments.** Franchisee agrees and acknowledges that it may not withhold payments or amounts of any kind due to Franchisor on the premise of alleged nonperformance by Franchisor of any of its obligations hereunder.
- C. **Costs and Attorneys' Fees.** If Franchisee is in breach or default of any monetary or non-monetary obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must reimburse Franchisor for all costs/expenses incurred in connection with enforcing its rights under this Agreement including all reasonable attorneys' fees, court costs and

litigation expenses. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

20. **NOTICES**

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices must be provided to each party at the respective addresses set forth below:

To Franchisor: Liqua-Roof Franchising, Inc
 Attn: Patrick Simpson, Chief Operating Officer
 1490 De Coulomb
 Boucherville, Quebec Canada J4B 7M2

To Franchisee: _____

Any notice complying with the provisions hereof will be deemed delivered at the earlier of: (i) three (2) days after mailing; or (ii) the actual date of delivery or receipt (as evidenced by the courier). Each party shall have the right to designate any other address for such notices by providing the other party(ies) with written notice thereof at the addresses above, and in such event, all notices to be mailed after receipt of such notice shall be sent to such other address.

21. **GOVERNING LAW AND DISPUTE RESOLUTION**

- A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to this state's conflict of laws principles.
- B. **Internal Dispute Resolution.** Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's management, after providing notice as set forth in Section 21(G) of this Agreement, and make every effort to resolve the dispute internally. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.
- C. **Mediation.** At Franchisor's option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 21(B) above, will be submitted first to mediation to take place in the County of New Castle, Delaware, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature

and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 21(C) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information or other confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Franchisee's payment obligations under this Agreement.

- D. **Injunctive Relief.** Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Proprietary Marks and Confidential Information (including any proprietary software used in connection with the Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.
- E. **Venue.** Subject to Sections 21(C) and 21(D) above, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction in the County of New Castle, Delaware or, if appropriate, the United States District Court for the District of Delaware. Franchisee acknowledges that this Agreement has been entered into in the State of Delaware, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's presence in Delaware, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Delaware as set forth in this Section.
- F. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, owners,

members, managers, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section 21, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

- G. **Notice Requirement.** As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.
- H. **No Withholding of Payments.** Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.
- I. **Limitation of Actions.** Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or under any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.
- J. **Waiver of Punitive Damages.** Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Franchisee's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.
- K. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

- L. **WAIVER OF CLASS ACTIONS.** THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

22. SEVERABILITY AND CONSTRUCTION

- A. Should any provision of this Agreement for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this paragraph shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to make fully the provisions hereof. Franchisee understands and acknowledges that Franchisor shall have the right in its sole discretion on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Agreement binding upon Franchisee without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.
- B. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute the same instrument.
- C. The table of contents, headings, and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each Section of this Agreement shall be construed independently of any other Section or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal on the date first written above.

FRANCHISOR:

LIQUA-ROOF FRANCHISING, INC.

By: _____
Carmelo Marsala, CEO

Date: _____

FRANCHISEE:

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

Spouse Signature: _____

Spouse Name: _____

Date: _____

**IF A PARTNERSHIP, CORPORATION, OR
OTHER ENTITY:**

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A TO THE FRANCHISE AGREEMENT
DATA SHEET AND STATEMENT OF OWNERSHIP

1. SITE SELECTION AREA (IF NEEDED)

Under Section 2(B) of the Franchise Agreement, Franchisee must locate and secure a Premises for the Franchised Business within the following Site Selection Area:

2. PREMISES

Under Section 2(B) of the Franchise Agreement, the Franchised Business shall be located at the following Home Office or other approved Premises:

3. DESIGNATED TERRITORY

Under Section 2(C) of the Franchise Agreement, Franchisee's Designated Territory(-ies) will be defined as follows (if identified on a map, please attach map and reference attachment below):

The number of Designated Territories under this Franchise Agreement is _____.
The approximate population of the Designated Territories is _____.

4. Initial Franchise Fee. Under Section 4.A.1, Franchisee's Initial Franchise Fee is _____.

5. Franchisee Contact Person. The following individual is a shareholder, member, or partner of Franchisee and is the principal person to be contacted on all matters relating to the Franchised Business:

Name: _____
Daytime Telephone No.: _____
Evening Telephone No.: _____
Cellular Telephone No.: _____

Facsimile No.: _____
E-mail Address: _____

6. Statement of Ownership. If Franchisee is a corporation, limited liability company, partnership or other business entity, the undersigned agree and acknowledge that the following is a complete list of all of the shareholders, members, or partners of Franchisee and the percentage interest of each individual:

<u>Name</u>	<u>Position/Title</u>	<u>Interest (%)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

THE PARTIES SIGNING THIS DATA SHEET BELOW AGREE AND ACKNOWLEDGE THAT THIS DATA SHEET, BY ITSELF, DOES NOT CONSTITUTE A FRANCHISE AGREEMENT OR OTHERWISE CONFER ANY FRANCHISE RIGHTS UPON FRANCHISEE. THIS DATA SHEET PROVIDES CERTAIN DEAL-SPECIFIC INFORMATION IN CONNECTION WITH THE FRANCHISE THAT IS GOVERNED BY THE FRANCHISE AGREEMENT TO WHICH THIS DATA SHEET IS AN EXHIBIT.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THE FOREGOING FRANCHISE AGREEMENT MUST BE EXECUTED PRIOR TO OR CONTEMPORANEOUS WITH THIS DATA SHEET FOR ANY RIGHTS TO BE CONFERRED.

