FRANCHISE DISCLOSURE DOCUMENT

RoofAid LLC
An Indiana Limited Liability Company
885 South College Mall Road - PMB 495
Bloomington, IN 47401
812-650-2233
info@roofaidusa.com
www.roofaidusa.com

As a franchisee, you will operate a RoofAid Franchise selling and performing residential and commercial roof installation, roof repair, gutters, siding, and exterior services using the trade name or trademark, RoofAid USA, and other related trade names, trademarks, or logos (collectively, our "Marks"). We provide services to franchisees including assistance with training, operations, advertising, purchasing, and promotional techniques.

The total investment necessary to begin operation of a RoofAid Franchise is between $124,950 and $255,500 and between $121,500 and $272,200 for a conversion RoofAid franchise. This includes $50,000 that must be paid to us or our 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 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 RoofAid LLC's Home Office at 885 South College Mall Road - PMB 495, Bloomington, IN 47401 or 812-650-2233.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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: April 29, 2025, as amended December 2, 2025.

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 Exhibit B.
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 ROOFAID business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a ROOFAID franchisee?	Item 20 or Exhibit B 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 franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit D.

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, arbitration and/or litigation only in Indiana. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Indiana than in your own state.

2. **Minimum Performance Standard.** 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. **Short Operating History**. This Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a longer operating history.

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

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

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

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

(i) The failure of the proposed 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 subfranchisor.

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

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

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL. Any questions regarding the notice should be delivered to the Department of the Attorney General, Department of Licensing and Regulatory Affairs, Corporations, Securities and Commercial Licensing Bureau, 2501 Woodlake Circle, Okemos, MI 48864, Telephone: (517) 241-6470.

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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Franchisor

To simplify the language in this disclosure document, "we", "us" or "our" means RoofAid LLC, the franchisor of this business. "You" means the person or company that buys the franchise, including, if any, such company's owners, partners, members, shareholders, and guarantors. We are an Indiana limited liability company formed on December 29, 2021, and maintain our principal place of business at 885 South College Mall Road - PMB 495, Bloomington, IN 47401. Our registered agent is URS AGENTS, LLC, located at 150 W. Market Street, Suite 400, Indianapolis, IN 46204. Use of the term "affiliate" means an entity's subsidiary or parent and an entity controlled by, controlling, or under common control with, another entity.

Our sole business since inception is selling RoofAid USA ("RoofAid") franchises and providing training and other services to RoofAid franchisees. We began selling RoofAid franchises in 2022. We are not currently engaged in any other business activities and have never offered franchises in any other line of business. We do not operate a business of the type being franchised. We own the U.S. trademark you will use in the operation of your RoofAid business. We do business and intend to do business under the names "RoofAid LLC" and "RoofAid."

Exhibit D identifies the names and addresses of our agents for service of process in certain states that require we appoint them upon our registration there.

Parents, Predecessors, and Affiliates

We have no predecessors.

Our affiliate, RoofScore LLC ("Service Co.") was formed in Indiana on January 17, 2023. Its principal place of business is 885 South College Mall Road - PMB 495, Bloomington, IN 47401. Service Co. provides our franchisees with proprietary software to support them with their roof inspections and other property considerations. Service Co. has not offered franchises in this or any other line of business.

The Franchise Offered

As a RoofAid franchisee, you will own and operate a business providing residential and commercial roof installation, roof repair, gutters, siding, and other exterior services ("Franchised Business"). RoofAid businesses are characterized by a unique system that includes unique methods and procedures, roof inspection procedures, development estimates, designing visual representations of finished products, design and color schemes, equipment, products and services, sale techniques, proprietary marks, information, the Brand Standard Manual (defined below) methods of operations, management programs, standards, specifications, and procedures for operations; training and assistance; and adverting and promotional programs; all of which we may improve, amend, and further develop from time to time. You will be required to operate using our Marks and in accordance with our confidential manuals and other proprietary manuals we may loan to you (collectively, the "Brand Standards Manuals"), standards and specifications, marketing and sales programs, and other research and development connected with the establishment and operation of a RoofAid Franchised Business (collectively, the "System"), which we may modify from time to time as we deem appropriate in our sole discretion.

We offer qualified franchisees the opportunity to sign a single unit Franchise Agreement. Currently, the core services that you will offer are roof installation, roof repair, gutters, siding, and other exterior services. Franchisees will be assigned a Franchise Tier. The Franchise Tier system is designed to provide us with the resources to assist new and smaller franchisees with the resources to grow, while also setting reasonable expectations and expenses for varying sizes of existing roofing companies to grow. The franchisees in each Franchise Tier have different levels of experience and different amounts of equipment and branding will be required. In order to own and operate a single RoofAid Franchised Business, you must enter into our current

form of franchise agreement that is attached as Exhibit A to this Disclosure Document ("Franchise Agreement").

Market and Competition

As a RoofAid Franchisee you will offer products and services to residential and commercial clients. RoofAid Franchisees will compete primarily with other roof installation and repair service businesses. Your competition will consist of local, regional, and national chains, franchises, and independent service providers. The roof installation and repair industry in general is a mature and highly competitive and fragmented industry. The market for RoofAid products and services is generally year-round with most services to be performed during spring, summer, and fall but may be affected by economic conditions, weather and your location.

Regulations

Your RoofAid business will be subject to laws and regulations in your state, county, or municipality regarding the operation of a roofing business, which may include laws related to: (a) licenses, permits, or certifications associated with the installation and/or repair of roofs; (b) contractors' licensing laws, which apply generally to persons defined as "contractors" under applicable law; (c) laws which regulate the terms of home improvement contracts with customers; (d) federal, state and local Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations; (e) federal, state, and local regulations regarding the use, handling, transportation, and disposal of hazardous materials; (f) employment laws, insurance laws, and insurance requirements, that might apply to the operation of a RoofAid business; and (g) laws govern labor practices for your employees and the qualification of employee status. You are advised to examine these laws and regulations before purchasing a franchise from us. We have not researched any of these laws to determine their applicability to your Franchised Business. You should consult with your own attorney to ensure that the laws of the state where your RoofAid business is located will permit you to offer the products and services that we require and to understand your compliance obligations. You are responsible for complying with all applicable laws and regulations.

ITEM 2: BUSINESS EXPERIENCE

Robert Hall – Chief Executive Officer and Co-Founder: Mr. Hall has served as our Chief Executive Officer since April 2024. Previously, Mr. Hall served as Chief Executive Officer for Equity Builders of Bloomington, Inc. from April 2024 until January 2025, located in Bloomington, Indiana. Mr. Hall also served as President of RoofAid LLC from May 2023 to April 2024. Mr. Hall has served as President of Equity Builders of Bloomington from January 2022 to April 2024 located in Bloomington, Indiana. Additionally, he also served as Senior Vice President for Equity Builders of Bloomington, Inc. and later became Vice President during his tenure from September 2017 to January 2022.

Jesse Carnicom – President and Co-Founder: Mr. Carnicom has been our President since April 2024. Previously, Mr. Carnicom served as President of Equity Builders of Bloomington, Inc. from April 2024 to January 2025 located in Bloomington, Indiana. He also served as RoofAid LLC's Vice President of Franchise Development from May 2023 to April 2024. He served as Vice President of Sales at Equity Builders of Bloomington from November 2022 through April 2024 located in Bloomington, Indiana. Additionally, he also served in various roles with the last role being Agency Manager & Registered Principle at Western & Southern Financial Group from January 2004 to May 2022 located in Cincinnati, Ohio.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FRANCHISE FEE

The initial fee to open a RoofAid Franchised Business is $50,000 (the “Initial Franchise Fee”). The Initial Franchise Fee is due when you sign the franchise agreement. We do not refund the Initial Franchise Fee under any circumstance. We offer qualified prospects the right to the right to open a RoofAid Franchised Business. Prior to opening, as part of your Initial Franchise Fee, we will provide you the RoofAid Opening Package, which includes items such as small promotional materials, clothing, printed brochures and items, artwork for the vehicle wrap and other supplies related to the operation of your franchise (the "RoofAid Opening Package").

The Initial Franchise Fee is payable in lump sum upon execution of the Franchise Agreement. All fees mentioned were uniformly applied to our franchisees in the last fiscal year.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	3% to 8% of Gross Receipts	Monthly on the 10th day of each month via Electronic Funds Transfer from your bank account.	Gross Receipt is defined in Note 1. The Royalty amount ranges between 3% to 8% based on your prior years Gross Receipts See Note 1 for Royalty range.
Technology Bundle Fee	Our then current Technology Fee, which is currently $800 per month.	Monthly on the 10th day of each month via Electronic Funds Transfer from your bank account.	The Technology Bundle Fee is between $800 - $1,500 per month. The maximum amount that we may charge is $1,500 per month. We will start collection of the Technology Bundle Fee beginning on the 2nd month from the execution of your Franchise Agreement. See Note 2.
Additional Training, Assistance or Refresher Training	If additional training is required by us or requested by you, $500 per trainer per day, plus our costs and expenses.	As incurred prior to beginning of additional training	If you request or if we require additional training, we have the right to charge you an additional training fee. You are also responsible for the travel, living expenses, and wages for the trainees. We can change this fee from time to time. The maximum training fee that can be charged is $1,500 per person per day, plus our costs and expenses.

Type of Fee	Amount	Due Date	Remarks
Local Advertising	0% - 3% of Gross Receipts.	Monthly on the last day of each month via Electronic Funds Transfer from your bank account.	See Note 3
Brand Development Fund ("BDF")	0% - 3% of Gross Receipts.	Monthly on the 10th day of each month via Electronic Funds Transfer from your bank account.	See Note 4
Franchise Transfer Fee	20% of our then-current initial franchise fee.	As incurred.	We have the right to condition the proposed sale or transfer of your franchised business or of your interest in your franchise on your payment of a transfer fee equal to 20% of our then-current initial franchise fee. However, if certain conditions are met, there is not a transfer fee if you are an individual and transfer ownership to a corporation or limited liability company that you control.
Interest, Insufficient Funds and Costs & Attorneys' Fees	Lesser of 2% per month, or highest rate allowed by law, plus $200. Actual Attorney Fees for any action in which we prevail in whole or actual Attorney Fees for the part of any action which we prevail in part.	As incurred.	See Note 5
Late Reports	$100 per incident plus and additional $100 for each applicable reporting period that such late report remains due.	As incurred.	Failure to make timely report when due.
Renewal Fee	20% of the then-current initial franchise fee	Upon renewal.	If you enter into a renewal with us you will be required to pay a renewal fee in the amount of 20% of our then-current franchise fee.
Supplier Evaluation Fee	Currently, costs and expenses	As incurred.	If requested by you, you will pay all fees and costs incurred by us to obtain the

Type of Fee	Amount	Due Date	Remarks
			necessary information and new evaluate suppliers, goods, or services.
Annual Convention	Up to $3,000 per person, plus your travel and lodging expenses	As incurred.	See Note 6
Critical Operating Standards Violation	$1,000 per violation.	Upon notice of violation.	See Note 7
Customer Complaint Fee	Varies, our costs and expenses	Upon demand.	If a customer complains to us and you fail to satisfactorily remedy the complaint, you will pay us our costs to respond to the complaint, plus a fine.
Quality Assurance and Customer Survey Fees	Our costs and expenses	As incurred.	See Note 8
Indemnification	Our costs and expenses	As incurred.	See Note 9
Insurance	Cost of insurance. If you fail to maintain your insurance as required, there is an 18% administrative cost charge if we exercise our right to procure your insurance.	As incurred.	See Note 10
Audit Expenses	If Gross Receipts are understated by 2% or more, the actual amount incurred; cost typically ranges from $500 to $7,500	As incurred	See Note 11
Service Fee	$750 per day	As incurred	See Note 12
Fines	$1,000 per infraction	Upon notice of infraction	Fines can be levied for each instance where you fail to obtain prior written approval for advertisements, fail to attend required training or franchisor sponsored conventions, offer unauthorized merchandise or services, late reporting, or otherwise fails to comply with our system's operating

Type of Fee	Amount	Due Date	Remarks
			standards.
Use of Proprietary Marks	Our costs and expenses	As incurred	See Note 13
Liquidated Damages	The greater of: (i) then-current Initial Franchise Fee (which is currently $50,000); or (ii) the average monthly Royalty paid by you during the previous 24 months of actual business operations multiplied by the remaining months on the Term.	Upon termination of the Franchise Agreement due to your default.	See Note 14
Transfer Damages	15% of the price paid by the transferee or $25,000, whichever is greater.	Within 15 days of our demand.	Due only if you breach your transfer obligation to us. These are liquidated damages and not a penalty.

The table above describes recurring or isolated fees or payments that you must pay us or our affiliates, or which we or our affiliates impose or collect on behalf of a 3rd party, in whole or in part. In our previous fiscal year, one franchisee was granted a reprieve from royalties due to special circumstances, otherwise unless indicated, all of the fees listed above are uniformly imposed by, payable to and collected by us and are non-refundable. We have the right to adjust flat and maximum fees due to inflation.

Notes.

Note 1. **Royalty Fee**. You must pay us a monthly royalty fee equal to 3% to 8% of your Gross Receipts. Royalty fees are based on "Gross Receipts". "Gross Receipts" means the total amount of money received from all sales of products, services and merchandise sold from, through, or in connection with the RoofAid Franchise whether for cash, on credit, barter or otherwise, exclusive of applicable sales, use or service taxes and complimentary sales. Gross Receipts includes the full amount payable by your customers, without deduction for your own or third-party delivery costs. Gross Receipts does not include the amount of any applicable sales tax imposed by any federal, state, municipal or other governmental authority if such taxes are stated separately when the customer is charged, and you pay the amounts when due to the appropriate taxing authority. Gross Receipts does not include discounts, employee discounts or coupons that you honor. All barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided to you by a vendor, supplier or customer will be valued at the full retail value of the goods or services provided to you. If the Gross Receipts data has not been received within the time period required by the franchise agreement, then we may process an electronic funds transfer for the subject month in the amount of 125% of the last royalty fee, advertising fee, and technology fee paid to us (the "Automatic Draw"), provided that, if a Gross Receipts data for the subject month is subsequently received and reflects: (i) that the actual amount of the fee due was more than the amount of the Automatic Draw, then we may withdraw additional funds through an electronic funds transfer from your designated bank account for the difference; or (ii) that the actual amount of the fee due was less than the amount of the Automatic Draw, then we will credit the excess amount to the payment of your future obligations.

The Royalty Fee is computed as follows:

Prior Year's Total Gross Receipts*	Royalty Fee
$0 - $3,000,000	8%
$3,000,000 - $5,000,000	7%
$5,000,000 - $10,000,000	6%
$10,000,000 - $15,000,000	5%
$15,000,000 - $25,000,000	4%
Over $25,000,000	3%

* If you were in business under a different name in the prior year, you can submit your tax returns and other reasonably requested documents to verify prior year's sales.

Note 2. **Technology Bundle Fee.** We have established a mandatory technology bundle for the benefit of our franchisees. You must pay us the monthly technology bundle fee ("Technology Bundle Fee") via electronic funds transfer ("EFT") for these services. The Technology Bundle Fee will range from $800 to a maximum of $1,500 per month, depending on the specific services required for your RoofAid Franchise. These services may include but are not limited to your G-Suite Services, Social Media Marketing Platform, RoofAid website, Google My Business operations, Search Engine Optimization, client relations management software, the RoofScore inspection application, our Intranet Platform and Financial Dashboard, and our proprietary Learning Management System for training, RoofAid University. The Technology Bundle Fee does not include Local Project Management & CRM Software, Quickbooks, EagleView (or some other remote roof measuring system), Hover, JobNimbus, Xactimate (or some other comprehensive estimating system), or other computer systems which you will need to run your franchise. Your Technology Bundle Fee will vary based upon the size of your RoofAid Franchise and the number of licenses you need for each software included now or added later. This fee is due beginning on the 2nd month of your Franchise Agreement.

Note 3. **Local Advertising and Promotion.** You must make the following expenditures on local advertising and promotion (the "Local Advertising Fee"): The Local Advertising fee will be between 0% - 3% of Gross Receipts. You must spend the Local Advertising Fee as we prescribe in the Brand Standards Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number and/or type(s) of media advertisements, regardless of the amount(s) spent by other RoofAid franchisees on local advertising. You may spend any additional sums you wish on local advertising. You must use only such advertising and promotional materials as we have previously approved. If we implement a Local Advertising Fee, you will submit to us an annual plan for your expenditure of your local marketing budget. Upon our request, you will submit verification of the Local Advertising Fee to us. If you fail to meet or substantiate the Local Advertising Fee, we will require you to submit the entire Local Advertising Fee directly to us via EFT, which will then go into the Brand Development Fund. We reserve the right to increase the Local Advertising Fee to up to 3% based upon our own business judgment.

Note 4. **Brand Development Fund.** We have not established a Brand Development Fund ("BDF"). When we do, you must contribute monthly to the Brand Development Fund in the amount of 0% - 3% of Gross Receipts. You must pay the BDF fee in the same manner as the royalty fees due under the franchise agreement. We will use the BDF on the adaptation and creation of technology and platforms that we expect to drive additional revenue for the franchisees.

Note 5. **Interest, Insufficient Funds and Costs & Attorneys' Fees.** Any late payment or underpayment of the royalty fee or advertising fee, and any other charges or fees you owe us, will bear interest from the due date until paid at the lesser of 2% interest per month or the highest lawful interest rate which we may charge for commercial transactions in the state in which your franchised location is located, plus a fee of $200. Also, if the funds in your bank account are insufficient to cover any amounts due under the franchise agreement on the date

the funds are to be withdrawn by electronic transfer, in addition to the overdue amount, we may immediately debit from your bank account interest on that amount from the date it was due until all past due amounts are paid, at a rate of the lesser of 2% per month or the maximum rate permitted by law, plus a fee of $200. If you are in breach or default of any monetary or non-monetary material obligation (including failure to properly use our Proprietary Marks) under the franchise agreement or any related agreement between you and us, and we engage an attorney to enforce our respective rights (whether or not we initiate formal judicial proceedings), you must reimburse us for all attorneys' fees, court costs and litigation expenses we incur.

Note 6. **Annual Convention**. Each year, we may hold an Annual Convention and you must attend. We may charge up to $3,000 per person to attend. You will also be responsible for all costs of attendance, including travel, lodging, meals and other personal expenses. All expenses, including your and your attendees' transportation to and from the Annual Convention, and your and their lodging, meals and salaries during the Annual Convention, are your sole responsibility. If you do not attend the Annual Convention, you must pay a $1,000 penalty fee, payable to us by electronic funds transfer.

Note 7. **Critical Operating Standards Violation.** We have established a set of Critical Operating Standards, which govern certain aspects of your operations. If you fail to comply with any of the Critical Operating Standards, you must pay us the then-current Critical Operating Standards Violation Fee ("COS Violation Fee"). The amount of the COS Violation Fee is currently $1,000 for any violations.

Note 8. **Quality Assurance and Survey Fees.** We may periodically assist RoofAid Franchisees in maintaining high quality standards through customer surveys, customer interviews, and other similar initiatives ("Quality Assurance Measures"). The cost of the Quality Assurance Measures will be borne by the Brand Development Fund. However, you will pay us a monthly customer survey fee if we implement customer surveys. We may also charge you directly for other Quality Assurance Measures if your franchised location results from any Quality Assurance Measure fall below established minimum standards. Any Quality Assurance Measure fees charged to you (not including the monthly customer survey program fees) will be contributed to the Brand Development Fund.