IN WITNESS WHEREOF, the undersigned has duly executed this Exhibit to the Franchise Agreement on
t _____.

FRANCHISEE

By: _____

Name: _____

Title: _____

FRANCHISOR

LIQUA-ROOF

FRANCHISING,

INC.

By: _____
Carmelo Marsala, CEO

EXHIBIT B TO THE FRANCHISE AGREEMENT

PERSONAL GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, THEN EACH INDIVIDUAL/ENTITY WITH AN OWNERSHIP INTEREST IN FRANCHISEE (PRINCIPALS/MEMBERS/SHAREHOLDERS/MANAGERS/PARTNERS/ETC.) AND THEIR RESPECTIVE SPOUSES MUST EXECUTE THIS FORM OF PERSONAL GUARANTY. IF FRANCHISEE IS AN INDIVIDUAL AND FRANCHISEE'S SPOUSE HAS NOT SIGNED THE FRANCHISE AGREEMENT DIRECTLY, THEN FRANCHISEE'S SPOUSE MUST EXECUTE THIS FORM OF PERSONAL GUARANTY.

ARTICLE I PERSONAL GUARANTY

The undersigned persons (individually and collectively "you") hereby represent to LIQUA-ROOF FRANCHISING, INC. (the "Franchisor") that you are all the owners/principals/members/shareholders/managers/partners, as applicable, of the business entity named _____ (the "Franchisee"), as well as their respective spouses, as of the date this Personal Guaranty (the "Personal Guaranty" or "Guaranty") is executed.

In consideration of the grant by Franchisor to the Franchisee as herein provided, each of you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing LIQUA-ROOF Franchise Agreement, and any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation: (i) any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement; (ii) the prohibition of any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer as set forth in the Franchise Agreement; (iii) those obligations related to confidentiality, non-disclosure and indemnification; and (iv) the in-term and post-term covenants against competition, as well as all other restrictive covenants set forth in the Franchise Agreement.

ARTICLE II CONFIDENTIALITY

During the initial and any renewal terms of the Franchise Agreement and this Guaranty, you will receive information, which Franchisor considers to be Confidential Information, trade secrets and/or confidential information, including without limitation: (i) site-selection criteria; (ii) methods, techniques and trade secrets for use in connection with the proprietary business operating system that Franchisor and its affiliates have developed (the "System") for the establishment and operation of a LIQUA-ROOF business (each, an "Franchised Business") and/or franchise (each, a "Franchised Business"); (iii) marketing research and promotional, marketing and advertising programs for the Franchised Business; (iv) knowledge of specification for and suppliers of, certain products, fixtures, furnishings, equipment and inventory used at the Franchised Business (v) knowledge of the operating results and financial performance of other Franchised Businesses; (vi) customer communication and retention programs, along with data used or generated in connection with those programs; (vii) Franchisor's proprietary Manuals and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection

with the System; (viii) information regarding the development of Franchisor's proprietary marks (the "Proprietary Marks"); (ix) information generated by, or used or developed in, an Franchised Business's operation, including client names, properties and contracts of any kind, addresses, telephone numbers and related information and any other information contained in the Franchised Business's computer system or proprietary software system; (x) Franchisor's proprietary Manuals and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; as well as any other proprietary information or confidential information that is provided to Franchisee by Franchisor during the term of the Franchise Agreement (collectively, "Confidential Information"). You shall not, during the term of this Agreement or anytime thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information and trade secrets, including, without limitation: Franchisor's copyrighted materials; price marketing mixes related to the Approved Services and Products (as defined in the Franchise Agreement); standards and specifications for providing the Approved Services and Products and other merchandise or services offered or authorized for sale by System franchisees; methods and other techniques and know-how concerning the operation of the Franchised Business, which may be communicated to you or of which you may become apprised by virtue of your role as a guarantor of the Franchisee's obligations under the Franchise Agreement. You also acknowledge and agree that the following also constitutes "Confidential Information" under this Section: (i) former, current and prospective client information, including customer names and addresses, contracts/agreements (collectively "Client Information"), and (ii) sources and pricing matrices of any approved or designated suppliers; and (iii) any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential.

ARTICLE III NON-COMPETITION

You acknowledge that as a participant in the Franchisor's System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore, to protect Franchisor and all Franchisor's franchisees, you agree as follows:

1. During the Term of the Franchise Agreement and this Guaranty. During the term of the Franchise Agreement and this Personal Guaranty, each of the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1.1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money, lease space or extend credit to (or otherwise have any interest in or involvement with), any other business that offers, provides, manufactures, distributes, or sells any kind of products and services in connection with any business that: (i) offers, provides or sells products or services in connection with (a) roofing products or services, and (b) any kind of the Approved Products and Approved Services (as these terms are defined in the Franchise Agreement and as may be modified by Franchisor from time to time) that are offered or provided by the Franchised Business and/or other Businesses (each, a "Competing Business"); and/or (ii) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business; provided, however, that this Section does not apply to your operation of an LIQUA-ROOF franchise under a valid franchise agreement with Franchisor, or your ownership of less than two percent (2%) of the interests in a publicly traded company;

1.2. Subject to and as permitted by applicable law, employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or Divert or attempt to divert business or customers of any Franchisee-owned Franchised

Businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

2. After the Term of the Franchise Agreement and this Guaranty.

2.1 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date the Franchise Agreement is terminated or expires.

2.2 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

2.2.1 Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with any other Competing Business:

- (i) within the Designated Territory or Additional Territory;
- (ii) within a fifty (50) mile radius of the Designated Territory or Additional Territory;
- (iii) within a fifty (50) mile radius of any Franchised Business that is open or under development as of the date the Franchise Agreement expires and/or is terminated; or
- (iv) within a fifty (50) mile radius of any other designated territory or additional territory that has been granted by Franchisor or its affiliates in connection with an Franchised Business as of the date the Franchise Agreement expires and/or is terminated, regardless of whether a Franchised Business is open and operating in that designated territory or additional territory; or

2.2.2 Subject to as permitted by applicable law, solicit business from Clients of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose, nor solicit any of Franchisor's other employees, or the employees of Franchisor's affiliates or any other System franchisee to discontinue employment.

3. **Intent and Enforcement.** It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that

Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree that each of you has previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevents you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV DISPUTE RESOLUTION

1. **Acknowledgment.** You acknowledge that this Guaranty is not a franchise agreement and does not confer upon you any rights to use the Franchisor's proprietary marks or its system.

2. **Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the State of Delaware.

3. **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Personal Guaranty to Franchisor's Chief Executive Officer and/or President. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first shall survive the termination or expiration of this Agreement.

4. **Mediation.** At Franchisor's option, all claims or disputes between you and Franchisor or its affiliates arising out of, or in any way relating to, the Franchise Agreement, this Guaranty or any other agreement by and between the parties or their respective affiliates, or any of the parties' respective rights and obligations arising from such agreements, which are not first resolved through the internal dispute resolution procedure set forth above, must be submitted first to mediation, in the County of New Castle, Delaware under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, you must submit a notice to Franchisor that specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether Franchisor or its affiliates elect to exercise our option to submit such claim or dispute to mediation. You may not commence any arbitration proceeding or other action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor may specifically enforce our mediation rights under this Section. Each party shall bear its own cost of mediation, except that you and Franchisor shall share the mediator's fees and costs equally. This agreement to mediate at Franchisor's option shall survive any termination or expiration of the Franchise Agreement and this Guaranty.

4.1. *Excepted Claims.* The parties agree that mediation shall not be required with respect to any claim or dispute involving: (i) any of your payment obligations that are past due; (ii) the actual or threatened disclosure or misuse of Franchisor's Confidential Information; (iii) the actual or threatened violation of Franchisor's rights in, or misuse of, the Proprietary Marks, System or other trade secrets; (iv) any of the restrictive covenants contained in the Franchise Agreement or this Guaranty; or (v) any claims arising out of or related to fraud or misrepresentation by you, or your insolvency (collectively, the "Excepted Claims").

5. **Jurisdiction and Venue.** Subject to Sections 3 and 4 above, the parties agree that any action at law or in equity instituted against either party to this Agreement must be commenced and litigated to conclusion (unless settled) only in any court of competent jurisdiction located in the County of New Castle, Delaware or, if appropriate, the United States District Court for the District of Delaware. The undersigned hereby irrevocably consent to the jurisdiction of these courts.

6. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of this Agreement and the mediation and other dispute resolution provisions contained herein, each having authority to specifically enforce the right to mediate and litigate claims asserted against such person(s) by you.

7. **Right to Injunctive Relief.** Nothing contained in this Guaranty will prevent Franchisor from applying to or obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation or arbitration proceeding, or pending the trial or handing down of a decision or award under any mediation or arbitration proceeding conducted hereunder. If injunctive relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, you expressly waive all claims for damages you incurred as a result of the wrongful issuance.

8. **JURY TRIAL AND CLASS ACTION WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES/AGENTS/REPRESENTATIVES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.**

9. **Limitation of Action.** You further agree that no cause of action arising out of or under this Guaranty may be maintained by you unless brought before the expiration of one year after the act, transaction or occurrence upon which such action is based or the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

10. **Punitive Damages.** You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that your recovery shall be limited to actual damages. If any other term of this Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

11. **Costs and Attorneys' Fees.** Whether or not formal legal proceedings are initiated, in the event Franchisor incurs any legal fees or other costs associated with enforcing the terms of this Guaranty or the Franchise Agreement against you, then Franchisor will be entitled to recover from you all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Guaranty or the Franchise Agreement.