Note 9. **Indemnification.** You must indemnify us for: any cost we incur because of your tampering with our system-wide computer network, internet, intranet or extranet system, hardware, Software or Proprietary Software Program; any of your debts and/or taxes for which we may be held responsible; claims, obligations, liabilities and damages arising out of the operation of your franchised location; claims or obligations related to your improper use of our Proprietary Marks, improper transfer, your infringement of any patent, copyright or any of our proprietary rights, libel, or any form of defamation of us or our system; any attorneys' fees incurred in our defense of you; any costs or liabilities incurred if we must operate your franchised location for any reason; and any sums we must pay to effectuate your assignment to us of your telephone numbers.

Note 10. **Insurance.** You must purchase/procure and maintain public liability insurance, property damage insurance, workers' compensation insurance and any insurance required by law covering the operation and location of your franchised location, with insurance carriers reasonably acceptable to us. See Item 8 of this disclosure document for more information regarding the insurance requirements.

Note 11. **Audit Expenses.** We and our designees have the right to inspect and/or audit your business records at any time during normal business hours, to determine whether you are current with suppliers and are otherwise operating in compliance with the terms of the franchise agreement and the Brand Standards Manual. If any audit reveals that you have understated your Gross Receipts or overstated your local advertising expenditures by more than 2%, or if you have failed to submit timely reports and/or remittances for any 2 reporting periods within any 12-month period, in addition to our right to terminate the franchise under Sections XV(A) and XV(B) of the franchise agreement, you must pay the cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent that we incur such costs), together with amounts due for royalty fees, advertising fees and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under the franchise agreement.

Note 12. **Service Fee.** If you are in default, we may enter your franchised location if it is a physical

storefront and exercise complete authority with respect to the operation of your franchised location until such time as we determine, in our sole discretion, that the default has been cured, and you are otherwise in compliance with the franchise agreement. If we exercise this right, you must reimburse us for all our costs and overhead, if any, incurred in connection with our operation of your franchised location, including costs of personnel for supervising and staffing your franchise and their reasonable travel, lodging, meal and other expenses.

Note 13. **Use of Proprietary Marks.** If we determine that you have not used the Proprietary Marks in accordance with the franchise agreement and/or multi-unit development agreement, you must pay for the defense or must reimburse us for costs we incurred in providing the defense, including the cost of any judgment or settlement.

Note 14. **Liquidated Damages.** If the Franchise Agreement is terminated due to your default, you must pay us the greater of (a) the then current Franchise Fee or (b) an amount equal to the average monthly Royalties paid by you during the previous 24 months of your RoofAid Franchise operations (or such shorter period if your RoofAid Franchise has been open less than 24 months) preceding the date of termination multiplied by the remaining months in the term of this Agreement after termination.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT[1]

TABLE 1A: NEW ROOFAID FRANCHISEE

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	Low	High			
Initial Franchise Fee[2]	$50,000	$50,000	Lump Sum	On Signing Franchise Agreement	Us
Leasehold Improvements, Furniture and Fixtures[3]	$0	$0	As incurred	Before opening	Contractor/ Third-party providers
Utility Deposits[4]	$0	$0	As Incurred	Before Opening	Utility Providers
Vehicles[5]	$0	$60,000	As Incurred	As Required By Suppliers Or Us Or Affiliate	Vendors
Licenses, Certificates and Permits[6]	$2,700	$6,500	As Incurred	Before Opening	Licensing Authorities
Professional Fees[7]	2,000	4,500	As Incurred	Before Opening	Third-Party Providers
Equipment, Supplies and Inventory[8]	$750	$2,000	As Incurred	Before Opening	Vendors
Computer and	$4,500	$6,500	As Incurred	Before Opening	Vendors

Software[9]					
Grand Opening Marketing[10]	$5,000	$15,000	As Incurred	On Or Before Opening	Vendors
Travel & Living Expenses While Training[11]	$2,000	$6,000	As Incurred	Before Opening	Transportation, Hotel & Restaurants
Insurance Deposits and Premiums[12]	$3,000	$5,000	As Incurred	Before Opening	Insurer
Additional Funds for 3 months[13]	$55,000	$100,000	As Incurred	As Incurred	Various
TOTAL	**$124,950 - $255,500**				

TABLE 1B: CONVERSION ROOFAID FRANCHISEE

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	Low	High			
Initial Franchise Fee[2]	$50,000	$50,000	Lump Sum	On Signing Franchise Agreement	Us
Leasehold Improvements, Furniture and Fixtures[3]	$0	$10,000	As incurred	Before opening	Contractor/ Third-party providers
Utility Deposits[4]	$0	$2,000	As Incurred	Before Opening	Utility Providers
Vehicles[5]	$0	$60,000	As Incurred	As Required By Suppliers Or Us Or Affiliate	Vendors
Licenses, Certificates and Permits[6]	$500	$2,700	As Incurred	Before Opening	Licensing Authorities
Professional Fees[7]	$500	$5,000	As Incurred	Before Opening	Third-Party Providers
Equipment, Supplies and Inventory[8]	$1,000	$10,000	As Incurred	Before Opening	Vendors
Computer and Software[9]	$4,500	$6,500	As Incurred	Before Opening	Vendors
Grand Opening Marketing[10]	$5,000	$15,000	As Incurred	On Or Before Opening	Vendors

Travel & Living Expenses While Training[11]	$2,000	$6,000	As Incurred	Before Opening	Transportation, Hotel & Restaurants
Insurance Deposits and Premiums[12]	$3,000	$5,000	As Incurred	Before Opening	Insurer
Additional Funds for 3 months[13]	$55,000	$100,000	As Incurred	As Incurred	Various
TOTAL	**$121,500 to $272,200**				

NOTES:

Note 1: All fees and payments are non-refundable unless otherwise noted or allowed by third-party vendors. Table 1A represents your estimated initial investment through the third month of operation of one RoofAid Franchised Business. Table 1B represents your estimated initial investment through the third month of operation as a conversion RoofAid Franchised Business. The above estimates were compiled as of April 25, 2025. They do not include adjustments taxes or tariffs that may be assessed.

Note 2: The initial franchise fee is $50,000. The Initial Franchise Fee is due when you sign the franchise agreement. We do not refund the Initial Franchise Fee under any circumstance.

Note 3: The low estimate assumes that you will not need any office furniture or need to make any improvements to the business premises. The high estimate assumes that you need to make modest improvements to the space.

Note 4: Utilities may include electric, water, trash, and other utilities for your home office or leased office. Utilities may vary depending on geographic location, size, length of lease and general market conditions. The figures above assume that all necessary equipment, tools, and supplies are stored within the required Vehicle and that the required vehicle is kept at the home of the Franchisee owner or manager. The low-range estimates that you may not incur a utility deposit cost as it relates to your initial investment if you are utilizing your home office.

Note 5: You are required to obtain at least one (1) half-ton pick-up truck that is less than 10 years old, in good mechanical condition and no visible body damage ("Vehicle") such vehicle shall remain less than 10 years old throughout any term or renewal term with us. You are required to wrap your Vehicle and any other approved vehicles in the current design required by Us. We will provide you with one wrap for the initial Vehicle which is included in your initial franchise fee. The amount above reflects the total financing or purchase price cost of one Vehicle. We do not provide any financing in connection with the vehicles. If you choose to lease or finance the purchase of your vehicle, your actual payments will depend on your credit worthiness, as determined by the lender or supplier, market conditions, supply chain, interest rate, geographic location, and the lease or finance options you select. Your deposit, term and interest rate may vary. The low-range cost estimates that if you already own an approved vehicle, you may not incur additional vehicle cost as it relates to your initial investment and the high range assumes that you will purchase a new half-ton 1500 2025 series truck or similar.

Note 6: You may be required to obtain a general business license, and any specialty licenses required by your state or federal agency, and any third-party certifications that may be required by us.

Note 7: This estimate is based on the costs necessary to obtain an entity, an attorney, and accountants to review this Disclosure Document and Franchise Agreement, as well as review applicable state or local laws and regulations pertaining to your business.

Note 8: You are required to purchase 2 ladders, 2 tape measures, and other equipment reasonably needed to give an estimate on the roof of a house. We will provide you with the initial branded clothes for up to 3 individuals. Tier 1 Franchisees must only use RoofAid logos in all branding of equipment and vehicles. Tier 2 Franchisees may co-brand its marketing and may not be required to redo all of its equipment and vehicles.

Note 9: You must obtain at least one Microsoft Windows operating system based laptop and the software that we may require, a printer, telephone, and Wi-Fi. We have a designated supplier for software and other business services that we require you to use. Some of the required software will be provided by us under the Technology Fee Bundle and may include but are not limited to your G-Suite Services, Social Media Marketing Platform, RoofAid website, Google My Business operations, Search Engine Optimization, client relations management software, the RoofScore inspection application, our Intranet Platform and Financial Dashboard, and our proprietary Learning Management System for training, RoofAid University. The Technology Bundle Fee does not include Local Project Management & CRM Software, Quickbooks, EagleView (or some other remote roof measuring system), Hover, JobNimbus, Xactimate (or some other comprehensive estimating system), or other computer systems which you will need to run your franchise.

Note 10: We will assist you with your Grand Opening Marketing. You are required to spend a minimum of between $5,000 to $15,000 on your Grand Opening Marketing (such amount may be specified by us), within two weeks prior to commencement of your RoofAid Business and for a month thereafter. We may direct or spend on your behalf some or all of the Grand Opening Marketing.

Note 11: Up to 3 people may attend our initial training program. You are responsible for paying for all of their travel and lodging expenses. These estimates do not include any labor costs.

Note 12: You must obtain the insurance policies, and at a minimum, the amounts of coverage that we specify. You are required to name us as an additional insured party. You must provide us with the certificate of insurance prior to commencement of your RoofAid Business. These estimates assume three months' worth of monthly premiums. These estimates are based on the experience of our affiliate and may vary based on your location, insurance provider, and other factors.

Note 13: You should have a three-month cash reserve to cover the operations of the RoofAid Business. Our estimates for the cash reserve you should have on hand include our estimates for rent, payroll costs, benefits, utilities, additional inventory requirements, supplies, advertising and marketing costs, and an owner's salary or draw but do not include Royalty Fees and the BDF. Our estimates do not include any other charges or expenses, including finance charges, interest or debt service obligations or any other expenses. Your costs will depend on factors similar to these: how closely you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and sales level reached during the initial period. You may need to have more or less money in your cash reserve than what we have estimated. You may need to have additional working capital to cover lower than estimated sales or higher than estimated operating costs. You should speak with a financial advisor to get a more accurate estimate of the amount you should have in reserve. The operating costs for which you may use the cash reserve are typically non-refundable, but you should ask about refund policies before you patronize any vendor. The payments made to third parties may be refundable depending on the terms offered by each third party. The amounts shown in these and all other estimates in Item 7 are based on the experience of our affiliate.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS OR SERVICES

Required Vendors, Products, Services, Equipment, and Supplies. You must purchase all goods, services, inventory, computer hardware or software, supplies, and equipment you use in the Franchised Business from the vendors we approve or designate, which may include us or our affiliates, in strict conformance with our

confidential Brand Standards Manual, proprietary guidelines, and the standards and specifications issued to you. If you wish to offer or use any product or service in your RoofAid Business from a vendor not yet approved by us, then you must obtain our prior approval, in the manner we designate in our then-current Brand Standards Manual. We may revoke approval for any item or supplier for any reason, and you must cease to use the item or supplier upon 30 days' notice from us. We may modify the standards and specifications for all the goods, services, inventory, computer hardware or software, supplies, and equipment you use in your Franchised Business. Such standards and modifications, and any changes to them, will be provided to you in the Brand Standards Manual or in other written communication from us. You must comply with the changes after receiving notice from us.

Where we have designated an approved supplier, you must use that supplier. Not purchasing or leasing your equipment, inventory, computer hardware and software, supplies, merchandise, or any other items where we have designated an approved supplier would put you in violation of the Franchise Agreement.

Currently, you must purchase shingles and other supplies under specifications found in the Brand Standards Manual. These specifications include standards for the source of the shingles and other supplies, delivery, performance, design, and appearance. You are required to purchase computer hardware and software we require from vendors we approve, and which meet our specifications. We may change the hardware and software requirements and approved vendors and we may designate an exclusive supplier. Currently, you will be required to use our required roof inspection application, our remote roof measuring system, our estimation system, our Intranet Platform and Financial Dashboard, and our proprietary Learning Management System for training. You will also be required to use QuickBooks. You must also use our approved credit card processing company.

Insurance. You must purchase/procure and maintain public liability insurance, property damage insurance and workers' compensation insurance that we require, and any insurance that the law requires, covering the operation and location of your Franchise, from insurance carriers reasonably acceptable to us. Currently, you must maintain liability insurance including general liability coverage in a minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate limit. General liability coverage should include hired and non-owned auto coverage in a minimum limit of $1,000,000. You must purchase commercial auto insurance for your vehicles (in an amount recommended by your insurance agent that meets or exceeds this amount). You must carry all insurance required by the lease of your location or by any lender or equipment lessor you select, and such workers' compensation insurance required by applicable law. Except for your workers' compensation insurance policy, you must add us to all insurance policies as an additional insured, the cost of which is to be paid by you. No insurance policy may be subject to cancellation except on at least 30 calendar days' prior written notice to us from the insurance carrier. We have the right to increase or otherwise modify the minimum insurance requirements on 30 days' prior written notice to you, and you must comply with any requirements within the time specified in that notice. To the extent permitted by applicable law, all policies of insurance carried and maintained pursuant to the franchise agreement, shall contain a waiver of subrogation, whereby you waive all rights of subrogation against us or our affiliates.

Method of Approving Local Suppliers and All Vendors. If you want to use goods, services, supplies, fixtures, equipment, inventory, or computer systems or suppliers that we have not approved, you must first submit to us certain information, including product or service specifications, product or service components, product or service performance history, product samples, supplier information, and any other relevant information. We will evaluate the proposed item or supplier based upon certain criteria and determine if you are approved to use the alternate item or supplier. We make the following criteria available to you and reserve the right to evaluate your request upon additional criteria: technical and performance properties of the item, including design, appearance, product reliability, durability, the manufacturer's warranties, quality control methods, financial ability of the product's producers and distributors, supplier history and reputation, and supplier capacity. Our review is generally completed in 30 days. If we do not approve of the supplier, good, or service within 30 days, then that supplier is deemed not approved and you must not use that supplier, good, or service. We will advise you in writing of our decision. We impose these restrictions to safeguard the integrity of both the System and our

trademarks. We may revoke approval for any item or supplier for any reason, and you must cease to use the item or supplier upon 30 days' notice from us. If you request that we evaluate an item or supplier, you will pay all fees and costs incurred by us to obtain the necessary information and to conduct the evaluation.

Revenue Derived. In our last fiscal year, we did not derive any revenue from franchisee purchases or leases. In the future we will do so. We, our affiliates, or executives may receive rebates, discounts, fees, commissions, other payments, or other consideration based upon your required purchases or leases. Currently, we, our affiliates, executives, and our owners do not receive any rebates or other benefits from your purchase of products from any supplier, although we may receive rebates or other benefits in the future.

Interest in Suppliers. Jesse Carnicom and Robert Hall (indirectly) hold an ownership interest in Service Co., currently our required proprietary inspection app. Otherwise, we do not, nor do any of our affiliates, officers, or owners own any interest in any approved supplier of goods or services to our franchisees. We may become, or approve our affiliates to become, approved suppliers in the future or receive benefits from required purchases, such rebates or discounts that we do not currently receive.

Required Purchase Percent of Revenue. The cost of the items that you must purchase from us, our affiliates or from suppliers designated by us represents between 80% and 95% of your total purchases in connection with the establishment of your business. The cost of the items that you must purchase from us, our affiliates or from suppliers designated by us represents between 80% and 95% of your total purchases in operating your business.

Purchasing or Distribution Cooperatives. Currently, you are not required to participate in a purchasing or distribution cooperative. If a purchasing or Distribution Cooperative is created you may be required to participate.

Miscellaneous. We may negotiate purchase agreements with suppliers, including price terms, for the benefit of the franchisees; however, we are not required to do so. We do not provide franchisees with any material benefits based upon a franchisee's use of approved suppliers.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION OF FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/ lease	§§ II and VII	Items 7, 8, and 11
b. Pre-opening purchases/ leases	§ VII	Items 8 and 11
c. Site development and other pre-opening requirements	§ VII	Items 7, 8 and 11
d. Initial and ongoing training	§§ VII and VIII	Item 11
e. Opening	§§ IV, VI and VII	Items 5, 7, 11
f. Fees	§§ IV and XII	Items 5, 6, 7, 8, and 17

g.	Compliance with standards and policies/Brand Standards Manual	§§ VII and XVII	Items 6, 8, 11, 12, 13, 14, 15 and 16
h.	Trademarks and proprietary information	§§ I, V, XII, XIII, XV and XXV	Items 13 and 14
i.	Restrictions on products/ services offered	§§ VII and XVI	Items 8 and 16
j.	Warranty and customer service requirements	§ VII	Item 15
k.	Territorial development and sales quotas	§§ I and VII	Items 1, 5, 12
l.	Ongoing product/service purchases	§§ VII and XVI	Items 6, 7, 8, 11 and 16
m.	Maintenance, appearance and remodeling requirements	§§ V and XVII	Item 9
n.	Insurance	§ IX	Items 6, 8, and 9
o.	Advertising	§ XII	Items 6, 8, 9, and 11
p.	Indemnification	§ XIX	Items 6 and 9
q.	Owners' participation/ management/staffing	§ VII	Item 15
r.	Records and reports	§§ IV and XI	Items 6, 9, and 17
s.	Inspections and audits	§§ XI, VII,	Items 6, 9 and 17
t.	Transfer	§ XVIII	Item 17
u.	Renewal	§ III	Item 17
v.	Post-term obligations	§ XV	Item 17
w.	Non-competition covenants	§ XIV	Item 17
x.	Dispute resolution	§ XX	Items 6 and 17

ITEM 10: FINANCING

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

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

After you sign your franchise agreement, but before you open your business, we will provide the following assistance to you:

1. Site Selection. You must obtain our approval for the headquarters of your Franchised Business ("Approved Location.") You may operate from a home office or a commercial space. It is your responsibility to select and outfit your own Approved Location in accordance with our specifications and standards. You must select a proposed site within 30 days from the signing of the Franchise Agreement. We are not required to provide or assist you in locating a site, obtaining your business premises, or negotiating a lease. We do not generally own or lease the buildings in which our franchisees operate. You must obtain our approval of the site and, if you do not own the premises, the lease. Generally, we accept or reject a site within 30 days of receiving the request, but have up to 30 days to do so. In the event we do not accept a proposed site by written notice to you within 30 days such site shall be deemed rejected by us. If we cannot agree on a site, you will be in default of the Franchise Agreement and the agreement could be terminated. It is your sole responsibility to ensure that your premises conform to local ordinances and building codes as well as obtain any required permits. It is also your responsibility to construct, remodel and equip the premises. Some of the factors we consider in approving sites include general location and neighborhood, traffic patterns, population, size, available parking, and lease terms. You must receive our approval of your Approved Location and lease and you must commence operations of your business within 90 days of signing the Franchise Agreement. Your failure to do so is a breach of the Franchise Agreement and you are not entitled to a refund if the agreement is terminated. (Franchise Agreement Sections II).