12. **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of our right to do so, any law, custom, usage or rule to the contrary

notwithstanding. Delay or omission by us respecting any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative. Your election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

13. **No Personal Liability.** You agree that fulfillment of any and all of Franchisor's obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be Franchisor's sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with Franchisor shall be personally liable to you for any reason. This is an important part of this Guaranty. You agree that nothing that you believe you have been told by us or our representatives shall be binding unless it is written in the Franchise Agreement or this Guaranty. Do not sign this Agreement if there is any question concerning its contents or any representations made.

14. **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this Guaranty shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

15. **Construction of Language.** Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

16. **Successors.** References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Guaranty on the date stated on the first page hereof.

PERSONAL GUARANTORS

[Insert Signature of Guarantor]

[Insert Signature of Guarantor]

[Insert Signature of Spouse]

[Insert Signature of Spouse]

EXHIBIT C TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT

(1) (for Designated Managers and other management personnel, LR Specialists, as well as any officers, directors, or owners of the Franchisee that did not sign the full Personal Guaranty)

In consideration of my being a [INSERT TITLE/ROLE WITH FRANCHISEE] of _____ (the “Franchisee”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Franchisee has acquired the right from LIQUA-ROOF FRANCHISING, INC. (the “Company” or “Franchisor”) to: (i) establish and operate a franchised business (the “Franchised Business”); and (ii) use in the operation of the Franchised Business the Company’s trade names, trademarks and service marks (collectively, the “Proprietary Marks”) and the Company’s unique and distinctive format and system relating to the establishment and operation of Franchised Business businesses (the “System”), as they may be changed, improved and further developed from time to time in the Company’s sole discretion, only at the following authorized and approved location: _____ (the “Premises”).

1. The Company possesses certain proprietary and confidential information relating to the operation of the Franchised Business and System generally, including without limitation: Company’s proprietary and confidential Manuals and other manuals providing guidelines, standards and specifications related to the establishment and operation of the Franchised Business (collectively, the “Manuals”); Franchisor’s proprietary training materials and programs, as well as proprietary marketing methods and other instructional materials, trade secrets; information related to any other proprietary methodology or aspects of the System or the establishment and continued operation of the Franchised Business; financial information; any and all customer lists, contracts and other customer information obtained through the operation of the Franchised Business and other Franchised Businesses; any information related to any type of proprietary software that may be developed and/or used in the operation of with the Franchised Business; and any techniques, methods and know-how related to the operation of Franchised Business or otherwise used in connection with the System, which includes certain trade secrets, copyrighted materials, methods and other techniques and know-how (collectively, the “Confidential Information”).

2. Any other information, knowledge, know-how, and techniques which the Company specifically designates as confidential will also be deemed to be Confidential Information for purposes of this Agreement.

3. As [INSERT TITLE WITH RESPECT TO FRANCHISEE] of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manuals, and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information, in whole or in part, for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as [INSERT TITLE] of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such

information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. I will surrender any material containing some or all of the Confidential Information to the Company, upon request, or upon conclusion of the use for which the information or material may have been furnished.

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business that: (i) is a roofing service business that is similar to the Franchised Business and/or that features, offers and/or sells products and services similar to the those offered and sold by the Franchised Business and/or other Liqua-Roof franchises (a "Competing Business"); or (iii) grants or has granted franchises or licenses, or establishes or has established joint ventures, for one or more Competing Businesses. I also agree that I will not undertake any action to divert business from the Franchised Business to any Competing Business, or solicit any of the former customers or employees of Franchisee for any competitive business purpose.

7.1 *Post-Term Restrictive Covenant for Designated Manager of Franchised Business or Manager/Officers/Directors of Franchisee.* In the event I am a manager of the Franchised Business, or an officer/director/manager/partner of Franchisee that has not already executed a Personal Guaranty agreeing to be bound by the terms of the Franchise Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of two years after the expiration or termination of my employment with Franchisee for any reason: (i) at or within a 60 mile radius of the Premises; or (ii) within a 60-mile radius of any other Franchised Business that exists at the time my employment with Franchisee ceases through the date of my involvement with the Competing Business. I also agree that I will not be involved in the franchising or licensing of any Competing Business at any location, or undertake any action to divert business from the Franchised Business to any Competing Business or solicit any of the former customers or employees of Franchisee for any competitive business purpose, during this two (2) year period following the termination or expiration of my employment with the Franchisee.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the

Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. I shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Confidential Information and the System.

12. Franchisee shall make all commercially reasonable efforts to ensure that I act as required by this Agreement.

13. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by me shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by me.

14. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF **[INSERT STATE WHERE FRANCHISEE IS LOCATED]** AND MYSELF HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURT CLOSEST TO THE PREMISES OF THE FRANCHISED BUSINESS OR, IF APPROPRIATE, THE FEDERAL COURT CLOSED TO SUCH PREMISES. I HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. I HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ME IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY **[INSERT STATE]** OR FEDERAL LAW. I FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE ONE OF THE COURTS DESCRIBED ABOVE IN THIS SECTION; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

15. The parties acknowledge and agree that each of the covenants contained in this Agreement are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, I expressly agree to be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

16. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may be modified only by a duly authorized writing executed by all parties.

17. All notices and demands required to be given must be in writing and sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or electronic mail, (provided that the sender confirms the facsimile or electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective party at the following address unless and until a different address has been designated by written notice.

For notices to Franchisor, the notice shall be addressed to

LIQUA-ROOF FRANCHISING, INC.
Attn: Patrick Simpson, Chief Operating Officer
1490 De Coulomb, Boucherville
Quebec, Canada J4B 7M2

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

18. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective parent, successor and assigns.

IN WITNESS WHEREOF, this Agreement is made and entered into by the undersigned parties as of the Effective Date.

UNDERSIGNED

Signature: _____

Name: _____

Address: _____

Title: _____

ACKNOWLEDGED BY FRANCHISEE

[FRANCHISEE NAME]

By: _____

Title: _____

EXHIBIT D TO THE FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAIN NAMES

1. _____, doing business as Franchised Business (the “Assignor”), in exchange for valuable consideration provided by LIQUA-ROOF FRANCHISING, INC. (the “Assignee”), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its LIQUA-ROOF franchised business located at _____ (collectively, the “Assigned Property”). The Assigned Property includes the following:

Telephone Number(s):

Facsimile Number(s):

Domain Name(s) (as permitted by Franchisor under the Franchise Agreement):

2. The conditional agreement will become effective automatically upon termination, expiration of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company and/or domain name registrar to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company and/or domain name registrar, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company or domain name registrar to effectuate this agreement, and agrees to fully cooperate with the telephone company and/or domain name registrar, as well as the Assignee, in effectuating this assignment.

ASSIGNOR

BY: _____

Date: _____

TITLE: _____

ASSIGNEE LIQUA-ROOF FRANCHISING, INC.

BY: _____
Carmelo Marsala, CEO

EXHIBIT B
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT

LEARNING MANAGEMENT SYSTEM TABLE OF CONTENTS

Section	Topic	Pages (Folders/Files)
1	Marketing	5 Folders
2	Selling	4 Folders
3	SNK & Estimating	1 Folder
4	Roof Basics	4 Files
5	Recruiting & Hiring	3 Folders
6	Finance	4 Files
7	Safety	2 Folders
8	Production Ready	3 Folders
9	Other Sessions & Updates	3 Folders
9.1	Production Process	1 Folder
9.2	Troubleshooting	3 Files

EXHIBIT C
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

**LIQUA-ROOF FRANCHISING, INC.
FINANCIAL STATEMENTS
APRIL 30, 2026**

LIQUA-ROOF FRANCHISING, INC.
TABLE OF CONTENTS

Independent Auditor's Report	Page 1 - 2
Balance Sheet	Page 3
Notes to Financial Statements	Page 4

MUHAMMAD ZUBAIRY, CPA PC

Certified Public Accountant
646.327.7013

INDEPENDENT AUDITOR'S REPORT

**To the Stockholders of
Liqua-roof Franchising, Inc.**

Opinion

We have audited the balance statement of Liqua-roof Franchising, Inc., as of April 30, 2026 (inception), and the related notes to the financial statement.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Liqua-roof Franchising, Inc., as of April 30, 2026, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Liqua-roof Franchising, 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 Financial Statements

Management is responsible for the preparation and fair presentation of the 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 financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Liqua-roof Franchising, 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 Financial Statements

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

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the 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 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 purpose of expressing an opinion on the effectiveness of Liqua-roof Franchising, 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 judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Liqua-roof Franchising, 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.



Muhammad Zubairy, CPA PC
Westbury, NY
May 13, 2026

LIQUA-ROOF FRANCHISING, INC.
BALANCE SHEET
APRIL 30, 2026

<u>ASSETS</u>	
Cash	<u>\$ 50,000</u>
Total Assets	<u><u>\$ 50,000</u></u>
<u>MEMBERS' EQUITY</u>	
Current Liabilities	<u>\$ —</u>
Members' Equity	<u>50,000</u>
Members' Equity	<u><u>\$ 50,000</u></u>

See notes to financial statements

LIQUA-ROOF FRANCHISING, INC.
NOTES TO FINANCIAL STATEMENTS

1. THE COMPANY

Liqua-roof Franchising, Inc. is a Delaware corporation, organized in March 2026 to offer franchisees the opportunity to own and operate a proprietary roof resurfacing system that extends the life of existing asphalt shingle roofs without full replacement under trademark Liqua-roof.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate franchise, for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of \$250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Taxes on Income- The Company's entity was organized as a limited liability company. Accordingly, under the internal revenue code, all taxable income or loss flows through to its member. Therefore, no income tax expense or liability is recorded in the accompanying financial statements.