2. Brand Standards Manual. We will lend you an electronic copy of the Brand Standards Manual, which we may amend periodically. (Franchise Agreement, Section VI(A)) The Tables of Contents to the Brand Standards Manual are included in Exhibit B to this disclosure document.

3. We may conduct a Franchise Onboarding Orientation, which may be, in our sole discretion, either at our offices or via webinar. (Franchise Agreement, Section VI(B))

4. List of Approved Vendors and Suppliers and Specifications. Before you open your location and to the extent we have them, we will provide you with a copy of our list of approved vendors and suppliers and standards and specifications for all required supplies, equipment, technology, signage, décor and other goods and services. (Franchise Agreement Section VII(G).)

5. Initial Training. We will provide initial training for up to three (3) individuals for no additional cost. If you would like additional individuals trained, you will be required to pay us our Training Tuition Fee of $500 per trainer per day. We will train you (or your Operation Partner), your manager and assistant manager. You (or your Operation Partner) must all complete the initial training program to our satisfaction by the end of your first month after signing the Franchise Agreement. You must pay all travel, lodging, meal and other expenses for yourself and your management personnel for the initial training. The training may be modified, at our option, if you already operate a RoofAid Franchise.

The required training lasts approximately 1 month and will be a combination of hands-on training in the field, virtual training at your location, and classroom training at either Guilford, IN, virtually, or at a location within Indiana. There will be additional training on an ongoing basis through a series of videos shared with each

Franchisee, along with monthly coaching sessions, quarterly planning meetings, and annual conferences and business and marketing plan collaboration.

TRAINING PROGRAM

Subject	Hours of Classroom/Virtual Training	Hours of On-the-Job Training	Location
General roofing business, shingle identification, insurance vs. retail	11	0	Virtually.
Processes including leadership, production and collection	8	0	Virtually.
General business	4	4	Virtually or at your RoofAid Location.
Shingle identification and scouting	3	4	Virtually and your RoofAid Location.
Damage identification and inspection	3	4	Virtually and your RoofAid Location.
Sales	1	8	Virtually and your RoofAid Location.
TOTAL	**30**	**20**	

Training classes will be scheduled in accordance with the needs of new franchisees and may include remote/virtual training as well as in-person training. The training program is conducted under the direction of Robert Hall. Mr. Hall has been in the roofing business since 2017 and has been working in the roofing business with RoofAid since 2023. We may also include other trainers. All trainers will have a minimum of 1 year of experience with RoofAid and at least 1 year of Roofing experience.

Your RoofAid business must always be under the supervision of an Operation Partner or a manager or assistant manager who has satisfactorily completed our initial training program. Any new Operation Partner or manager or assistant manager must attend our initial training program at your sole cost and expense prior to being in charge of your RoofAid business You are solely responsible for the costs and expenses associated with this initial training including the then prevailing standard rates charged by us for additional attendees at our initial training program and all travel, meals and lodging costs, compensation, and workers' compensation insurance.

6. Other Advise. We are not required to provide you other supervision, assistance or services prior to the opening of your Franchised Business. However, if requested, we will advise on additional topics related to the opening of your Franchised Business, including but not limited to purchasing equipment or inventory. To the extent permissible under applicable law, we may set promotional and maximum and minimum prices/fees for certain products and services. We may also specify your hours and days of operation within your Brand Standards Manual.

7. Grand Opening. You must conduct an opening advertising program for your RoofAid Franchise before and immediately on opening your franchise ("Grand Opening Advertising Program"). We will assist you with your Grand Opening Marketing to assist you in building premier alliance relationship partners for referral purposes. Our services in relation to your Grand Opening Marketing are incorporated into your Initial Franchise Fee.

Obligations After Opening

During the operation of the Franchised Business under your Franchise Agreement, we will provide you with the following assistance:

1. Advise. We will provide you consultation and advice as we consider necessary and appropriate regarding the management and operation of your business. We will provide that assistance, in our sole discretion, by telephone, facsimile, intranet communication and on-site visits. If you require and request additional on-site assistance from us, subject to the availability of our personnel, we will provide you with assistance at the cost of $1,000 per person per day, plus the reasonable travel, lodging, meal and other expenses of our personnel. (Franchise Agreement, Section 6VI(G).)

2. We will also utilize our Search Engine Optimization and Lead Generation program to generate leads directly to you in your local market through the RoofAid website.

Discretionary

Additionally, we may, in our sole discretion, but are not obligated to do the following:

1. Annual Convention. We may hold an Annual Convention at a location we select. We will determine the topics and agenda for the Annual Convention to serve the purpose among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding RoofAid operations and programs, and recognizing franchisees for their achievements. You must attend the Annual Convention. You must pay all expenses, including your and your attendees' transportation to and from the Annual Convention, and your and their lodging, meals and salaries during the Annual Convention. We may use expenditures from the Brand Development Fund for purposes related to the Annual Convention, including costs related to production, programs, and materials. If you do not attend the Annual Convention, you must pay us a $1,000 penalty fee by electronic funds transfer. (Franchise Agreement, Section VI(G))

2. Advertising Materials. We may make available to you from time-to-time advertising materials we prepare for use by RoofAid franchisees generally. You may use such materials in any local advertising. You will pay for all associated cost. We have the sole discretion to determine the advertising products, media, and geographical markets for the advertising. We have no obligation to supply you with any advertising material produced for us at our sole expense. (Franchise Agreement Section XII.)

3. System Improvements. We will make available to you from time to time all improvements and additions to the System to the same extent and in the same manner as they are made available to RoofAid franchisees generally. You must keep your Vehicle and equipment in good working order, appearance and make the necessary repairs. There is no cap on the amount that you may be required to spend to refurbish your business and Vehicle. (Franchise Agreement Section VII)

Brand Standards Manual

The Brand Standards Manual contains mandatory and suggested specifications, standards, and procedures. It is confidential and remains our property. Your employees are to see it only on a need to know basis, subject to confidentiality agreements. We may modify this material from time to time and its modified

terms are binding on you. Currently, it contains a total of 300 pages. The majority of our Operation Instructions and Training are provided in our LMS and exceed 250 pages of additional content, and over 100 modules of equivalent pages including video resources. See Exhibit E for the Table of Contents.

Advertising and Marketing

Brand Development Fund. We have not established a Brand Development Fund ("BDF"). However, we retain the right to do so. If we do, you will be required to contribute up to 3% of your Gross Receipts. (Franchise Agreement Section XII(1)).

We have the sole discretion to determine where the BDF contributions will be spent to promote, enhance, or further the growth of the RoofAid brand, schools, and System, including, but not limited to: research; promotional marketing, public relations, and advertising expenses to promote the brand; hiring marketing, public relations and advertising agencies, technology companies, or in-house personnel to assist in developing the RoofAid brand name; developing, evaluating, or using technologies that we believe may benefit the brand, the customers, the franchisees, or the brand's reputation; developing new curricula and new franchisee revenue sources; expenses associated with listings on websites, contest registrations, digital marketing content, influencer marketing, radio, billboards, TV, print, or internet advertising, and events and promotions designed to garner media attention and promote the brand name; expenses associated with conducting market research; travel expenses in connection with promotions and marketing meetings, training, development of trademarks and trademarked materials; production of marketing, public relations, or digital or social media content, including, but not limited to, advertisements, coupons, and other promotional materials; expenses incurred in developing and maintaining non-franchise sales portion of any online presence; and expenses incurred in using search engine optimization, pay-per-click, or other digital marketing software, services, or companies to help promote the brand. While we do not anticipate that any part of contributions will be used for advertising which is principally a solicitation for franchisees, we may use the BDF for public relations or recognition of the RoofAid brand, for the creation and maintenance of a website or online presence, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available" or similar language.

We are not required to make expenditures for you that are equivalent or proportionate to your BDF contributions or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising.

In our prior fiscal year, we did not collect any BDF funds as we have not yet activated the BDF.

Company-owned and operated RoofAid locations, if any, will contribute to the BDF on the same basis as you. Other franchisees' BDF contributions may be calculated at a different rate or on a different basis and, under limited circumstances, certain franchisees may not be required to pay BDF fees. We have the sole discretion to settle or forgive any accrued and unpaid BDF contributions owed by a franchisee. Currently, the BDF contributions are payable to us. We may establish a nonprofit corporation or other business entity to collect BDF contributions from our franchisees. The BDF is administered by our personnel under our direction. Unless required by state law, we are not required to provide you with any accounting of or financial statements relating to the expenditures of the BDF. The BDF is not audited.

BDF monies not spent in the fiscal year in which they accrue are carried forward to cover marketing expenses in future years. Although the BDF is intended to be perpetual, we may terminate it at any time. We will not terminate the BDF, however, until all money in the BDF has been spent for marketing purposes, promotional purposes, student technology purposes, or returned to the contributors of the BDF on the basis of their respective contributions. We may have the BDF borrow from us or other lenders to cover any BDF deficits. We may have the BDF invest any surplus for the BDF's future use.

Systemwide Marketing Promotions

Each year, we plan and execute a calendar of systemwide marketing promotions, including but not limited to seasonal and holiday campaigns and other non-price-related promotions, such as sweepstakes, contests and special events, which we may support in traditional and/or non-traditional media. You must participate in these systemwide marketing promotions as directed by us in writing prior to each promotion, which may require you to offer a promotional or discounted price for a limited time, and/or honor coupons or offers for discounted products and services.

Digital Marketing & Social Media

To increase consumer demand for the RoofAid brand, we communicate with consumers in a variety of traditional and non-traditional media, including digital marketing and social media, such as Facebook, X, and Instagram, which may change over time. We maintain and administer a RoofAid website, which we control at our sole discretion. Unless you are a conversion franchisee and receive our written permission, you will be prohibited from establishing a RoofAid website of any kind for your business or any website that references the RoofAid brand in any way, verbally or visually. We also maintain and administer one master RoofAid account in each social medium, which we control at our sole discretion. You will be able to establish a RoofAid social media account or page of any kind for your franchised location or any social media account or page that references the RoofAid brand in ways that are consistent with our Social Media Policy. We may establish pages for your franchised location in the social media that we choose, which we will link to a master RoofAid account and train you on how to use it in ways that are consistent with our social media policy. Once we are associated, all information on your own site can be used for RoofAid's purposes to promote the brand, and you will be able to utilize any information on RoofAid's corporate website and social media to use for your Franchise.

We may also, in our sole discretion, utilize the RoofAid marketing department and recording studio to produce approved local advertising or digital marketing. If we do so, we may provide such materials and recordings to you.

Local Marketing

In addition to the BDF contributions described in the "Brand Development Fund" section of this Item 11, you may be required to spend up to 3% of your Gross Receipts on local store marketing, although we currently do not required that you send a minimum amount, (the "LM Requirement") in the manner we prescribe in the Brand Standards Manual or otherwise in writing, which may include requirements for placing a certain number of and/or type(s) of advertisements or promotions in traditional media and/or non-traditional media, regardless of the amount(s) spent by our other franchisees on local advertising. We may require you to spend up to 3% of your Gross Receipts. You may spend any additional sums you wish on local store marketing. You acknowledge and agree that your LM Requirement must be expended regardless of the amount(s) spent by other RoofAid Franchisees on local store marketing. You must use only marketing programs and materials that have been previously approved by us. We may, at any time, require documentation of your actual approved local store marketing expenditures. After our review of the documentation, if we determine, in our sole discretion, that you have not complied with our standards for the LM Requirement, we may require you to remit your LM Requirement payments directly to us, which we will expend on local marketing in your area as we determine in our sole discretion. We will provide documentation to you detailing these expenditures. We may, in our sole discretion, direct certain expenditures of your LM Requirement in the form and manner we prescribe. Periodically, some or all of our franchisees will be directed to spend local store marketing monies in the form and in the manner we prescribe.

Local Marketing Approvals

You may use your own local marketing programs and materials, if you have submitted them to us for

approval at least 15 days before their use. Within 10 business days after our receipt of the marketing programs and materials, we will notify you in writing of our approval or disapproval of the marketing programs and materials; provided, however, that our failure to approve or disapprove the marketing programs and materials within 10 business days after receipt will be considered disapproval. You must refrain from any practice in marketing, including but not limited to advertising, promotion, public relations, merchandising or media, which is unethical, or may be injurious to the RoofAid brand, the goodwill associated with the marks or other locations where consumers can access the RoofAid brand.

Regional Marketing Cooperatives

There are currently no regional marketing cooperatives ("Cooperatives") in existence for the RoofAid system. We may, however, determine the composition of all geographical territories for purposes of establishing Cooperatives, determining whether a Cooperative is applicable to your franchise, and requiring you to participate. We may determine how the Cooperative will be organized and governed, and each Cooperative will begin operating on a date approved in advance by us. We may require that a Cooperative Advisory Council be formed, changed, dissolved or merged. Once established, each Cooperative will be self-administered by its members, who will elect their own officers in accordance with the bylaws and other governing documents, which may be changed only with our approval. If a Cooperative has been established that is applicable to your franchise at the time you begin operating under the franchise agreement, you must immediately become a member of that Cooperative. If a Cooperative applicable to your franchise is established at any later time during the term of the franchise, you must become a member of that Cooperative no later than 30 days after the date on which the Cooperative begins operation. If your franchise is within the territory of more than 1 Cooperative, you must be a member of only 1 Cooperative.

Each Cooperative will be organized for the exclusive purpose of administering local or regional marketing programs and materials, and developing, subject to our approval, standardized marketing programs and materials for use by the members in local or regional media, including traditional and/or non-traditional media. No marketing programs and materials may be used by a Cooperative or furnished to its members without our prior approval. All local or regional marketing programs and materials must be submitted to us in accordance with the procedure outlined in the "Local Marketing Programs & Materials Approvals" section of this Item 11. Each Cooperative may require its members to make contributions to the Cooperative in amounts that are determined by a majority vote of the members of the Cooperative. These contributions may exceed the amount of the Local Marketing Requirement, but you will receive credit for Cooperative contributions against the Local Marketing Requirement. Any company owned and operated location in a geographical territory covered by a Cooperative will make contributions to the Cooperative at the same rate and at the same time as franchisees in the Cooperative make contributions. Each member franchisee must submit to the Cooperative, no later than the Wednesday following the first Monday of each month, for the preceding month, its contribution as provided in the franchise agreement for BDF contributions, together with any other statements or reports that we may require or that may be required by the Cooperative with our approval. We may grant to any franchised or company owned and operated location, in our sole discretion, an exemption for any length of time from the requirement of membership in a Cooperative, on written request of the franchisee or company owned and operated location stating reasons supporting an exemption. Our decision concerning any request for exemption will be final and at our sole discretion.

Because of this, other franchisees or company-owned and operated locations may make lower Cooperative contributions than you, or no Cooperative contribution at all.

Franchise Advisory Council

As of the date of this disclosure document, we have created a franchisee advisory council composed of our current franchisees that provide us with input on advertising policies, plans, programs, strategies, and other matters that impact the RoofAid franchise system. The franchisee advisory council is currently comprised of 7

franchisees. We make the franchise advisory council available to all current franchisees but may cap the number of franchisees in the franchisee advisory council. We also may choose how the franchisees are selected for the council and may in our sole discretion amend, dissolve, form, or modify the advisory council at any time. Selection of franchisees for the council may include factors such as a franchisee's level of success, superior performance, geographic location, and location profitability.

Computer System

Under the franchise agreement, unless you are a conversion franchisee, you may be required to obtain and use our required Project Management & Customer Relationship Management software ("CRM") and other technologies that we may designate in the Brand Standards Manual or otherwise in writing. You must use the CRM, to the extent we require it, and other technologies and platforms to record all customer information, bids, sales transactions, receipt of payments, etc. of your RoofAid Franchise.

All data recorded on any such CRM or other technology platform, becomes immediately, and in real time, our property. We will have independent access to the information you record, and there are no contractual limitations on our right of access. You must allow access to the CRM provider to install the necessary computer hardware and software to provide us with full and direct electronic access to all of your data, software systems, and related information. The cost of the CRM System, including hardware and software, is partially included in your monthly Technology Bundle Fee, payable to us.

All updates, reasonable repairs and maintenance are included in the monthly Technology Bundle Fee. The monthly Technology Bundle Fee ranges from $800 - $1,500 but may be more as the fees are roughly based on the number of users. The Technology Bundle Fee may include the G-Suite Services, Social Media Marketing Platform, marketing CRM System, your RoofAid website, Google My Business operations, and our proprietary inspection app Roofscore, RoofAid University, RoofTop Intranet Central Information Hub, and Search Engine Optimization. It does not include other required software expenses such as Quickbooks, EagleView, Hover, Xactimate, or other required software. We do not require you to purchase an electronic cash register or computer system to process payments.

Internet Service and Email Service

You must maintain broadband internet access directly to the software included in the Technology Bundle. In addition, you must maintain an email address for correspondence with us and must notify us immediately of any change to your e-mail address.

We may create, in our sole discretion, a proprietary email service designed to better service communications with our franchisees. At that time, you must use the email service in the manner we prescribe in the Brand Standards Manual or otherwise in writing at your sole expense.

Independent Site Development and Domain URL Names

Other than the website services that we may provide to you in connection with our website, you may maintain a website in connection with your franchise, with our prior approval. You may not establish a domain name or e-mail address incorporating any variation of the "RoofAid" name or the Proprietary Marks, without our prior written approval. You may not advertise on the internet without our prior written approval. We have created links on our website to various social media sites. You may not use any social media platforms without our prior written approval.

System-Wide Computer Network, Intranet or Extranet Participation

You must participate in any RoofAid system-wide computer network, intranet system or extranet system that we implement. You must install the necessary hardware and/or software to use any system that we implement. You must upgrade or update your network connection at our request, no more frequently than annually, without any limitations to cost. On your execution of the franchise agreement, we will provide you with access to our private internet site. You will use the private internet site to, among other things: (i) view and

print portions of the Brand Standards Manual; (ii) download approved local advertising materials; (iii) communicate with us; and (iv) receive training materials. You agree to use the facilities of any system-wide computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Brand Standards Manual, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. You may not share your password to the private internet site, nor may you share any of the content with anyone else.

ITEM 12: TERRITORY

The license and franchise granted to you by us is non-exclusive. You will operate from one primary business address, designated as your Principal Office. Further, during the term of your Franchise Agreement and any renewals thereof, you will receive a Restricted Area. We will not locate any RoofAid licensee or franchisee within your Restricted Area nor will we establish a location owned by us in your Restricted Area. Typically, the Restricted Area will consist of an area that is the lesser of: (i) an area that incorporates 50,000 homeowners; or (ii) a 20-mile radius from your Principal Office.

You will not receive an exclusive Territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You have no right to sell your products or goods by mail order catalog sales, computer, telemarketing, mobile application, and/or internet marketing. We retain the right to control all online sales. You may not advertise or market outside your Restricted Area unless we give you prior written permission. You may not advertise or market in the territory of another RoofAid location. If you obtain our prior written permission to engage in any off-premises or out-of-Restricted Area activities, you must follow our policies regarding them. If we grant you permission to sell goods and services outside of your Restricted Area or off-premises, you do not gain any territory or exclusivity rights. We have the right to terminate or suspend your approval to conduct any out-of-Restricted Area or off-premises activities.

Rights Reserved by Us: Regardless of either proximity to your Restricted Area or your Franchised Business, or any actual or threatened impact on sales of your Franchised Business, we retain the right all rights not expressly granted to you, including, among others, to: (a) use the Marks and System in connection with establishing and operating RoofAid businesses at any location outside the Restricted Area; (b) use the Marks or other marks in connection with selling or distributing any goods (including branded merchandise or product) or services anywhere in the world (including within the Restricted Area), whether or not you also offer them, through channels of distribution other than a brick-and-mortar RoofAid-branded Franchised Business, including, for example, mobile applications, hardware stores, kiosks, carts, catalogs, mail order, or the Internet or other electronic means and at limited-time events at locations within the Restricted Area; (c) acquire, establish or operate, without using the Marks, any business of any kind at any location anywhere in the world (including within the Restricted Area); (d) use the Marks in connection with soliciting or directing advertising or promotional materials to customers anywhere in the world (including within the Restricted Area); and (e) establish or operate, or license other persons to establish or operate, a Non-Traditional Franchised Business anywhere in the world (including within the Restricted Area). Although we do not presently sell products, services, or franchises other than under the trademarks, we have the right to do so. If we decide in the future to exercise any of these rights, we will not be obligated to compensate you for such sales made inside your Restricted Area.

In the event of a natural disaster or other similar catastrophic situation, as we determine in our sole discretion, we, our affiliates and other RoofAid franchisees may be permitted to provide support to you and/or perform work in the Restricted Area, including the provision of labor, materials, equipment, and project management on projects in the Restricted Area, and you will not be entitled to any proceeds from the provision of these services performed by third parties within the Restricted Area.

Miscellaneous: You may not establish more than one RoofAid business in your Restricted Area without entering into a separate Franchise Agreement. We do not grant under this disclosure document any option, right of first refusal, or similar right to acquire additional franchises. You may not relocate the business premises without our written approval. Except in cases of emergency, you must occupy the new premises and open your business in the new premises before vacating your original premises. In the event of breach under the Franchise Agreement, we have the right to modify your Restricted Area and its protections.

Minimum Sales. You must replace or install on average over a 12-month period, at least 2 roofs per month, beginning in the fourth (4th) month after the Effective Date of this Agreement, during the term of this Agreement and any renewals thereof. Failure to do so constitutes a breach of your Franchise Agreement.

National and Regional Accounts. We have the exclusive right to create National and Regional Account ("NORA") programs for a group of customers, a partnership or group of partners, that operate under common ownership or control, under the same trademarks or service marks through independent franchises, dealers, or licensees, or some other association, located at multiple locations and other similar organizations for the benefit of the System. We have the exclusive right to solicit, service, or otherwise pursue any NORA relationship, within or outside of your Restricted Area. You may not solicit, service, or otherwise pursue any NORA or potential NORA or any of its members or associates, without prior notice to us and our written consent. We may in our sole discretion, provide you with the option to perform such services pursuant to the terms and conditions of the NORA contract or on such terms and conditions as we determine in our sole discretion.

If we elect to exclusively service a NORA customer within the Restricted Area, if you are unable to service the NORA customer or are otherwise in default of your franchise agreement, or if you elect not to provide services to a NORA customer in conformity with the terms and conditions of the NORA bid or contract, we shall have the right, exercisable in its sole discretion, to: (i) Provide, directly or indirect or through any other licensee or franchisee utilizing the Marks, services to the NORA customer in the NORA bid or contract; and/or (ii) Contract with another party to provide such services to the NORA customer locations(s) within the Restricted Area on the terms and conditions contained in the NORA bid or contract between us and the NORA customer, utilizing the Marks.

ITEM 13: TRADEMARKS

Under the Franchise Agreement, we grant you the right to operate a business under the name "RoofAid." You may also use our current or future trademarks to operate your business. By "Marks," we mean trade names, trademarks, service marks and logos used to identify your business. We own the following Marks that have been registered on the Principal Register of the USPTO:

REGISTRATION NO.	REGISTRATION DATE	MARK
7082106	June 13, 2023	RoofAid (word mark)

All necessary affidavits of use and renewal applications will be timely filed when they become due but none of the Marks has been due for renewal yet. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or the Trademark Administrator of any state or any court; nor are there any pending infringement, opposition, or cancellation proceedings or material litigation, involving the above Marks. We are not aware of any infringing uses or superior uses that could materially affect your use of the Marks.

You must immediately notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, any claim of apparent infringement or challenge to your use of any Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Marks. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We

or our affiliate has the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We or our affiliate has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We may but are not obligated to participate in your defense in infringement proceedings and we are not obligated to protect your rights or defend you against claims of infringement or unfair competition related to use of the Marks.

We will indemnify and reimburse you for damages obtained by a third party based on your use of the Marks provided you have at all times fully complied with the Franchise Agreement. However, you would be responsible for any rebranding expenses. If there is any litigation relating to your use of the Marks, you must sign all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action.

We may substitute different proprietary marks for use in identifying the System and the business operating under it if we, in our sole discretion, determine that substitution of different marks as Marks will be beneficial to the System. You must comply with such change, revision, or substitution and bear all expenses associated with them.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent or copyright, but you can use the proprietary information in our Brand Standards Manual. Although we have filed no applications for a copyright registration for the Brand Standards Manual or for our RoofAid University training curriculum, we claim a copyright and the information is proprietary. The Brand Standards Manual is described in Item 11. Item 11 also describes limitations on the use of this manual by you and your employees.

You must strictly limit your employees' access to the trade secrets, proprietary information, and confidential information (collectively, "Confidential Information"). You must share Confidential Information with them only to the extent they have a "need to know" to perform their jobs. All persons to whom you grant access to the Brand Standards Manual or any other Confidential Information, any person who attends any training program we conduct, and all of your managerial employees must sign our form of confidentiality agreement. If you are a partnership, limited liability company or corporation, all of your owners, officers, or directors and any of these individuals' spouses will sign a form of the confidentiality provisions. You must use the Confidential Information only in the manner required by us. You must fully and strictly comply with all security measures required by us for maintaining the confidentiality of the Confidential Information.

You must immediately notify us of any conduct that could constitute infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the Confidential Information. We or our affiliate will decide, with sole discretion, whether to institute any action in connection with infringement of or challenge to the Innovations, the patents or patent applications, the copyrights and the Confidential Information, and will control any proceedings and litigation. Neither we nor our affiliate are required to protect your right to use the Innovations, the patents or patent applications, the copyrights or the Confidential Information. We will not indemnify you for losses arising out of your misuse of the Innovations, patents or patent applications, copyrights, or Confidential Information. We will indemnify you for any loss you sustain because of any action brought by a third party concerning your use of this proprietary information. There are no material determinations of any administrative body or court, no pending proceedings in any administrative body or court, nor any agreements that limit our ability to license any patents or copyrights to you. We do not know of any patent or copyright infringement that could materially affect you.

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

You and each of your principals, officers, managers, and employees having access to Confidential Information will be bound by certain provisions protecting our proprietary rights.

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE BUSINESS

If you are an individual, you must directly supervise the franchised business. If you are a corporation or other business entity, one of your principals must serve as manager and run your business full-time unless we approve of another manager in writing.

The manager must execute a confidentiality, non-solicit, and non-competition agreement. In the event that you operate more than one RoofAid Franchised Business, you must have a properly trained manager at the subsequent RoofAid Franchised Business(s). You may select the manager as long as such manager has operational experience in roofing and general construction. You must keep us informed at all times of the identity of any employees acting as managers of the RoofAid Franchised Business, and any change in their employment status. We do not require that your manager have any equity in the franchisee entity or receive any percentage of your revenues or profits. Even if you appoint a manager to supervise the day-to-day operations, your owners are ultimately responsible for the RoofAid Franchised Business and must be familiar with its management, performance, and operations.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those goods and services that we have approved (see Item 9). You must offer all goods and services that we designate as required for all franchisees. These required services are roofing repair and replacement, gutters, siding, and exterior services. Parts, supplies and equipment used in your RoofAid business must be approved by us (see Item 8).

We have the right to add additional authorized services that a franchisee is required to offer. There are no limits on our right to do so except that the investment required of a franchisee for equipment, supplies, and initial inventory will not exceed Twenty Thousand Dollars ($20,000.00) per year. You must participate in any and all membership and loyalty programs that we create, offer, or advertise. Participation will involve honoring the terms and conditions, including prices, we may set. Through the membership and/or loyalty program, customers may be entitled to a discount on products and services. You will not be entitled to receive payment or be reimbursed for any discounts on products or services offered through the membership and/or loyalty program.

We also may designate some services as optional for qualified franchisees. There are no current optional services. To offer optional goods and services, you must be in substantial compliance with all material obligations under the franchise agreement. In addition, we may require you to comply with other requirements, such as training, marketing or insurance, before we allow you to offer certain optional services.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN AGREEMENT	SUMMARY
a. Length of franchise term	III(A)	Term is equal to ten (10) years.

b. Renewal or extension of term	III(C)	If you are in good standing, upon expiration of your original franchise agreement, you will have the right to renew your franchise for another ten (10) year term by signing the then current franchise agreement.
c. Requirements for franchisee to renew or extend	III(C)	If you are in full compliance with the terms of this Agreement, you will have the right to renew your franchise ("Renewal Term") on the terms and conditions of our most current franchise agreement being utilized by us at the time you renew, which you must sign along with all ancillary agreements required in that franchise agreement. The most current franchise agreement may contain significantly different terms than this Agreement. In any event, we may in our discretion, refuse to renew this Agreement if you have been notified of defaults (even if subsequently cured) under this Agreement more than 2 times during the Initial Term or more than 2 times during any Renewal Term, even if you are not in default at the time of the renewal. You agree to give us not less than 9 nor more than twelve 12-months written notice of an election to renew this Agreement, prior to the end of the term. Your failure to give us this notice will be deemed an election not to renew this Agreement. If you renew, you will also be required to pay us a renewal fee equal to 20% of our then current standard initial franchise fee for a RoofAid Franchise. Additionally, you must update anything required to meet our then current standards in accordance with the provisions of our Brand Standards Manual and must execute a general release, to the extent permitted by applicable law, of any and all claims against us, and our respective owners, officers, directors, employees, agents, successors and assigns arising under or from this Agreement and/or any related agreement. The renewal of your Franchise Agreement is at our sole discretion.
d. Termination by franchisee	XV(A)	For cause, if we breach a material provision of the contract and fail to cure 60 days after written notice then you can terminate if you are compliant with the terms of your agreement.
e. Termination by franchisor	None	Not Applicable.

without cause		
f. Termination by franchisor with cause	XV(A)	We can terminate only if you default.
g. "Cause" defined – curable defaults	XV(A)(1)	We gave the right to terminate the franchise after providing you a thirty (30) day cure period if you: (a) Do not substantially perform all of the lawful terms, conditions, and obligations of this Agreement, or the mandatory obligations under the Brand Standards Manual; (b) Misrepresent Gross Receipts in any report submitted to us; (c) Misuse the Marks or Confidential Information and Trade Secrets, or engage in conduct which, in our opinion, reflects unfavorably upon the operation, maintenance, goodwill and/or reputation of the System; (d) Are adjudged bankrupt, become insolvent, or make a general assignment for the benefit of creditors (subject to Section XI.A.3.(d) below); (e) Fail to meet the Minimum Sales Requirement; (f) Commit any other act which constitutes good cause under applicable state law or court decision; (g) Fail to keep the RoofAid Franchise open for a period of 7 consecutive days without justifiable cause; (h) Fail to pay any lawful debt or tax when due; or (i) Surrender or transfer control of the operation of the RoofAid Franchise (including entering into a management arrangement with any person not a party to this Agreement), make an unauthorized direct or indirect Transfer of this Agreement, the RoofAid Franchise, or any ownership interest in you.
h. "Cause" defined – non-curable defaults	XV(A)(2)	We have the right to terminate the franchise without notice to you or the opportunity to cure if you: (a) commit a felony or are convicted of a felony or any other criminal misconduct that materially and adversely affects the operation, maintenance, reputation or goodwill of the RoofAid or the System; (b) commit fraudulent activity; (c) abandon the operation of the RoofAid Franchise; (d) are bankrupt or insolvent or request the appointment of a receiver or make a general assignment for the benefit of creditors; (d) give more than 2 no account or insufficient funds checks to us or our Affiliates within a 12-month period, or our or our Affiliates'

		receipt of any similar notice when utilizing any EFT payment; (e) repeatedly fail to or refuse to comply with the lawful provisions of this Agreement (i.e. 2 or more times in any 12-month period), whether or not the repeated failures or refusals are corrected after notice; (f) make any material misrepresentation or omission in the application for this franchise; or (g) commit any other act or omission that permits termination without notice and/or an opportunity to cure under applicable state law.
i. Franchisee's obligations on termination non-renewal	XV(C)	On termination or expiration of the franchise, you must: (i) cease all operations under the franchise agreement; (ii) promptly pay all sums you owe us; (iii) cease using the Proprietary Marks and the System; (iv) return to us the Brand Standards Manual and all other manuals, proprietary and Confidential Information; (v) cease using and assist in transferring all of your telephone numbers, domain names and websites to us; (viii) return to us all items reflecting the Proprietary Marks; (ix) cease holding yourself out as our franchisee; (x) take necessary action to amend or cancel any business name or equivalent registration which contains any of our trade names or Proprietary Marks; (xi) allow us to inspect your financial records; (xii) comply with the post term covenants contained in the franchise agreement; (xiii) cease to use in advertising or in any other manner any methods, procedures or techniques associated with us or the System; (xiv) pay liquidated damages, if termination was due to your default; and (xiv) sign any papers, documents, and assurances necessary to effectuate termination or nonrenewal.
j. Assignment of contract by franchisor	XVIII(A)	We have the right to assign our rights under the franchise agreement.
k. "Transfer" by franchisee – defined	XVIII(B)	A sale, transfer or assignment requiring our prior written consent occurs: (i) if you are a corporation, on any assignment, sale, pledge or transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change in ownership; (ii) if you are a partnership, on the assignment, sale, pledge or transfer of any fractional

		partnership ownership interest; or (iii) if you are a limited liability company, on any assignment, sale, pledge or transfer of any fractional portion of any interest in the limited liability company.
l. Franchisor approval of transfer by franchisee	XVIII(B)	We have the right to approve all transfers, but we will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	XVIII(B)	New franchise qualifies, transfer fee is paid, purchaser transfer agreement approved, training arranged, release signed by you, and current agreement signed by new franchisee
n. Franchisor's right of first refusal to acquire franchisee's business	XVIII(D)	You must first offer to sell to us on the same terms and conditions as those offered by a 3rd party. We will notify you, within 30 days after receiving the offer, whether we wish to exercise our right to purchase your RoofAid Franchise.
o. Franchisor's option to purchase franchisee's business	None, but see policy described in note 1.	We have an option to purchase your RoofAid Franchise on termination or expiration of the franchise agreement.
p. Death or disability of franchisee	XVIII(C)	On your death or disability, your rights under the franchise agreement may pass to your heirs or legatees, if, within 90 days after your death or disability, they agree to assume your obligations under the franchise agreement, successfully complete our initial training program, and otherwise meet our satisfaction.
q. Non-competition covenants during the term of the franchise	XIV(A)	During the term of the franchise, neither you, your principals, nor any spouse or dependents of you or your principals or guarantor may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: (i) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any other roofing business or (ii) divert or attempt to divert any business or customer of your RoofAid Franchise 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.
r. Non-competition covenants after the franchise is	XIV(B)	For a period of 2 years after the expiration and non-renewal, transfer or termination of

terminated or expires		the franchise, regardless of the cause, neither you, your principals, nor any spouse or dependent of you or your principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing with us in granting franchises or licenses to operate a roofing business For a period of 2 years after the expiration, transfer or termination of the franchise, regardless of the cause, neither you, your principals, nor any spouse or dependent of you or your principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: own, maintain, engage in, lend money to, be employed by, or have any interest in any other roofing business (i) within the Restricted Area; or (ii) within a radius of 20 miles of the perimeter of: (a) the Restricted Area; (b) 20 miles of the principal office of RoofAid LLC, (c) any other Restricted Area or similar term licensed by us as of the date of expiration or termination of the franchise; or (c) any Restricted area where a RoofAid franchise is under development as of the date of expiration or termination of the franchise; or solicit customers of your former RoofAid Franchise for any competitive business purpose
s. Modification of the agreement	XXI(C)	The franchise agreement may only be modified or amended in a writing signed by all parties, but the Brand Standards Manual are subject to change.
t. Integration/merger clause	Not applicable	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnish to you.
u. Dispute resolution by arbitration or mediation	XX	Except for certain claims, all disputes must be mediated and arbitrated in Monroe County, Indiana.

v. Choice of forum	XXI(F)	Litigation must be in Monroe County, Indiana. (subject to applicable state law).
w. Choice of law	XXI(F)	Indiana law applies. (subject to applicable state law)

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATION

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 locations, if there is any 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 only be given if: (1) a franchisor provides the actual records of an existing location 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.

We do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Chief Executive Officer, in writing at 885 South College Mall Road - PMB 495, Bloomington, IN 47401 or 812-650-2233, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: LOCATIONS AND FRANCHISEE INFORMATION

TABLE NO. 1
System-wide Outlet Summary for years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlet at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	6	+6
	2024	6	7	+1
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total	2022	0	0	0
	2023	0	6	+6
	2024	6	7	+1

TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners (Other Than the Franchisor) for Years 2022 to 2024

State	Year	Number of Transfers
IN	2022	0
	2023	0
	2024	0
TN	2022	0
	2023	0
	2024	1
Total	2022	0
	2023	0
	2024	1

TABLE NO. 3
Status of Franchised Outlets for Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
IN	2022	0	0	0	0	0	0	0
	2023	0	4	0	0	0	0	4
	2024	4	1	0	0	0	0	5
OH	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
TN	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2022	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Total	**2023**	**0**	**6**	**0**	**0**	**0**	**0**	**6**
	2024	**6**	**1**	**0**	**0**	**0**	**0**	**7**

TABLE NO. 4
Status of Company-Owned Outlets for Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
IN	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Total	**2022**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**

TABLE NO. 5
Projected Openings as of December 31, 2024
For Year 2025

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets	Projected New Company-Owned Outlets
Indiana	**0**	**8**	**0**
Ohio	**2**	**0**	**0**
Total	**2**	**8**	**0**

Among the attached Exhibits you will find:

Exhibit B-1 Listing of Current Franchisees lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of the Effective Date.

Exhibit B-2 Listing of Certain Past Franchisees lists the name, city, 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 or who has not communicated with us within 10 weeks of the issuance date of this FDD. 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, we have not signed confidentiality clauses with any current or former franchisees. There are no trademark-specific franchisee organizations associated with the franchise system being offered which we have created, sponsored, or endorsed. There are no independent franchisee organizations that have been asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

Attached as Exhibit C are our audited financial statements for the periods ending December 31, 2024, December 31, 2023, and December 31, 2022. Our fiscal year ends in December.