3. REVENUE RECOGNITION

The Company will record revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations will be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation will be amortized over the life of the related franchise agreements. Commissions paid for franchises will be amortized over the life of the franchise agreement.

4. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through May 13, 2026, the date the financial statements were available to be issued.

EXHIBIT D
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

California Department of Financial Protection and
Innovation
TOLL FREE 1-(866) 275-2677

LA Office

320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

Sacramento Office

2101 Arena Boulevard
Sacramento, CA 95834
(866) 275-2677

San Francisco Office

One Sansome St., #600
San Francisco, CA 94104
(415) 972-8559

Florida Department of Agricultural
and Consumer Services
Division of Consumer Services
Mayo Building, Second Floor
Tallahassee, Florida 32399-0800
(904) 922-2770

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-11
Indianapolis, IN 46204
(317) 232-6681

Kentucky Office of the Attorney General Consumer
Protection Division
P.O. Box 2000
Frankford, KY 40602
(502) 573-2200

Maryland Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Michigan Department of the Attorney General
Consumer Protection Division
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933
(517) 373-7117

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
(651) 539-1600

Nebraska Department of Banking and Finance
1200 North Street, Suite 311
P.O. Box 95006
Lincoln, NE 68509-5006
(402) 471-3445

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

North Dakota Securities Department
State Capital, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-291

Oregon Department of Consumer
and Business Services
Division of Finance and Corporate
Securities labor and Industries
350 Winter Street, NE, Room 410
Salem, OR 97310-3881
(503) 378-4140

345 W Washington Ave., 4th Floor
Madison, WI 53703
(608) 266-8550

Director, Department of Business Regulations
Rhode Island Division Of Securities
233 Richmond Street, Suite 232
Providence, RI 02903-4232

South Dakota Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, SD 57501
(605) 773-3563

Statutory Document Section
Texas Secretary of State
P.O. Box 12887
Austin, TX 78711
(512) 475-1769

State of Utah
Division of Consumer Protection
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

Washington - Mailing
Department of Financial Institutions
P.O. Box 41200
Olympia, WA 98504-1200
(360) 902-8760

Washington - Overnight
Department of Financial Institutions
150 Israel Rd SW
Tumwater, WA 98501-6456

Wisconsin Commissioner of Securities
©2026 Liqua-Roof Franchising, Inc.
2026 Franchise Disclosure Document

EXHIBIT E
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT
LIST OF AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

Attn: Mr. Patrick Simpson
1490 De Coulomb
Boucherville, Québec
Canada J4B 7M2

California Department of Financial Protection and
Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

Commissioner of Corporations of the Department of
Financial Protection and Innovation
One Sansome St., #600
San Francisco, California 94104
(415) 972-8559

Commissioner of Corporations of the Department of
Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, CA 95834

Commissioner of Securities of the State of HI
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, IN 46204

Maryland Securities Commissioner
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
P.O. Box 30054, 6546 Mercantile Way
Lansing, MI 48909

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

Secretary of State
99 Washington Avenue
Albany, NY 12231

North Dakota Securities Commissioner
State Capitol – 5th Floor
600 E. Boulevard Avenue
Bismarck, ND 58505

Director, Department of business Regulation
Division of Securities
Suite 232
233 Richmond Street
Providence, RI 02903-4232

South Dakota Director of the Division of Insurance
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

Clerk of the State Corporation Commission
Tyler Building, 1st Floor
1300 East Main Street
Richmond, VA 23219

Department of Financial Institutions
150 Israel Rd SW
Tumwater, WA 98501-6456

Wisconsin Commissioner of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

**EXHIBIT F
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT**

STATE SPECIFIC ADDENDA

LIQUA-ROOF FRANCHISING, INC.
CALIFORNIA ADDENDUM TO THE DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

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.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

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

2. The following paragraph is added to the end of Item 5 of the Disclosure Document:

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.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 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.

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 which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement grants us the option to submit disputes to mediation. The mediation will occur in New Castle, Delaware with the costs being borne equally by Franchisor and Franchisee. 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.

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

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

LIQUA-ROOF FRANCHISING, INC.
HAWAII ADDENDUM TO THE DISCLOSURE DOCUMENT

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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS 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, OF 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 DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT 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.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: _____

2. A proposed registration or filing is or will be shortly on file in the following states:

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

The proposed registration of these franchises has not been withdrawn in any state.

LIQUA-ROOF FRANCHISING, INC.
ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, III. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

The following is a revision to Item 5 of the Disclosure Document:

Due to our financial condition, the Illinois Attorney General's Office requires that the payment of initial fees be deferred until franchisor has satisfied its pre-opening obligations to franchisee and the franchise is open for business.

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

LIQUA-ROOF FRANCHISING, INC.
ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT

The following are revisions to the Franchise Agreement:

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Illinois Act” means the Illinois Franchise Disclosure Act of 1987.
2. **Governing Law and Jurisdiction.** Notwithstanding any provision of this Agreement to the contrary, this Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.
3. **Limitation of Claims.** No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.
4. **Waivers Void.** Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim under the provisions of Title 9 of the United States Code. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
5. **Deferral.** Due to our financial condition, the Illinois Attorney General’s Office requires that the payment of initial fees be deferred until franchisor has satisfied its pre-opening obligations to franchisee and the franchise is open for business.
6. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR

FRANCHISEE

LIQUA-ROOF FRANCHISING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LIQUA-ROOF FRANCHISING, INC.
MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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.