ITEM 22: CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments:

Exhibit A	ROOFAID Franchise Agreement
Exhibit G	Franchisee Acknowledgment Statement

ITEM 23: RECEIPTS

A receipt in duplicate is attached to this Disclosure Document. Please sign both acknowledging receipt of this disclosure document and return one of them to us for our files.

Exhibit A
RoofAid Franchise Agreement and Attachments

ROOFAID, LLC
FRANCHISE AGREEMENT

_____
FRANCHISEE

_____
EFFECTIVE DATE

ROOFAID, LLC
FRANCHISE AGREEMENT

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ATTACHMENTS

ATTACHMENT 1 Franchise Rider
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ATTACHMENT 3 ACH/EFT Transfer Agreement

ROOFAID, LLC
FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter referred to as "Franchise Agreement" and "Agreement") is entered into as of _____(the "Effective Date"), by and between ROOFAID, LLC, an Indiana limited liability company, with its principal place of business at 885 South College Mall Road - PMB 495, Bloomington, IN 47401 ("Franchisor", "us", "our", or "we"), _____, a(n) _____ _____, with its principal place of business located at _____, and _____ _____'s principal(s) _____, an individual, residing at _____, and __ _____, an individual, residing at _____ ("Principal(s)"). _____ _____ and Principal(s) shall be individually and collectively referred to, and each is, the "Franchisee".

RECITALS

WHEREAS, the Franchisor offers franchises for a roofing business, known as "RoofAid", that installs and repairs residential and commercial roofs and roofing systems, including exterior work, gutters, and siding. ("**Services**") using a unique and proprietary standards, designing, equipment, roof installation methods and techniques, sales and marketing techniques and systems, and procedures for the operation and management of roofing businesses; and

WHEREAS, such franchises are operated under certain trademarks, service marks, logos and other commercial symbols, including without limitation "RoofAid" ("**Marks**") which are owned by us; and

WHEREAS, such franchises are operated with uniform formats, designs, systems, methods, specifications, standards and procedures, all of which may be improved, further developed or otherwise modified from time to time by the Franchisor ("**System**"); and

WHEREAS, the Franchisor grants to persons who meet the Franchisor's qualifications and who are willing to undertake the investment and effort to establish and develop a RoofAid business, a franchise to own and operate such, offering the Services approved by the Franchisor and utilizing the Franchisor's formats, designs, methods, specifications, standards, operating procedures and the Marks; and

WHEREAS, Franchisee acknowledges that he/she has read this Agreement and the Franchisor's Disclosure Document and that he/she understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain the Franchisor's high standards of quality and service and the uniformity of those standards at all RoofAid franchises in order to protect and preserve the goodwill of the Marks; and

WHEREAS, Franchisee acknowledges that he/she has conducted an independent investigation of the business contemplated by this Agreement and recognizes that, like any other business, the nature of the business conducted by RoofAid may evolve and change over time, that an investment in a RoofAid franchise involves business risks and that the success of the venture is largely dependent upon the business abilities and efforts of Franchisee; and

WHEREAS, the Franchisor expressly disclaims the making of, and Franchisee acknowledges that he/she has not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement, and Franchisee further acknowledges that he/she has not received or relied on any representations about the franchise by the Franchisor, or its officers, directors, employees or agents, that are contrary to the statements made in the Franchisor's Disclosure Document or to the terms and conditions contained herein, and further represents to the Franchisor, as an inducement to his/her entry into this Agreement, that Franchisee has made no misrepresentations in obtaining the franchise.

WHEREAS, Franchisee desires to obtain a license from Franchisor for use of the Marks and the System solely for the operation of a business utilizing a combination of the concepts provided for in this Agreement within the Restricted Area identified below ("**Franchised Business**"), and Franchisee desires to use the Marks and the System, and other benefits derived from this franchise relationship strictly in accordance with the provisions set forth below.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants hereinafter made, Franchisor and Franchisee do hereby agree as follows:

I. GRANT OF LICENSE

A. **Grant of License**. We grant to you and you accept from us, a non-exclusive right to use the System and Marks to open and operate one RoofAid Franchise to have the principal office located at the site listed in Exhibit A, attached to this Agreement (the "Principal Office"). If no Principal Office is specified at the time you and we sign this Agreement, an appropriate location will be specified when it is determined and you and we agree to initial a completed Exhibit A describing that Principal Office.

B. **No Exclusive Territory; Restricted Area**. You are not granted an exclusive territory, but we will not grant the rights to a franchisee to establish a principal office to use our Marks and our System within the lesser of: (i) an area that incorporates 50,000 homeowners; or (ii) a 20-mile radius of your Principal Office ("Restricted Area"). Your Restricted Area may be expanded to larger than the Restricted Area or reduced to less than the Restricted Area and is defined for this Agreement and your RoofAid Franchise in Attachment 1.

C. **Tiered Franchise System.** Our Tiered System is designed to allow for both those who have owned roofing businesses and those who have not to join our system as we believe that it is beneficial for all of our franchisees and customers to be able to benefit from economies of scale. Accordingly, we may make certain concessions on branding and marketing requirements for our Tier 2 Franchisees. Tier 2 Franchisees status is only available to new franchisees with existing roofing businesses that can demonstrate to us that their business generated a substantial amount of Gross Receipts, determined in our sole discretion, the year before they become a RoofAid franchisee. Details of the Franchise Tier System are outlined and fully explained in the confidential Brand Standards Manual. The Tiered Franchise System does not affect the royalties paid by each franchisee as that is solely determined on the prior year's Gross Receipts. Unless we agree in writing, Tier 2 Franchisees must utilize our Proprietary Marks and the RoofAid system as further described in the Agreement and our Brand Standards Manual

D. **Retention of Rights**. We, on behalf of ourselves and our Affiliates, reserve all rights not specifically granted to you pursuant to this Agreement, all without compensation to you, including but not limited to the following:

1. Use the Marks and System in connection with establishing and operating RoofAid Franchised Businesses at any location outside the Restricted Area.

2. We may allow other RoofAid franchisees, RoofAid licensees, and company owned RoofAid roofing companies to market and perform their services within your Restricted Area.

3. We are allowed to own, open, franchise, operate, and/or manage any businesses within the Restricted Area or outside of the Restricted Area under trademarks or service marks different than the Marks and which businesses are reasonably expected to derive more than twenty percent (20%) of their sales from the sale of roofing products and services.

4. We are allowed to own, open, franchise, operate, and/or manage any business in the Restricted Area above or outside of the Restricted Area under systems that are different-from the System.

5. Use the Marks in connection with soliciting or directing advertising or promotional

materials to customers anywhere in the world (including within the Restricted Area).

6. Use the Marks or other marks in connection with selling or distributing any goods (including branded merchandise) or services anywhere in the world (including within the Restricted Area), whether or not Franchisee also offers them, through channels of distribution other than a RoofAid-branded Franchised Business (including, for example, hardware stores, direct marketing media, mobile applications, limited-time events in the Restricted Area, kiosks, carts, trucks, catalogs, mail order, or the internet or other electronic means);

7. We have the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as RoofAid roofing companies operating under the proprietary marks or any other Marks following our purchase, merger, acquisition or affiliation.

8. We may sell ourselves, our assets, our proprietary marks, the Marks, our systems and/or the System to a third party; may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations or entities, or be acquired by another corporation or entity; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. If we assign our rights in this Agreement, nothing will be deemed to require us to remain in the roofing business or to offer or sell any products or services to you.

E. **No Right of First Refusal or Options**. Franchisee has no right of first refusal or other options or rights to open any additional RoofAid business.

F. **Soliciting and Marketing and Out-of-Restricted Area or Off-Premises Activities**. Franchisee shall not advertise, market, or solicit outside of the Restricted Area, except as Franchisor otherwise approves in advance, and in such event only in accordance with the requirements of this Agreement and the procedures set forth in the Brand Standards Manual, which approval Franchisor may revoke its approval at any time for any reason. Franchisor does not warrant or represent that no other RoofAid Franchised Business will solicit or make any sales within the Restricted Area, and Franchisee hereby expressly acknowledges and agrees that such solicitations or sales could occur within the Restricted Area. Franchisor shall have no duty to protect Franchisee from any such sales, solicitations, or attempted sales. Franchisee shall follow all of Franchisor's standards, procedures, and instructions regarding any activities outside of the Restricted Area or off-Premises. If Franchisor grants Franchisee permission to conduct any out-of-Restricted Area or off-Premises activities, Franchisee acknowledges and agrees that Franchisee does not gain any additional restricted area or exclusivity rights. Franchisor has the right to terminate or suspend Franchisee's approval to conduct any out-of-Restricted Area or off-Premises activities, and Franchisee shall immediately comply and cease operations outside of the Restricted Area or off-Premises. Franchisee shall provide Franchisor with the information for any customers it has serviced outside of the Restricted Area or off-Premises. Such out-of-Restricted Area customers may be serviced by Franchisor, an affiliate of Franchisor, or any of Franchisor's franchisees.

G. **National Accounts.** Franchisor has the exclusive right to create National and Regional Account ("NORA") programs for a group of customers, a partnership or group of partners, that operate under common ownership or control, under the same trademarks or service marks through independent franchises, dealers or licensees, or some other association, located at multiple locations, Chain Customers (as defined below) and other similar organizations for the benefit of the System. Franchisor or any party Franchisor may designate has the exclusive right to solicit and service NORA customers within or outside of the Restricted Area, including, the right to offer and sell Approved Products and Services. Franchisee may not solicit, service or otherwise pursue any NORA relationships, whether the contacts for these relationships are in the Restricted Area or not, without Franchisor's prior written consent. Franchisee may not service, solicit or otherwise pursue a relationship with a NORA or potential NORA or any of its members or associates, without notice to Franchisor and Franchisor's prior written consent. Any dispute as to whether a particular customer is considered a NORA

customer will be determined by Franchisor, and its determination will be final and binding. A "Chain Customer" is a non-residential customer, a group of customers, a partnership or group of partners, that operate under common ownership or control, under the same trademarks or service marks through independent franchises, dealers or licensees, or some other association, located at multiple locations whose presence is not confined within any one particular territory. Following the execution of a contract with or the acceptance of a bid by a NORA customer which contemplates the provision of services to one or more NORA locations within the Restricted Area, Franchisor may, at its sole option, provide Franchisee the option to perform such services pursuant to the terms and conditions of the NORA contract or on such terms and conditions as Franchisor determines in its sole discretion. In order to service any NORA customers, Franchisee must enter into Franchisor's then-current form of NORA agreement, the terms of which will govern all NORA work. Franchisee is not entitled to any right to compensation or consideration for work performed by others in the Restricted Area for NORAs.

Franchisor also shall have the right, exercisable in its sole discretion, to:

1. provide, directly or through any other licensee or franchisee utilizing the Marks, services to the NORA customer location(s) within the Restricted Area on the terms and conditions contained in the NORA bid or contract; and/or

2. contract with another party to provide such services to the NORA customer location(s) within the Restricted Area on the terms and conditions contained in the NORA bid or contract between Franchisor and the NORA customer, utilizing the Marks.

H. **Events of Catastrophe**. Notwithstanding this Section II(G) of, in the event of a natural disaster or other similar catastrophic situation, as Franchisor determines in its sole discretion, Franchisor, its affiliates and/or other System franchisees may be permitted to provide support to Franchisee and/or perform work in the Restricted Area, including the provision of labor, materials, equipment, and project management on projects in the Restricted Area, and Franchisee will not be entitled to any proceeds from the provision of these services performed by third parties within the Restricted Area.

II. LOCATION AND LEASE

A. **Site Selection**. You will select the proposed site for the Principal Office within thirty (30) days from the Effective Date of this Agreement. Within 30 days after receipt, we will advise you whether the proposed site is acceptable. We are not responsible for and do not make any warranty regarding the suitability of the Principal Office. Our consent to a Principal Office means only that the Principal Office meets our minimum standards for an acceptable location of a RoofAid Franchise. You are primarily responsible for investigating the Principal Office and having any leases or sale contract for the Site reviewed and approved by your attorney. You may operate your RoofAid Franchise from a home office if you believe that will be the best option for your RoofAid Franchise.

B. **Site Acquisition**.

1. If you intend to lease the Principal Office, you must submit a copy of the proposed lease to us for our consent. Within 10 days of signing the lease, you must provide us with a copy of the executed lease. The term of the lease plus all renewal option periods together will equal or exceed the term of this Agreement. Our consent to the lease means only that the lease meets our minimum standards and is not a warranty as to the appropriateness of the lease or any of its terms. We strongly recommend that you hire a professional leasing agent to assist you in site location and lease negotiations. We may recommend or approve leasing agents; however, we are not liable for any acts or omissions of these agents, and any agent will be an independent contractor.

2. If you intend to own the Principal Office, you must purchase the Principal Office within 90 days of us consenting to the Principal Site. Your submission of proof of ownership or an executed sale contract will be deemed a warranty by you that the Principal Office can be utilized for roofing company purposes according to the terms of this Agreement. You must create a separate entity to own the Principal Office and then lease the Principal Office to you at its full rental value and on commercially reasonable terms.

C. **Relocation**. So long as you are not in default under the Franchise Agreement, you may relocate the Principal Office within the Restricted Area with our prior written consent. However, your Restricted Area will not change due to your relocation unless both parties agree to a new Restricted Area. Regardless of the reason for relocating, you agree to pay all costs and expenses of relocating the Principal Office including our cost to review the documents associated with your relocation, including but not limited to our reasonable attorney fees. Further, you are responsible for promptly removing from the prior location all signs, fixtures, equipment, and any other articles that display our Proprietary Marks.

III. TERM

A. **Term**. The term of this Agreement will begin on the date of this Agreement and, unless it is terminated earlier according to the terms of this Agreement, will expire Ten (10) years later ("Initial Term").

B. **Continuation**. If you continue to operate the RoofAid Franchise with our express written consent following the expiration of this Agreement, the continuation will be a month-to-month extension of this Agreement ("Continuation Term"), unless otherwise set forth in writing. All provisions of this Agreement will apply while you continue to operate the RoofAid Franchise. This Agreement will then be terminable by either party on 30 days written notice to the other party.

C. **Renewal**. If you are in full compliance with the terms of this Agreement, you will have the right to renew your franchise ("Renewal Term") on the terms and conditions of our most current franchise agreement being utilized by us at the time you renew, which you must sign along with all ancillary agreements required in that franchise agreement. The most current franchise agreement may contain significantly different terms than this Agreement. In any event, we may in our discretion, refuse to renew this Agreement if you have been notified of defaults (even if subsequently cured) under this Agreement more than Two (2) times during the Initial Term or more than Two (2) times during any Renewal Term, even if you are not in default at the time of the renewal. You agree to give us not less than Nine (9) nor more than Twelve (12) months written notice of an election to renew this Agreement, prior to the end of the term. Your failure to give us this notice will be deemed an election not to renew this Agreement. You will also be required to pay us a renewal fee equal to Twenty Percent (20%) of our then-current standard initial franchise fee for a RoofAid Franchise. Additionally, you must update anything required to meet our then current standards in accordance with the provisions of our Brand Standards Manual and must execute a general release, to the extent permitted by applicable law, of any and all claims against us, and our respective owners, officers, directors, employees, agents, successors and assigns arising under or from this Agreement and/or any related agreements between you and us or our Affiliates, or under any applicable law, rule or regulation.

IV. FEES

A. **Initial Franchise Fee**. You must pay us an initial franchise fee upon the signing of the Agreement in the amount of Fifty Thousand Dollars ($50,000) ("Initial Franchise Fee"). The Initial Franchise Fee is not refundable in whole or in part under any circumstances.

B. **Initial Training Fee.** There is no fee for the Initial Training for up to three (3) individuals to attend training. If more than three (3) individuals attend training, then You will be required to pay to Franchisor its then current training fee, currently Five Hundred Dollars ($500) per trainer per day for each additional

individual that attends training, plus costs and expenses. We may increase the training fee up to a maximum of One Thousand and Five Hundred Dollars ($1,500) per person per day, plus our costs and expenses. Franchisee shall be responsible for all expenses incurred by such persons in connection with additional or supplemental training, including, without limitation, all cost of travel, lodging, meals and wages.

C. **Royalty Fee**. You will pay us a continuing monthly royalty fee ranging from Three Percent (3%) to Eight Percent (8%) of Gross Receipts from the preceding month ("Royalty Fee") on or before the 10th day of each month via Electronic Funds Transfer from your bank account ("ETF"). The Royalty Fee is computed as follows:

Prior Year's Total Gross Receipts*	Royalty Fee
$0 - $3,000,000	8%
$3,000,000 - $5,000,000	7%
$5,000,000 - $10,000,000	6%
$10,000,000 - $15,000,000	5%
$15,000,000 - $25,000,000	4%
Over $25,000,000	3%

* If you were in business under a different name in the prior year, you can submit your tax returns and other reasonably requested documents to verify prior year's sales.

D. **Training, Assistance or Refresher Training.** If you request additional training from us or we require you to attend additional training from us, then you will be required to pay to Franchisor its then current training fee, currently Five Hundred Dollars ($500) per trainer per day, plus costs and expenses. We may increase the training fee up to a maximum of One Thousand and Five Hundred Dollars ($1,500) per person per day, plus our costs and expenses. You shall be responsible for all expenses incurred by such persons in connection with additional or supplemental training, including, without limitation, all cost of travel, lodging, meals and wages.

E. **Local Advertising Fee.** You must spend the minimum amount that we require on local advertising. Currently, we do not require a minimum amount of local advertising spend, but reserve the right to require a minimum amount of up to 3% of Gross Receipts on local advertising inside or outside of your Restricted Area. You must submit an annual plan for your local advertising, if we implement a Local Advertising Fee, and we may request verification of your expenditures. If we find that you are not spending the required percentage on local advertising, we may ask you to pay via ETF us a monthly and continuing Local advertising Fee equal to the then current Local Advertising Fee for local advertising we contract for on your behalf ("Local Advertising Fee").

F. **Brand Development Fund Fee**. If and when we establish a Brand Development Fund, you will pay us a monthly Brand Development Fund Fee of up to Three Percent (3%) of Gross Receipts ("Brand Development Fund Fee") on or before the 10th day of each month via ETF.

G. **Technology Bundle Fee**. You will pay us or our designated supplier(s) the then current monthly Technology Bundle Fee on or before the 2nd day of each month via EFT, and which will consisting of our Technology Fee and our Software Fee ("Technology Fee"). Our current Technology Bundle Fee is $800 per month; however we reserve the right to increase the Technology Bundle Fee. The Technology Bundle Fee will range between $800 - $1,500 per month.

H. **Time and Manner of Payments**. Royalty Fees, Advertising Fees, Brand Development Fund

Fees and all other periodic fees due under this Agreement will be paid on the schedule above for each fee, (unless a legal holiday falls on the payment date, in which case the payment will be made on the next day which is not a legal holiday) based on Gross Receipts of the previous payment period. All of these payments will be made via EFT or such other manner which we may designate from time to time. None of these fees are refundable. Any payment or report not received by us on or before the date they are due will be deemed overdue. You will comply with the procedures specified in the Brand Standards Manual or as otherwise communicated for such EFT program and will perform the acts and sign the documents, including authorization forms that we, our bank, and your bank may require to accomplish payment by EFT, including authorizations for us to initiate debit entries and/or credit correction entries to a designated checking or savings account. In addition, you will pay all costs associated with utilizing an EFT payment program. Failure to maintain adequate funds in the designated account or your failure to pay all amounts when due will be considered a breach of this Agreement and grounds for termination. If you fail to timely report to us, in addition to any applicable late charges, we have the right, but not the obligation, to debit from such an account an estimated amount equal to the fees due and payable to us during the most recent period for which we received reports. We have the right to review your sales receipts on a daily basis.

I. **Interest on Late Payments and Late Payment Administrative Fee**. If any amount due to us or our Affiliate is overdue, we have the right to charge interest on the overdue amount equal to the lesser of Two Percent (2%) per month or the maximum legal rate in the jurisdiction where the RoofAid Franchise is located. Our right to interest is in addition to any other remedies that we may have. We will also assess a TWO HUNDRED DOLLAR ($200) Late Payment Administrative Fee for each late payment for our additional administrative burden tied to your late payment(s),

J. **No Right of Offset**. You agree to make prompt payment, without deduction or set-off, of all fees or charges which are properly due. You cannot withhold any payment to us or our Affiliates on the grounds of non-performance by us of any of our obligations hereunder. We have the right to apply any payments by you to any amounts past due regardless of any designation from you.

K. **Under-Reporting**. If it is found that you under-reported Gross Receipts, you will reimburse us for the amount of the fees that would have been due had Gross Receipts been reported accurately, plus interest on those amounts at the rate of the greater of Two Percent (2%) per month or the maximum legal rate in the jurisdiction where the RoofAid Franchise is located. In addition, if the amount of Gross Receipts reported for any calendar year is less than Ninety-Eight Percent (98%) of the actual Gross Receipts for that period, you agree to reimburse us for all costs of the investigation or audit that uncovered the under-reported sales, including salaries, professional fees, travel, meals and lodging.

L. **Late Reporting**. If you fail to send us any report that is due on a weekly basis, we can charge you, to the extent permitted by applicable law, a late report fee of One Hundred Dollars ($100) plus One Hundred Dollars ($100) for each week the reports are late. If you fail to send us a report that is due on a monthly basis, quarterly basis or annual basis, we can charge you, to the extent permitted by law, a late report fee of One Hundred Dollars ($100) plus One Hundred Dollars ($100) for each month your report is late.

M. **Taxes**. You agree to indemnify and/or reimburse us for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the conduct of the RoofAid Franchise's business or the license of any of our intangible property to you (whether required to be paid by us, withheld by you or otherwise). Your obligation to indemnify or reimburse us for these taxes does not extend to income-type taxes which a state or local government imposes on our income.

N. **Inflation Adjustments.** Franchisor and its affiliates reserve the right to increase the amount of any flat or maximum fee provided for hereunder, including, without limitation, the Technology Bundle Fee and Brand Development Fund Fee payments, due Franchisor or an affiliate under this Agreement or a related agreement ("Inflation Adjustment"). An Inflation Adjustment shall be in relation to the changes in the Consumer Price Index (U.S. Average, all items) maintained by the U.S. Department of Labor, the cost-of-living-adjustment ("COLA") using the COLA factors determined by the United States Department of Labor, or such other measure determined reliable by Franchisor. Franchisor will notify Franchisee of the amount or percentage adjustment thirty (30) days prior to their effective date.

V. PROPRIETARY MARKS

A. **Franchisee's Use of the Proprietary Marks.** You may only use only the Proprietary Marks which Franchisor designates and shall use them only in the manner Franchisor authorizes and permits.

B. **Use of Marks.** Franchisee shall use the Proprietary Marks only for the operation of the RoofAid Franchise and only in advertising for the RoofAid Franchise consistent with the System. Franchisee shall use all Proprietary Marks without prefix or suffix and in conjunction with the symbols: "TM", "SM", "S", or "®", as applicable. Franchisee may not use the Proprietary Marks in connection with the offer or sale of any products which Franchisor has not authorized for use in connection with the System. Franchisee may not use the Proprietary Marks as part of Franchisee's corporate or other legal name, or in any internet domain name or website, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form. Franchisee's corporate name and all fictitious names under which Franchisee proposes to do business must be approved by Franchisor in writing before use. Franchisee must promptly register at the office of the county in which the RoofAid Franchise is located, or such other public office as provided for by the laws of the state in which the RoofAid Franchise is located, as doing business under such assumed business name.

C. **Identification as Independent Contractor.** Franchisee must identify itself as the owner of the RoofAid Franchise (in the manner Franchisor prescribes) in conjunction with any use of the Proprietary Marks including, without limitation, on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations as Franchisor may designate in writing. Franchisee must use Franchisee's corporate or limited liability company name either alone or followed by the initials "D/B/A" and the business name "RoofAid", along with any additional designation as assigned by Franchisor.

D. **Authorized Use of Proprietary Marks.** Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights. Any unauthorized use of the mark in advertising or elsewhere may be subject to an Unauthorized Advertising Fee of $1,000.

E. **Franchisee may not obligate Franchisor.** Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on Franchisor's behalf.

F. **Franchisee Obligation to Assist in Restricted Proprietary Marks.** Franchisee shall execute all documents Franchisor deems necessary to obtain protection for the Proprietary Marks or to maintain the Proprietary Marks continued validity and enforceability. Franchisee must promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor's ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Proprietary Marks. Franchisee acknowledges that Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Franchisor shall defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks. If Franchisor, in Franchisor's sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, Franchisor shall bear the cost of such defense, including the cost of any judgment or settlement. If Franchisor, in Franchisor's sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, Franchisee shall bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee shall execute any and all documents and do such acts as may, in Franchisor's opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for Franchisee's out-of-pocket costs in performing such acts.

G. **Franchisee's Acknowledgement of Franchisor's Rights the Proprietary Marks.** Franchisee expressly understands and acknowledges:

1. Franchisor owns all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and Franchisor has the right to use, and license others to use, the Proprietary Marks.

2. The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System.

3. During the term of the Franchise and after the expiration or termination of the Franchise, Franchisee shall not directly or indirectly contest the validity of, or Franchisor's ownership of, or right to use and to license others to use, the Proprietary Marks.

4. Franchisee's use of the Proprietary Marks does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks.

5. Any and all goodwill arising from Franchisee's use of the Proprietary Marks shall inure solely and exclusively to Franchisor's benefit; and upon expiration or termination of the Franchise, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks.

6. The license of the Proprietary Marks granted to Franchisee hereunder is non-exclusive and Franchisor retains the right, among others: (i) to use the Proprietary Marks itself in connection with selling services and products; (ii) to grant other licenses for the Proprietary Marks; and (iii) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to Franchisee.

7. Franchisor reserves the right, in Franchisor's sole discretion, to substitute different Proprietary Marks for use in identifying the System and the businesses operating under the System. Franchisee shall discontinue using all Proprietary Marks which Franchisor has modified or discontinued within 10 days after receiving written notice from Franchisor and, at Franchisee's sole cost and expense, shall promptly begin using such additional, modified or substituted Proprietary Marks.

VI. FRANCHISOR'S OBLIGATIONS

A. **Brand Standards Manual**. Franchisor will loan Franchisee one copy of Franchisor's proprietary and confidential operations and training manuals (collectively, "Brand Standards Manual") in electronic format. Franchisee shall operate the RoofAid Franchise in strict compliance with the Brand Standards Manual, as they may be reasonably changed from time to time. The Brand Standards Manual shall remain confidential and Franchisor's exclusive property, the contents of which are Restricted by the copyright law of the United States. Franchisee shall not disclose, duplicate or make any unauthorized use of any portion of the Brand Standards Manual to any person or entity not affiliated with Franchisor, and shall not duplicate, copy, reproduce or alter the Brand Standards Manual in any way. A violation of Franchisor's copyright will be punishable to the maximum extent permitted by law. The provisions of the Brand Standards Manual constitute provisions of this Agreement as if fully set forth herein. Franchisee shall ensure that Franchisee's copy of the Brand Standards Manual is current and up to date. Franchisor reserves the right to post updates or revised versions of the Brand Standards Manual on its secure intranet, accessible only to Franchisor and its franchisees, and to require Franchisee to download such updated versions. If Franchisee requests a copy in an alternate format or a replacement hard copy of the Brand Standards Manual, Franchisor will provide an alternate or replacement copy for Franchisor's then-current fee. If there is a dispute relating to the contents of the Brand Standards Manual, the master copy which Franchisor maintains at Franchisor's corporate headquarters will control.

B. **Start-up and Ongoing Inventory and Supplies**. Franchisor will provide specifications for and designate sources of supply from which Franchisee agrees to purchase inventory, goods and supplies necessary

for the start-up and ongoing operations of the RoofAid Franchise.

C. **Franchise Onboarding Orientation**. Franchisor or its designee will conduct the franchise onboarding orientation at its headquarters or via webinar for Franchisee within 30 days after the signing this Agreement, or at a time designated by Franchisor. All expenses incurred by Franchisee and its personnel in attending the franchise onboarding orientation, including, without limitation, the travel, lodging and meal expenses of Franchisee's personnel, and the salaries of Franchisee's personnel, shall be the sole responsibility of Franchisee. If a Franchisee fails to attend the franchise onboarding orientation, Franchisee must attend the franchise onboarding orientation at a time as prescribed by Franchisor.

D. **Grand Opening Advertising**. Franchisee must conduct an opening advertising program for the RoofAid Franchise in the two weeks prior to, and during the first month of opening the RoofAid Franchise ("Grand Opening Advertising Program"). Franchisee must use the media and advertising formats designated by Franchisor. If Franchisee fails to conduct the Grand Opening Advertising Program as required by Franchisor, Franchisor reserves the right withhold approval for Franchisee to open the RoofAid Franchise if Franchisee fails to conduct the Grand Opening Advertising Program as required by Franchisor, Franchisor may, at its sole discretion, elect to terminate the Franchise.

E. **Opening Assistance**. Within the first month of operations, Franchisor shall assist Franchisee in conducting required training. Franchisee shall cooperate fully with Franchisor in conducting such training, as described in the Brand Standards Manual or otherwise in writing by Franchisor. We will assist Franchisee in establishing and standardizing procedures and techniques essential to the operation of the RoofAid Franchise. Should Franchisee request additional assistance from Franchisor during the opening, and should Franchisor, in its discretion, deem it necessary, feasible and appropriate to comply with the request, Franchisee shall reimburse Franchisor for Franchisor's expenses in providing such additional assistance at Franchisor's then-current rate.

F. **Ongoing Assistance**. Franchisor will provide Franchisee continuing consultation and advice as Franchisor deems necessary and appropriate regarding the management and operation of the RoofAid Franchise. Franchisor will provide such assistance, in Franchisor's discretion, by telephone, intranet communication and on-site visits. Franchisee may request additional on-site assistance from Franchisor at the then-current daily training rate which is currently FIVE HUNDRED DOLLARS ($500) per trainer per day after the third month of operations.

G. **Toll Free Telephone Number**. Franchisor has the right, but not the obligation, to establish and maintain a toll-free telephone number for the purpose of accepting and confirming customer orders nationwide, customer service, and customer follow-up and satisfaction surveys. If Franchisor establishes a toll-free number, Franchisee must comply with Franchisor's procedures for implementing the nationwide service as Franchisor specifies in the Brand Standards Manual or otherwise in writing, and Franchisee may be required to pay a fee related to the establishment, operation and maintenance of the toll-free telephone number.

H. **Annual Convention**. Franchisor may, in Franchisor's discretion, hold an Annual Convention at a location to be selected by Franchisor. Franchisor shall determine the topics and agenda for the Annual Convention to serve the purpose among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and Franchisor's personnel regarding RoofAid Franchise operations and programs, and recognizing franchisees for their achievements. Franchisee is required to attend the Annual Convention. All expenses, including Franchisee's and its attendees' transportation to and from the Annual Convention, and its and their lodging, meals and salaries during the Annual Convention, are Franchisee's sole responsibility. Franchisor or its designee may use expenditures from the Brand Development Fund for purposes related to the Annual Convention, including costs related to production, programs, and materials. Franchisee's failure to attend any Annual Convention will result in the payment of a ONE THOUSAND DOLLARS ($1,000) penalty fee to Franchisor by electronic funds transfer, in Franchisor's sole discretion.

VII. FRANCHISEE'S OBLIGATIONS

A. **Location and Lease Approval.** Franchisee may secure real estate, by purchase or lease, for the operation of the RoofAid Franchise. Franchisor's approval of a Lease shall be conditioned upon Franchisee and Franchisee's landlord's execution of a Lease Option Agreement as well as the inclusion in the Lease of terms acceptable to Franchisor. At Franchisor's option, any lease for the RoofAid Franchise ("the Lease") will be required to contain certain provisions, including, but not limited to:

1. A provision expressly prohibiting Franchisee from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the Lease without Franchisor's prior written consent.

2. A provision which expressly requires the lessor to provide Franchisor all sales and other information the lessor may have related to the operation of the RoofAid Franchise, as Franchisor may request.

3. A provision which requires the lessor to concurrently provide Franchisor with a copy of any written notice of default under the Lease sent to Franchisee and which grants to Franchisor, in its sole discretion, the right (but not the obligation) to enter the premises to make modifications necessary, in Franchisor's sole discretion, to protect the Proprietary Marks or the System or to cure any default: (i) under the Lease within 15 business days after the expiration of the period in which Franchisee had to cure any such default should Franchisee fail to do so; or (ii) under this Agreement.

4. A provision which evidences the right of Franchisee to display the Proprietary Marks and signage in accordance with the specifications required by the Brand Standards Manual, subject only to the provisions of applicable law.

5. A provision that the premises be used solely for the operation of the RoofAid Franchise.

6. A provision which expressly states that any default under the Lease shall constitute a default under this Agreement, and any default under this Agreement shall constitute a default under the Lease.

7. A provision specifically approving Franchisor's signage specifications.

B. **Post Location Approval**. After obtaining possession of the real estate, Franchisee shall, at Franchisee's expense, promptly:

1. Obtain all required, building, utility, and sign permits and licenses, and any other required permits and licenses.

2. Purchase or lease equipment, fixtures, furniture and signs as provided herein.

3. Complete the construction and/or remodeling, equipment, fixtures, furniture and sign installation and decorating of the RoofAid Franchise in full and strict compliance with plans and specifications approved by Franchisor, and all applicable ordinances, building codes, permit requirements and the Americans with Disabilities Act;

4. Obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services; and

5. Otherwise, complete development of and have the RoofAid Franchise ready to open and commence the conduct of its business in accordance with this Agreement, or within 60 days after receiving possession of the real estate, whichever is earlier.

C. **Appearance and Construction**. The RoofAid Franchise shall conform to Franchisor's standards and specifications. Franchisee is solely responsible for the of complete architectural and working drawings necessary to complete construction and/or buildout at the Accepted Location (the "Plans"). Franchisee

must select a qualified general contractor with the assistance of its local architect, to construct and/or build out the RoofAid Franchise. Franchisee's qualified, licensed contractor must construct Franchisee's location in conformance with the Plans provided by Franchisee's local architect. Franchisor requires periodic updates from Franchisee's general contractor to ensure compliance. Franchisor's final approval is required to open the RoofAid Franchise.

D. **Personnel.** Franchisee, or one of its owners, must serve as manager of the franchise unless another manager is approved in writing by Franchisor and the new manager completes the training. Franchisee is also required to engage at least one sales representative, at least one technician and at least one administrative assistant/bookkeeper (which may be part-time during the first 12 months of this Agreement,) or take on those roles personally.

E. **Training**. Franchisee (or Franchisee's principal, as applicable) and Franchisee's Manager must attend, and successfully complete Franchisor's initial training program as set forth in this Agreement.

F. **Opening Requirements**. Franchisee must commence operation of the RoofAid Franchise within ninety (90) days after signing this Agreement (the "Required Opening Date"). Franchisee may not open the RoofAid Franchise unless Franchisee receives Franchisor's prior written approval.

G. **Pre-Opening Purchases.** Franchisee is required to purchase the necessary equipment and materials to operate your RoofAid Franchise if Franchisee does not own the necessary equipment and materials when you execute this Agreement. The equipment and materials are outlined in our Brand Standards Manual and include but are not limited to a truck that is less than five years old and a computer capable of running all of the software in our Technology Bundle.

H. **Purchasing Requirements.**

1. Compliance with Standards and Specifications. Franchisee acknowledges and agrees that Franchisee's obligations set forth in this Agreement and the Brand Standards Manual are necessary for the operation of the RoofAid Franchise and to maintain uniformity throughout the System. Franchisee shall adhere to the standards and specifications set forth in this Agreement and the Brand Standards Manual and any revisions or amendments to them. Franchisee shall use signs, supplies, equipment and inventory which comply with Franchisor's then-current standards and specifications (including, without limitation, standards and specifications for products, services, equipment, furnishings, audio and video materials, fixtures and signage) which Franchisor establishes from time to time. Franchisor has the right to change Franchisor's standards and specifications in Franchisor's sole discretion. Franchisee acknowledges that Franchisee may incur an increased cost to comply with such changes at Franchisee's expense. Franchisor may, in Franchisor's sole discretion, waive or modify any obligation of other System franchisees under any agreement and no such waiver or modification shall obligate Franchisor to grant a similar waiver or modification to Franchisee.

2. Designated and Approved Suppliers. Recognizing that preservation of the System depends upon product and service uniformity and the maintenance of Franchisor's trade dress, Franchisee agrees to purchase certain signs, furnishings, supplies, fixtures, equipment, inventory and other items, and certain services from approved or designated third-party suppliers as Franchisor shall specify, from time to time, in the Brand Standards Manual and otherwise in writing. Franchisee hereby acknowledges that Franchisor, Franchisor's affiliate and/or a third-party may be one of several, or the only, approved supplier of any item or service. Franchisee further acknowledges and agrees that Franchisor and/or Franchisor's affiliates may and have the right to realize a profit on any item or service that Franchisor, Franchisor's affiliate or an approved supplier supplies to Franchisee.

3. System Suppliers. Franchisor may establish business relationships, from time to time, with suppliers who may produce, among other things, certain furnishings, supplies, fixtures, equipment, inventory, and other items, and certain services, according to Franchisor's standards and specifications, or private label goods which Franchisor has authorized and prescribed for sale by System franchisees ("System Suppliers"). Franchisee recognizes that such items and services are essential to the operation

of the RoofAid Franchise and to the System generally. Franchisee further recognizes that Franchisee's failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System which may result in other System franchisees' inability to obtain items or services or ability to obtain items or services only on less favorable credit terms. Accordingly, Franchisee agrees to pay System Suppliers as and when due.

I. **Authorized Services and Products**. Franchisee shall offer for sale all services and products which Franchisor. Franchisee may not offer any other services or products for sale, rent or lease without having received Franchisor's prior written authorization. Franchisee shall at all times maintain a sufficient inventory supplies and other products of the type, quantity and quality specified in the Brand Standards Manual, to adequately satisfy consumer demand. Franchisee must offer and sell all current and future private label products which Franchisor designates for sale by System franchisees.