The following is added to Item 5:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the multi-unit development agreement opens.

The following is added to Item 17:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

You may bring an action under such law within three years after the grant of the franchise.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

LIQUA-ROOF FRANCHISING, INC.
MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT

Under COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing 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.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the multi-unit development agreement opens.

FRANCHISOR

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date: _____

LIQUA-ROOF FRANCHISING, INC.
MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(j) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases) that (1) a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement, and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.14 Subd. 1(G). We will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

Minnesota Rules 2860.4400(D) prohibits us from requiring a franchisee to assent to a general release.

The franchisee cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400(I) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17Subd.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.

The following is added to Items 5 and 7:

Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

LIQUA-ROOF FRANCHISING, INC.
MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

The Sections of the Franchise Agreement regarding your obligation to execute a general release upon assignment or renewal are deleted in their entirety in accordance with Minnesota Rule 2860.4400(D).

Section 7(M) of the Franchise Agreement is hereby amended by the addition of the following language:

- M. Franchisor agrees to indemnify Franchisee from and against any losses, liabilities and damages for which Franchisee is held by a court of competent jurisdiction in any proceeding arising solely out of Franchisee's use of the mark "LIQUA-ROOF" and all other trademarks, service marks and associated marks and symbols utilized by Franchisee under this Agreement, provided such use is in accordance with and under the provisions of this Agreement.

Section 15 of the Franchise Agreement is hereby modified to add the following language:

The conditions under which this Agreement can be terminated or not renewed may be affected by Minnesota law, which provides Franchisee with certain termination and non-renewal rights. Minnesota State Section 80C.14 Subd. 3-5, which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Section 21 of the Franchise Agreement is hereby modified by adding the following language:

Minn. Stat. Sec. 80C.21 and Minnesota Rule Part 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

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.

Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Nothing in the Franchise Agreement is intended to abrogate or reduce any rights of the Franchisee as provided for Minnesota Statutes, Chapter 80C.

The Franchise Agreement is hereby amended to state that the franchisee cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400(I).

FRANCHISOR

FRANCHISEE

LIQUA-ROOF FRANCHISING, INC.

By: _____

Title: _____

By: _____

Title: _____

LIQUA-ROOF FRANCHISING, INC.
NEW YORK ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT NOTICE TO
PROSPECTIVE FRANCHISEES IN 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 D 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 THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of 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 the "Summary" section 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 Section 687.4 and 687.5 be satisfied.

4. 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.

5. The following is added to the end of the “Summary” section 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.

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

LIQUA-ROOF FRANCHISING, INC.
NEW YORK ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF NEW YORK ARE HEREBY AMENDED AS FOLLOWS:

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.

The foregoing choice of law should not be considered a waiver of any right conferred upon Franchisor or upon Franchisee by the General Business Law of the State of New York, Article 33.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

FRANCHISOR

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date: _____

LIQUA-ROOF FRANCHISING, INC.
NORTH DAKOTA ADDENDUM TO THE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT

In the State of North Dakota only, this Disclosure Document and the Franchise Agreement are amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
7. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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.

Based upon the franchisor's financial condition, the North Dakota Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

FRANCHISOR

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date: _____

LIQUA-ROOF FRANCHISING, INC.
VIRGINIA ADDENDUM TO THE DISCLOSURE DOCUMENT AND THE FRANCHISE
AGREEMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document and Franchise Agreement for **Liqua-Roof Franchising, Inc.** for use in the Commonwealth of Virginia shall be amended as follows:

1. Additional Disclosure: The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. Additional Disclosure: The following statement is added to Item 5:

“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

3. 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.

FRANCHISOR

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date: _____

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

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.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. **Deferral.** Based upon the franchisor’s financial condition, the Securities Division has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchisee is open for business.

The undersigned parties do hereby acknowledge receipt of this Addendum.

FRANCHISOR

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date: _____

FOR RESIDENTS OF ALL STATES LISTED IN THIS ADDENDUM

Notwithstanding Section 22 of the Franchise Agreement, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement or Option Agreement. In the event of any conflict between the Franchise/Option Agreement and this Addendum, this Addendum shall be controlling. Except as otherwise expressly set forth herein, no other amendments or modifications of the Franchise Agreement are intended or made by the parties.

APPLICABLE STATE: _____

LIQUA-ROOF FRANCHISING, INC.