J. **Operations.**

1. Franchisee must operate the RoofAid Franchise for at least those months, days and hours that Franchisor specifies in the Brand Standards Manual or otherwise in writing.

2. Franchisee's personnel must give prompt, courteous and efficient service to the public and otherwise operate the RoofAid Franchise so as to preserve, maintain and enhance the reputation and goodwill of the System.

3. In order to ensure that all work performed by Franchisee meet Franchisor's high standards and in order to protect Franchisor's goodwill, Proprietary Marks**,** Proprietary Trademarked Products, all services shall be by properly trained personnel strictly in accordance with Franchisor's techniques, processes, and the Brand Standards Manual, and shall be sold in conformity with Franchisor's marketing plan and concept. Franchisee acknowledges that such techniques and processes are integral to the System and failure to strictly adhere to such techniques and processes shall be detrimental to the System and Proprietary Marks and shall constitute a default of this Agreement.

4. Franchisee shall maintain a sufficient number of qualified, trained and competent personnel to offer prompt, courteous and efficient service to the public, and otherwise to operate the RoofAid Franchise in compliance with the System, so as to preserve, maintain and enhance the reputation and goodwill of the System. Franchisee shall ensure to follow the Brand Standards Manual as it relates dress code and our other brand standards.

5. Franchisee agrees to operate the RoofAid Franchise in accordance with the Brand Standards Manual. Franchisee shall train and supervise its personnel, initially and on a continuing basis, in accordance with the Brand Standards Manual. The Brand Standards Manual shall set forth the practices, procedures and methods to be utilized in the RoofAid Franchise, and Franchisor may require Franchisee to conform Franchisee's practices with national programs.

6. Franchisee (or at least one of Franchisee's principals if Franchisee is a corporation, company or partnership) must devote personal full-time attention and best efforts to the management and operation of the RoofAid Franchise (the "Manager"). The Manager must successfully complete Franchisor's initial training program before assuming any managerial responsibility. The Manager must have full authority to act on Franchisee's behalf in Franchisee's dealings with Franchisor. Franchisee shall keep Franchisor informed at all times of the identity of any person acting as the Manager of the RoofAid Franchise. The Manager shall devote full time and best efforts to the day-to-day supervision of the operation of the RoofAid Franchise. In the event that a Manager resigns or is otherwise terminated from the RoofAid Franchise, Franchisee shall hire a replacement Manager who meets Franchisor's then-current standards for Managers within 60 days after resignation or termination of the prior Manager. The new Manager must complete initial training to Franchisor's satisfaction within 30 days after hiring, subject to the availability of Franchisor's training personnel.

7. Franchisee must at all times maintain such working capital as may be reasonably

necessary to enable Franchisee to properly and fully carry out and perform all of Franchisee's duties, obligations and responsibilities hereunder.

8. Franchisee shall have the right to set prices provided that, subject to applicable antitrust laws, such pricing: (1) complies with any minimum or maximum prices set by Franchisor; and (2) complies with any prices specified by Franchisor; and (3) conforms to any bona fide promotional or membership programs or national or regional accounts programs periodically established by Franchisor. Franchisor retains the right to modify its pricing policies from time to time in its sole discretion. Franchisor specifically reserves the right, in its sole discretion and as it may deem in the best interests of Franchisee or the System, to vary pricing standards and policies within the Franchised Business or any other RoofAid business in the System based upon peculiarities of particular location or circumstances, including, but not limited to, density of population and other demographic factors, size of a franchisee's territory, business practices or customs, cost of a franchisee's rent or mortgage payments, or any other condition which Franchisor deems to be of importance to the operation of such RoofAid business or the System. Franchisee acknowledges that because of these factors and others, there may be variations from standard pricing policies and practices throughout the System and that Franchisee shall not be entitled to require Franchisor to grant like or similar variations or privileges to Franchisee. Franchisee must provide to Franchisor a price list containing all of the prices charged for the products supplied by the Franchised Business upon request.

K. **Site Inspection**. Franchisee agrees, that in order to maintain the high quality and uniform standards associated with the System and to protect its goodwill and reputation, to permit Franchisor during business hours, to inspect the RoofAid Franchise location, confer with Franchisee and Franchisee's personnel and customers, check inventories, monitor procedures and perform any other inspection which Franchisor deems necessary to protect the standards of quality and uniformity of the System and Franchisee's performance under this Agreement. Any feedback, coaching or recommendations given by Franchisor to any personnel of the RoofAid Franchise during any inspection will be informational and non-mandatory. Franchisee is obligated to make changes to Franchisee's operations based upon any inspections by Franchisor and to immediately remove any item which does not conform to Franchisor's specifications and/or standards. Franchisor may, at Franchisee's expense, remove any item which does not conform to Franchisor's standards and/or specifications.

L. **Minimum Sales Requirement.** Franchisee shall install or replace on average over a twelve (12) month period, at least two (2) roof per calendar month commencing in the fourth (4^{th}) month after execution of this Agreement.

M. **Continuous Operation.** Franchisee shall operate its RoofAid Franchise continuously throughout the term of this Agreement and any renewals thereto and may not fail to operate its RoofAid Franchise for more than fourteen (14) days continuously or more than thirty (30) days in any twelve (12) month period.

N. **Computer Software and Hardware**. Franchisee shall purchase and use any and all computer software programs ("Software") which Franchisor has developed or may develop and/or designate for use for the System and shall purchase such computer hardware as may be necessary for the efficient operation of the Software, including but not limited to a customer relationship management software (CRM), QuickBooks or other accounting or bookkeeping software, estimating software and bidding software. Franchisee shall add Franchisor as a user of such software as Franchisor may designate and under the appropriate user status as Franchisor may designate from time to time. Franchisor has the right to require Franchisee to update or upgrade computer hardware components and/or Software as Franchisor deems necessary from time to time but not more than one time per calendar year. In addition, Franchisor has the right to require Franchisee to enter into a separate maintenance agreement for such computer hardware and/or Software. Franchisor reserves the right to require Franchisee to install a "systems backup solution" which backs up critical data in Franchisee's computer system using an off-premises storage scheme. Franchisee will have the sole and complete responsibility for: (i) the acquisition, operation, maintenance and upgrading of the computer hardware and Software; and (ii) any and all consequences that may arise if the computer hardware and Software is not properly operated, maintained and

upgraded, including but not limited to PCI compliance for the handling of customer's personal information. To the extent that the Software supports modules for personnel-related functions, such as employee timekeeping, employee scheduling or payroll processing, Franchisee shall have the option to use those modules, to use alternate software to handle those functions, or to handle those functions in any other manner that Franchisee chooses.

1. If and at such time Franchisor develops and custom designs a software program for conducting accounting, inventory and point-of-sale functions and related activities ("Proprietary Software Program") or engages a third-party to perform such services ("Third-Party Software Program"), Franchisee, at Franchisee's own expense, agrees to obtain the computer hardware required to implement the Proprietary Software Program or the Third-Party Software Program into the RoofAid Franchise, and to comply with all standards and specifications prescribed by Franchisor regarding the Proprietary Software Program or the Third-Party Software Program as provided from time to time in the Brand Standards Manual. The Proprietary Software Program will be deemed Confidential Information. It is possible that Franchisor might not be able to alter the Proprietary Software Program to accommodate each and every franchisee of the System, and therefore, at such time that Franchisor requires the implementation of such Proprietary Software Program, Franchisee shall only utilize the Proprietary Software Program as prescribed by Franchisor. To the extent that the Proprietary Software Program or the Third-Party Software Program supports modules for personnel-related functions, such as employee timekeeping, employee scheduling or payroll processing, Franchisee shall have the option to use those modules, to use alternate software to handle those functions, or to handle those functions in any other manner that Franchisee chooses. Franchisor reserves the right to require Franchisee to download Proprietary Software Program or Third-Party Software Program upgrades from Franchisor's intranet system or from such third-party, as Franchisor deems necessary. Franchisor also reserves the right to require Franchisee to utilize Franchisor's private and secured computer communications network utilizing broadband Internet Protocol (IP) based technologies. At such time when the network is deployed, Franchisee will be required to install the necessary hardware and/or software to connect to the private network at Franchisee's sole expense.

2. Franchisee is required to maintain broadband internet access and an email address for purposes of communicating with Franchisor. If broadband internet access is unavailable to Franchisee, Franchisee shall provide alternate internet access acceptable to Franchisor. Franchisor reserves the right to create, at its sole discretion, a proprietary email service to facilitate communications with System franchisees. At such time, Franchisee will be required to utilize such email service in the manner Franchisor prescribed in the Brand Standards Manual or otherwise in writing at Franchisee's sole expense.

3. Franchisee agrees not to tamper or alter any system-wide computer network, intranet system, extranet system, hardware, Software or Proprietary Software Program without the prior written authorization of Franchisor. In addition to Franchisor's right to terminate the Franchise pursuant to this Agreement, Franchisee agrees to indemnify Franchisor from all costs incurred as a result of Franchisee's tampering or altering any system-wide computer network, intranet system, extranet system, hardware, Software or Proprietary Software Program, regardless of if Franchisee receives prior approval from Franchisor.

O. **System-Wide Computer Network, Private Internet System or Extranet Participation**. Franchisee is required to participate in any system-wide computer network, private internet system or extranet system that Franchisor implements and may be required by Franchisor to use such system-wide computer network, private internet system or extranet system to, among other things: (i) submit Franchisee's reports due under this Agreement to Franchisor on-line; (ii); (ii) participate in on-line ordering through our third-party vendor; (iv) view and print portions of the Brand Standards Manual; (v) download approved local advertising materials; (vi) communicate with Franchisor and other System franchisees; (vii) allow Franchisor to view Franchisee's Quickbooks reports and transactions, and (viii) receive training materials. Franchisee will be required to install the necessary computer hardware and/or software to utilize any system that Franchisor

implements. Franchisee may be required to upgrade or update Franchisee's network connection upon Franchisor's request, no more frequently than annually, without any limitation to cost. Franchisee agrees to use any such system-wide computer network, private internet system or extranet system in strict compliance with the standards, protocols and restrictions that Franchisor included in the Brand Standards Manual, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. Franchisee is not authorized to share Franchisee's password to the private internet site, nor is Franchisee authorized to share any of the content of the site, with anyone else.

P. **Internet Website**. Franchisee shall not establish or maintain a website, or otherwise maintain a presence or advertise on the internet or any other public computer network, in connection with the RoofAid Franchise, outside of those that are approved and/or provided in the agreement, unless Franchisee receives written authorized by the Franchisor.

Q. **Personal Conduct**. Franchisee agrees to refrain from committing any act or pursuing any course of conduct that tends to bring RoofAid, RoofAid's reputation or the Proprietary Marks into disrepute.

R. **Best Efforts**. Franchisee must use best efforts to promote and increase the demand for the goods and services of the RoofAid Franchise. All of Franchisee's advertising and promotion shall be completely factual and shall conform to the highest standards of ethical advertising. Franchisee agrees to refrain from any business or advertising practice which may be injurious to the RoofAid Franchise, other RoofAid Franchisees, or the goodwill associated with the Proprietary Marks and System.

S. **Telephone and Internet Listings**. Franchisee must obtain a new telephone number, telephone listing, Google Business information and other advertising required by the Brand Standards Manual at Franchisee's expense, to be listed under the "RoofAid" name and not under Franchisee's corporate, partnership, or individual name, to be used exclusively in connection with Franchisee's operation of the RoofAid Franchise. Upon the expiration, transfer or termination of the Franchise for any reason, Franchisee shall terminate Franchisee's use of such telephone number and all listings and assign the same to Franchisor or Franchisor's designee. Franchisee must answer the telephone in the manner Franchisor specifies in the Brand Standards Manual.

T. **Payment of Debts**. Franchisee is solely responsible for selecting, retaining; paying all invoices for the purchase of goods for use in the RoofAid Franchise; and determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the conduct of the RoofAid Franchise. Franchisee agrees to pay all current obligations and liabilities to suppliers, lessors and creditors on a timely basis. Franchisee agrees to indemnify Franchisor in the event that Franchisor is held responsible for debts owed by Franchisee if Franchisor elects to pay any of Franchisee's obligations in order to preserve the relationship between System Suppliers and System franchisees. Franchisee agrees to make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, personal property and real estate taxes arising from Franchisee's operation of the RoofAid Franchise. Franchisee agrees to indemnify Franchisor in the event that Franchisor is held responsible for these taxes.

U. **Compliance with Applicable Laws**. Franchisee must comply with all applicable federal, state and local laws, ordinances and regulations regarding the construction and operation of the RoofAid Franchise, including federal laws such as the Fair Labor Standards Act, National Labor Relations Act and Americans with Disabilities Act; and laws, ordinances and regulations governing matters such as occupational hazards and health, zoning, construction, business licensing, health and safety, minimum wages, overtime, working conditions, workers' compensation insurance, unemployment insurance, consumer protection, trade regulation, environmental protection, and the withholding and payment of income, social security, sales, use and property taxes.

V. **Confidential Information**. Franchisee must maintain the confidentiality of all Confidential Information as set forth in this Agreement.

W. **Image**. Franchisee acknowledges that Franchisor has developed the System to offer and sell services and products which will distinguish the RoofAid Franchise from its competition. Franchisee agrees to offer services and products and to operate the RoofAid Franchise in such a manner that will serve to emulate and enhance the image Franchisor intended for the System. Franchisee further acknowledges and agrees that each aspect of the System is important not only to Franchisee but also to Franchisor and to other RoofAid Franchisees in order to maintain the highest operating standards, achieve system-wide uniformity and increase the demand for the products sold and services rendered by RoofAid Franchisees. Franchisee agrees to comply with the standards and specifications Franchisor sets forth in order to uniformly convey the distinctive image of a RoofAid Franchise.

X. **Pending Actions**. Franchisee shall notify Franchisor, in writing, within 5 days after the commencement of any action, suit or proceeding and the issuance of any order, suit or proceeding of any court, agency or other government instrumentality, including the receipt of any notice or citation, which may adversely affect the operation or financial condition of Franchisee, the RoofAid Franchise or the System.

Y. **Standard Maintenance**. Franchisee agrees to repair, refinish, repaint, rewrap and/or otherwise redo the RoofAid Franchise's signs, furnishings, fixtures, equipment, and any other tangible part or property of the RoofAid Franchise at Franchisee's sole expense at such times as Franchisor may reasonably direct. Franchisee agrees that Franchisor has the right to direct Franchisee to remodel, re-equip, and otherwise refurbish the RoofAid Franchise in the manner necessary to bring it into conformance with other RoofAid Franchisees of the type of Franchisor and RoofAid's franchisees are opening at the time of such direction.

Z. **Credit Reports and Lien Searches**. During the term of the Franchise, and any renewal term, Franchisor may, in its sole and absolute discretion, perform or obtain credit reports, lien searches or other background searches on Franchisee or Franchisee's principals that Franchisor shall deem appropriate. Franchisee hereby consents to Franchisor performing or obtaining credit reports, lien searches or other background searches and shall cooperate with Franchisor in conducting or obtaining any credit report, lien search or background checks. Franchisor will provide Franchisee with a copy of any report upon Franchisee's written request.

AA. **Customer Dispute Resolution**. Franchisee acknowledges Franchisor's philosophy that exceeding customers' expectations is essential to Franchisee's success as well as the reputation and success of the System and other RoofAid Franchisees. Accordingly, Franchisee agrees to: (i) use its best efforts to ensure the complete satisfaction of each of Franchisee's customers; (ii) respond to customer complaints in a courteous, prompt, and professional manner; (iii) use its best efforts to promptly and fairly resolve customer disputes; and (iv) within twenty-four (24) hours of receiving a request from Franchisor, provide Franchisor a written summary of the dispute. If Franchisee fails to resolve a dispute with a customer to Franchisor's standards, Franchisor, in its sole discretion and for the sole purpose of protecting the goodwill and reputation of the System and the Marks, may (but shall not be obligated to) investigate the matter and take such action as Franchisor may deem necessary or appropriate to resolve the dispute fairly and promptly, including, but not limited to, the issuance of a refund on Franchisee's behalf. Within ten (10) days after receiving notice thereof, Franchisee shall pay to Franchisor a Client Complaint Resolution Fee, in the amount set forth in the Brand Standards Manual, as well any amounts refunded to a customer on Franchisee's behalf. **Franchisee hereby authorizes Franchisor to take payment of the Client Complaint Resolution Fee and any refunded amounts, at Franchisor's option, through electronic funds transfer or ACH payment.** Nothing contained in this Section, or any other provision of this Agreement shall be construed to impose liability upon Franchisor to any third party for any action by or obligation of Franchisee.

BB. **Critical Operations Standards**. Franchisor has established certain critical operations standards, as set forth in the Brand Standards Manual. Franchisee acknowledges that any deviation from a critical operations standard constitutes a violation of this Agreement and will require Franchisor to incur incalculable administrative and management costs to address such violation. Accordingly, Franchisee agrees that, to compensate Franchisor for its incalculable administrative and management costs due to Franchisee's critical operations standard violation, Franchisee shall pay Franchisor a Critical Operations Standard Violation Fee, Currently ONE THOUSAND DOLLARS ($1,000) based upon the violation, as set forth in the Brand Standards

Manual, for each violation of a critical operations standard. **Franchisee hereby authorizes Franchisor to take payment of the Critical Operations Standard Violation Fee, at Franchisor's option, through electronic funds transfer or ACH payment.** Franchisor need not give Franchisee a cure opportunity before charging the Critical Operations Standard Violation Fee, and Franchisor's imposition of a Critical Operations Standard Violation Fee does not preclude Franchisor from seeking injunctive relief to restrain any subsequent or continuing violation, formally defaulting and terminating this Agreement or exercising any of Franchisor's rights under this Agreement.

CC. **Promotional Requirements; Membership Programs**. Franchisor has the right to require Franchisee to participate in membership programs, loyalty programs, national, regional, and local giveaways and promotions. Franchisee may be required to provide free or discounted items or other free or discounted products or services as a result of such membership programs, loyalty programs, and giveaways or promotions. Franchisor is not required to reimburse Franchisee for Franchisee's costs and expenses incurred as a result of these membership programs, loyalty programs, giveaways and promotions. Franchisee must honor coupons or memberships sold or distributed by other RoofAid businesses if required by Franchisor. This may mean that Franchisee is obligated to provide services to customers in accordance with the terms of the program, even if the Franchised Business is not the customer's home location, and may be required to provide reimbursement to other RoofAid businesses. Franchisee must not issue or offer any membership, loyalty, or similar program without Franchisor's prior approval. Franchisee must sell, issue, redeem, and honor membership, loyalty program incentives, and promotions Franchisor requires in accordance with Franchisor's procedures and policies.

VIII. TRAINING

A. **Initial Training Program**. Within the first 30 days of operations of the RoofAid Franchise, Franchisor shall make initial training available to up to three (3) individuals, including Franchisee and two (2) supporting associates. If Franchisee is a partnership, corporation or limited liability company, at least 1 of the trainees must be Franchisee's general partner, principal shareholder, or manager as appropriate. The required training consists primarily of practical experience, including training in financial controls and general bookkeeping procedures, service and operational techniques, marketing and advertising techniques, maintenance procedures, and maintenance of quality standards. All training shall be held either at a site designated by Franchisor, virtually through on-screen meetings, or at their location through the usage of our LMS. All training-related expenses, including Franchisee's and its trainees' transportation to and from the training site, and lodging, meals, uniforms and salaries during training, are Franchisee's sole responsibility. Franchisee and its management personnel shall attend and complete Franchisor's initial training program to Franchisor's satisfaction at least prior to the opening of the RoofAid Franchise.