By: _____
Carmelo Marsala, CEO

FRANCHISEE (IF AN INDIVIDUAL)

(Signature Above)

Print Name

OR (IF FRANCHISEE IS A BUSINESS ENTITY)

NAME OF FRANCHISEE ENTITY

By: _____
(Signature Above)

Print Name: _____

Title: _____

**EXHIBIT G
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF FRANCHISEES AS OF DECEMBER 31, 2025

<u>State</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Phone Number</u>
N/A					

**LIST OF FRANCHISEES THAT SIGNED FRANCHISE AGREEMENT BUT HAVE NOT
OPENED AS OF DECEMBER 31, 2025**

<u>State</u>	<u>Name</u>	<u>Phone Number</u>
N/A		

**EXHIBIT H
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF FORMER FRANCHISEES THAT LEFT OUR SYSTEM IN THE PAST FISCAL YEAR
ENDING DECEMBER 31, 2025, OR THAT HAVE FAILED TO COMMUNICATE WITH US IN
THE PAST 10 WEEKS**

<u>State</u>	<u>Name</u>	<u>Phone Number</u>
N/A		

**EXHIBIT I
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT**

SAMPLE RELEASE AGREEMENT

SAMPLE FORM OF GENERAL RELEASE

This General Release ("Release") is made and entered into on this _____ day of _____, 20____ (the "Effective Date") by and between Liqua-Roof Franchising, Inc. ("Franchisor") and _____ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor and Franchisee are parties to a franchise agreement (the "Franchise Agreement") dated _____, 20__, granting Franchisee the right to operate a Liqua-Roof business under Franchisor's proprietary marks and system at the following location: _____.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

Franchisee, for itself and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasors"), irrevocably and absolutely releases and forever discharges Franchisor and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasees"), of and from all claims, obligations, actions or causes of action (however denominated), whether in law or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Release relating to the Franchise Agreement, the business operated under the Franchise Agreement, and/or any other agreement between any of the Releasees and any of the Releasors. The Releasors, and each of them, also covenant not to sue or otherwise bring a claim against any of the Releasees regarding any of the claims being released under this Release. Releasors hereby acknowledge that this release is intended to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist.

Each of the Releasors expressly acknowledges that they are familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing a release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each of the Releasors hereby specifically and expressly waives all rights that it may have under Section 1542 of the California Civil Code or any similar provision of law in any other jurisdiction. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. Releasors acknowledge and agree that they have read the terms of this Release, they fully understand and voluntarily accept the terms, and that they have entered into this Release voluntarily and without any coercion. This Release does not apply to claims that arise under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the Effective Date.

FRANCHISOR

By:_____

Name: _____

Title:_____

FRANCHISEE

By:_____

Name:_____

Title:_____

**EXHIBIT J
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT**

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws if an effective date is noted below for the state:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	June 22, 2025
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

**EXHIBIT K
TO
LIQUA-ROOF FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT**

RECEIPTS

RECEIPT (OUR COPY)

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

If Ligua-Roof Franchising, Inc. offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 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. Michigan, Oregon, and Wisconsin require that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Ligua-Roof Franchising, 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 your State Administrator listed in Exhibit D to this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed in Exhibit F.

Issuance Date: May 20, 2026

I have received a Franchise Disclosure Document with an Issuance Date of May 20, 2026, which contained the following Exhibits:

A: Franchise Agreement	F: State Specific Addenda
B: Learning Management System Table of Contents	G: List of Franchises
C: Financial Statements	H: List of Former Franchisees
D: List of State Administrators	I: Sample Release Agreement
E: List of Agents for Service of Process	J: State Effective Dates
	K: Receipts

The name, principal business address and telephone number of each franchise seller offering the franchise:

Carmelo Marsala	1490 De Coulomb, Boucherville, Quebec, Canada J4B 7M2	(877) 235-4782
Patrick Simpson	1490 De Coulomb, Boucherville, Quebec, Canada J4B 7M2	(877) 235-4782

If an individual:

By: _____
Print Name: _____
Date: _____
Telephone Number: _____

If a Partnership, Corporation or Limited Liability Corporation:

Name of Entity: _____
By: _____
Print Name: _____
Date: _____

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 Liqua-Roof Franchising, Inc. offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 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. Michigan, Oregon, and Wisconsin require that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Liqua-Roof Franchising, 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 your State Administrator listed in Exhibit D to this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed in Exhibit E.

Issuance Date: May 20, 2026

I have received a Franchise Disclosure Document with an Issuance Date of May 20, 2026, which contained the following Exhibits:

A: Franchise Agreement	F: State Specific Addenda
B: Learning Management System Table of Contents	G: List of Franchises
C: Financial Statements	H: List of Former Franchisees
D: List of State Administrators	I: Sample Release Agreement
E: List of Agents for Service of Process	J: State Effective Dates
	K: Receipts

The name, principal business address and telephone number of each franchise seller offering the franchise:

Carmelo Marsala	1490 De Coulomb, Boucherville, Quebec, Canada J4B 7M2	(877) 235-4782
Patrick Simpson	1490 De Coulomb, Boucherville, Quebec, Canada J4B 7M2	(877) 235-4782

If an individual:

By: _____

Print Name: _____

Date: _____

Telephone Number: _____

If a Partnership, Corporation or Limited Liability Corporation:

Name of Entity: _____

By: _____

Print Name: _____

Date: _____