B. **Successful Training Required; Training Materials for Franchisee's Personnel.** Should Franchisee or Franchisee's management personnel fail to complete the initial training program to Franchisor's satisfaction, the respective person(s) may repeat the course, or in the case of a management personnel, Franchisee may send a replacement (the "Replacement Personnel") to the next available initial training program at a site designated by Franchisor for Franchisor's then-current training fee as published in the Brand Standards Manual or otherwise designated in writing. Failure by Franchisee, management personnel or any Replacement Personnel to complete the initial training program to Franchisor's satisfaction is a cause for termination of the Franchise. Franchisor will provide Franchisee with training materials for Franchisee to use in training Franchisee's personnel. Updated training materials will be provided to Franchisee by Franchisor as they are developed. All training materials provided to Franchisee by Franchisor shall at all times remain Franchisor's property, and Franchisee agrees not to challenge Franchisor's or Franchisor's affiliates' title or rights in or to the training materials. Franchisee may not make any disclosure, duplication or other unauthorized use of any portion of the training materials.

C. **Additional Training.** Franchisor from time to time may provide refresher training programs or seminars, and if it does, may require that previously trained and experienced franchisees, their managers and/or management personnel attend and successfully complete such refresher training programs or seminars, to be conducted at Franchisor's headquarters or at such other place as Franchisor shall designate. Attendance at such

refresher training programs or seminars shall be at Franchisee's sole expense, provided, however, that attendance shall not be required at more than 4 such programs in any calendar year, which shall not collectively exceed 8 business days in duration during any calendar year.

D. **Fee for Missing Scheduled Training.** Franchisee will pay Franchisor, by electronic funds transfer, a cancellation fee of $200 per person, per class, plus any travel or related fees for any cancellation or failure to attend any previously agreed-upon training program session.

IX. INSURANCE

A. **Insurance**. Franchisee agrees to procure and maintain public liability insurance, property damage insurance and workers' compensation insurance as required by Franchisor, and any insurance required by law, covering the operation and location of the RoofAid Franchise, from insurance carriers reasonably acceptable to Franchisor. Currently, Franchisee must maintain liability Insurance which includes General Liability Coverage in a minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate limit. General Liability coverage must include Hired and Non-Owned Auto Coverage in a minimum limit of $1,000,000. Franchisee must purchase commercial auto insurance for Franchisee's company vehicles. Insurance carriers must be approved by the Franchisor in advance and in writing. Franchisor's acceptance of an insurance carrier does not constitute Franchisor's representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. Franchisee agrees to carry such insurance as may be required by the Franchisee's landlord, lenders or equipment lessors and such workers' compensation insurance as may be required by applicable law. Except for Franchisee's workers' compensation insurance policy, Franchisee shall add Franchisor to all insurance policies as an additional insured, the cost of which will be paid by Franchisee. No insurance policy will be subject to cancellation, termination, nonrenewal or material modification, except upon at least 30 calendar days' prior written notice from the insurance carrier to Franchisor. Franchisee must submit a certification of insurance which demonstrates compliance with this Section. If Franchisee fails to comply with the minimum insurance requirements set forth herein, Franchisor has the right to obtain such insurance and keep same in force and effect and Franchisee shall pay Franchisor, on demand, the premium cost thereof and administrative costs of 18% in connection with Franchisor's obtaining the insurance. Franchisor has the right to increase or otherwise modify the minimum insurance requirements upon 30 days prior written notice to Franchisee, and Franchisee shall comply with any such modification within the time specified in said notice.

B. **Waiver of Subrogation**. To the extent permitted by applicable law, all policies of insurance carried and maintained pursuant to this Agreement shall contain, or be endorsed to contain, a provision whereby the Franchisee thereunder waives all rights of subrogation against Franchisor or its affiliates. Franchisee agrees to look first to any insurance in such party's favor before making any claim against Franchisor or its affiliates, and Franchisee shall hereby release and waive all right of recovery against Franchisor or its affiliates by way of subrogation or otherwise, to the extent that insurance is in force as required by this Agreement. The failure of Franchisee to insure its property shall not void this waiver. This waiver of subrogation shall also be effective as to a person and/or entity who did not pay the insurance premium directly or indirectly, whether or not that person or entity had an insurable interest in the property damaged, and even though that person and/or entity would otherwise have a duty of indemnification, contractual or otherwise.

X. FINANCIAL RECORDS AND REPORTS

Franchisee must maintain for at least 7 fiscal years from their preparation complete financial records for Franchisee in accordance with generally accepted accounting principles and must provide Franchisor, at Franchisor's request, with (i) a monthly sales report through Franchisee's system or if a monthly sales report is unavailable through its system, then Franchisee will provide a monthly sales report signed by Franchisee and in the form Franchisor specifies which contains the sales information pertaining to the preceding month including, without limitation, a summary of all monies received during the relevant period, as well as customer counts and average sales, and such other additional information which Franchisor deems necessary to properly evaluate Franchisee's performance; (ii) a monthly income statement and profit and loss statement, in a format specified

by Franchisor, including a standard chart of accounts; (iii) an annual financial report and operating statement in the form Franchisor specifies, prepared by a certified public accountant or state licensed public accountant, within 90 days after the close of each of Franchisee's fiscal years; (iv) state and local sales tax returns or reports and federal, state and local income tax returns for each year in which the franchise is operated, within 30 days after their timely completion; and (v) such other reports as Franchisor may from time to time require, in the form and at the time Franchisor prescribes. Franchisee's fiscal year must be on a calendar year basis. Franchisee agrees to provide Franchisor Franchisee's unaudited monthly profit and loss statements. These statements are due on the tenth day of each month. To assist Franchisee in recording and keeping accurate and detailed financial records for reports and tax returns, Franchisor, in Franchisor's sole discretion, may specify the form in which the business records are to be maintained, provide a uniform set of business records for Franchisee to use. Franchisee acknowledges that Franchisor shall have the right to require Franchisee to utilize computer-based CRM software which are fully compatible with any computer program or system which Franchisor, in Franchisor's sole discretion, may employ. If Franchisor requires such computerized Customer Relationship Management systems, all Gross Receipts, customer information, bid information and sales information shall be recorded on such equipment. Franchisor shall have full access to all of Franchisee's data, system, and related information by means of direct access, whether in person, or by telephone/modem installed and maintained at Franchisee's sole expense.

XI. BOOKS AND RECORDS

Franchisee must maintain accurate business records, reports, accounts, books and data relating to the operation of the franchise. Franchisor and Franchisor's designees have the right to inspect and/or audit Franchisee's business records at any time during normal business hours, to determine whether Franchisee is current with suppliers and is otherwise operating the franchise in compliance with the terms of this Agreement and the Brand Standards Manual. If any audit reveals that Franchisee has understated Franchisee's Gross Receipts or overstated Franchisee's local advertising expenditures by more than 2%, or if Franchisee has failed to submit timely reports and/or remittances for any 2 reporting periods within any 12-month period, in addition to Franchisor's right to terminate the Franchise, Franchisee must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent Franchisor incurs such costs), together with amounts due for royalty fees, advertising fees and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under this Agreement.

All customer information maintained by Franchisee shall be given to Franchisor upon the expiration or termination of this Agreement including but not limited to customer names, addresses, inspection reports, communications with customers (text, emails and letters), communications with insurance companies for each customer, communications with suppliers for each customer, and any additional work product related to each customer. For the purpose of this paragraph, customers shall include any and all leads, prospects, current customers and past customers of any size or type.

XII. ADVERTISING

A. **Brand Development Fund**. We have the right to establish a Brand Development Fund ("BDF"). The BDF will be used to develop computer systems and technology, provide advertising and promotional activities we deem beneficial to the System. We agree to use the Brand Development Fund fees received from you for the payment of costs associated with the creation, production, distribution, media placement and administration of local, state, regional or national advertising programs we may develop or have developed, as well as the costs and expenses related to the evaluation, adaptation and creation of technology and computer platforms, and for any taxes incurred on these funds. The BDF may also be used for the evaluation, adaptation and creation of technology and computer platforms that we believe will help drive additional revenue to you. The BDF will not be used for the sale, promotion, travel and other expenses pursuant to the sale and attempted sale of new franchises. The BDF is intended to maximize recognition of the Marks and the patronage of the RoofAid Franchises and revenue to franchisees. Although we will try to use the BDF to develop computer systems and technology, advertising and marketing materials and programs and to place advertising and

marketing that will benefit all RoofAid Franchisees, we do not ensure that the BDF expenditures in or affecting any geographic area will be proportionate or equivalent to the BDF contributions by RoofAid Franchisees operating in that geographic area or that any particular RoofAid Franchisee will benefit directly or in proportion to its BDF contributions.. We have the sole right to formulate and make policy decisions concerning every aspect of the BDF subject to applicable law. We do not have to spend the BDF funds during any specific time period. We may choose any outside agency to develop computer systems and technology or to create or place advertising. Franchisor may the BDF for purposes related to the Annual Convention, including costs related to production, programs, and materials.

Unaudited financial statements of the BDF will be made available to you annually upon your request. If we do not use all of the funds deposited in the BDF in a particular fiscal year, the remaining funds will be carried over to the next fiscal year and be included in that year's BDF budget. We are entitled to reimbursement from the BDF to cover our administrative and overhead expenses associated with operating the BDF. The BDF is not our asset. The BDF is not a trust. We have a contractual obligation to hold all BDF contributions for the benefit of the contributors and to use the contributions only for the purposes described above. We have no fiduciary obligation to you for administering the BDF.

B. **Systemwide Marketing Promotions.** Each year, we plan and execute a calendar of systemwide marketing promotions, including but not limited to seasonal and holiday campaigns and other non-price-related promotions, such as sweepstakes, contests and special events, which we may support in traditional and/or non-traditional media. You must participate in these systemwide marketing promotions as directed by us in writing prior to each promotion, which may require you to offer a promotional or discounted price for a limited time, and/or honor coupons or offers for discounted products and services.

C. **Digital Marketing and Social Media.** To increase consumer demand for the RoofAid brand, we communicate with consumers in a variety of traditional and non-traditional media, including digital marketing and social media, such as Facebook, Twitter and Instagram, which may change over time. We maintain and administer a RoofAid website, which we control at our sole discretion. Unless you are a conversion franchisee and with our written approval and subject to our social media policy, you will be prohibited from establishing a RoofAid website of any kind for your business or any website that references the RoofAid brand in any way, verbally or visually. We also maintain and administer one master RoofAid account in each social medium, which we control at our sole discretion. You will be able to establish a RoofAid social media account or page of any kind for your franchised location or any social media account or page that references the RoofAid brand in ways that are consistent with our social media policy. Consistent with the grand opening marketing plan for your franchised location and concurrent with its opening, we may, in our sole discretion, establish pages for your franchised location in the social media that we choose, which we may link to a master RoofAid account and train you on how to use it in ways that are consistent with our social media policy.

D. **Local Advertising Fee**. In addition to Franchisee's other advertising requirements described in this Article, Franchisor may require Franchisee to spend a minimum amount of local advertisement. Although not currently required, Franchisor may require Franchisee to spend at least three percent (3%) of Gross Receipts on an annual basis for Franchisee's own local advertising. Franchisor may increase the Local Advertising Fee to up to 3% of your Gross Receipts. Franchisee must provide proof of Franchisee's advertising and sales promotion expenditures in such form, with such detail and including copies of such advertising and materials and receipts as Franchisor requests. If Franchisor determines, in Franchisor's sole discretion, that Franchisee has not complied with Franchisor's required Local Advertising Fee, Franchisor may require Franchisee to remit your Local Advertising Fee to Franchisor which Franchisor will expend on local marketing in Franchisee's area as Franchisor determines in its sole discretion. Franchisor may, in its sole discretion, direct certain expenditures of Franchisee's LM Requirement in the form and manner Franchisor prescribes.

You will not advertise, or use in advertising or other form of promotion, the Marks without the appropriate copyright, trademark, and service mark symbols ("©", "®", "TM" or "SM") as we direct. You will

not advertise your products or services or use the Marks on the Internet except with our prior consent. You must refrain from any practice in marketing, including but not limited to advertising, promotion, public relations, merchandising or media, which is unethical, or may be injurious to the RoofAid brand, the goodwill associated with the marks or other locations where consumers can access the RoofAid brand.

E. **Regional Marketing Cooperatives**. We may from time to time, in our sole discretion, designate areas or territories within which we have determined, on the basis of television coverage, newspaper coverage, or other criteria we establish, in our sole discretion, the establishment of a regional advertising cooperative may be appropriate for the RoofAid Franchises located within that area or territory (each a "Regional Cooperative"). If we designate an area or territory for the establishment of a Regional Cooperative, the RoofAid Franchises located within that area or territory will form the Regional Cooperative for the purpose of administering advertising programs and developing, subject to our approval, promotional materials for use by the members of the Regional Cooperative and will operate it pursuant to by-laws approved by us and by the majority of its members, on the basis of one (1) vote for each RoofAid Franchise within such area or territory. In the event of a tie vote, we will cast the deciding vote. We must consent to any proposed change to the by-laws or other organizational structure of the Regional Cooperative. All advertising and promotion materials used by the Regional Cooperative or provided to its members must conform with our standards in this Agreement and all other policies and procedures. If your RoofAid Franchise is within the territory we establish for a Regional Cooperative, you agree to become a member of that Regional Cooperative and to contribute to the Regional Cooperative the amounts designated by the governing body of that Regional Cooperative. Any Regional Cooperative fees will be applied against the amounts you are required to spend for local advertising but will be in addition to the Advertising Fees and Brand Development Fund Fees. At our request, you must furnish us with copies of such documentation evidencing your Regional Cooperative contributions as we may request. We may provide the Regional Cooperative with 90 days' notice of special promotions in which the Regional Cooperative and its members are required to participate. The cost of any such special promotion will count towards the amounts you are required to contribute to the Regional Cooperative.

F. **Grand Opening Advertising**. We will assist you with your Grand Opening Marketing by helping you develop premier alliance partners for referral purposes. Our services in relation to your Grand Opening Marketing is incorporated into your Initial Franchise Fee.

G. **Unauthorized Advertising Fee.** In the event any unapproved or disapproved advertising or promotions occur Franchisor may, at its sole election, collect from Franchisee up to $1,000 for each such unapproved or disapproved Advertisement and/or promotion. In the event Franchisor, at its sole election, determines to collect up to the $1,000 for each such unapproved or disapproved advertisement or promotion, such payment will be due within five (5) days of Franchisor giving notice, and will be considered to be an amount owed under this Agreement.

XIII. CONFIDENTIAL INFORMATION AND TRADE SECRETS

A. **Nondisclosure**. During the term of the Franchise, Franchisee will receive information which Franchisor considers trade secrets and confidential information, any proprietary software Franchisor may now or in the future create, and the Brand Standards Manual ("Confidential Information"). Franchisee shall not, during the term of the Franchise or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information, including, without limitation, trade secrets, the Proprietary Recipes, Franchisor's programs and services it offers to your customers, the Franchisor's copyrighted materials, methods and other techniques and know-how concerning the of operation of the RoofAid Franchise which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation of the RoofAid Franchisee. Franchisee also acknowledges and agrees that certain information, including sources of supply, marketing and advertising techniques, and maintenance of quality standards also constitute trade secrets and confidential information of Franchisor. Franchisee may divulge Confidential Information only to such Franchisee's personnel as must have access to it in order to operate the RoofAid Franchise. Any and all information, knowledge, know-how, techniques, and

other data which Franchisor designates as confidential will be deemed Confidential Information for purposes of this Agreement.

B. **Personnel**. At Franchisor's request, Franchisee must require Franchisee's officers, directors, the Managers, and any personnel having access to any Confidential Information to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment or engagement by Franchisee. Such covenants shall be in a form satisfactory to Franchisor including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with independent rights to enforce them.

C. **New Concepts, Processes and Improvements**. If Franchisee, Franchisee's principals or Franchisee's personnel develop any new concept, process or improvement in the operation or promotion of the RoofAid Franchise, Franchisee shall promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process or improvement shall become Franchisor's sole property, and Franchisor shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. Franchisee and Franchisee's principals hereby assign to Franchisor any rights Franchisee may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentations for obtaining and enforcing such rights. Franchisee and Franchisee's principals hereby irrevocably designate and appoint Franchisor as Franchisee's agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that the foregoing provisions of this Section are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's principals hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

D. **Use of Marks and Non-Disparagement.** Franchisee shall adopt and use Franchisor's names and marks only in a manner expressly approved by Franchisor, and shall not use any of Franchisor's names or marks in connection with any statement or material which may, in the judgment of Franchisor, be in bad taste or inconsistent with Franchisor's public image, or tend to bring disparagement, ridicule or scorn upon Franchisor, any of Franchisor's names or marks, or the goodwill associated therewith. Franchisee shall not adopt, use or register as its corporate name (by filling a certificate or articles of incorporation or otherwise) any trade or business name, style or design which includes, or is similar to, any of Franchisor's trademarks, service marks, trade names, logos, insignia, slogans, emblems, symbols, designs or other identifying characteristics without the express approval of Franchisor.

XIV. NON-COMPETITION

A. **Competing Business During the Term of this Agreement**. You acknowledge the uniqueness of the System and that we are making our knowledge, know-how, and expertise available to you for the purpose of operating the RoofAid Franchise. You agree that it would be an unfair method of competition to use or duplicate or to allow others to use or duplicate any of the knowledge, know-how or expertise you receive from us or our Affiliates for any reason other than for the operation of the RoofAid Franchise under this Agreement, and that the provisions set forth in this Article are also intended to protect our legitimate business interests and business relationships, including, but not limited to, our relationship with suppliers, customers and franchisees. You further recognize the importance of devoting substantial time and energy to the RoofAid Franchise. Therefore, you warrant that during the term of this Agreement, unless you have our prior written consent, neither you nor any of your owners will directly or indirectly perform any services for, consult for, engage in or acquire, be an employee of, have any financial, beneficial or equity interest in, or have any interest based on profits or revenues of any Competitive Business except as a duly licensed franchisee of ours (except for a 5% or less

beneficial interest in a reporting company registered under the Securities Act of 1933, as amended). Further, you acknowledge that disclosure of Confidential Information to any Competitive Business is a form of competition.

B. **Non-Competition After Term.** For 2 years after any Transfer or any expiration or termination of the term of this Agreement for any reason or the entry of final order of a court of competent jurisdiction enforcing this covenant, whichever is later, neither you nor any of your owners will directly or indirectly perform any services for, consult for, engage in or acquire, be an employee of, have any financial interest in, loan money to, or have any interest based on profits or revenues of any Competitive Business (except for other locations franchised from us to you or your owners, and except for a 5% or less beneficial interest in a reporting company registered under the Securities Act of 1933, as amended). The geographical scope of this restriction will cover the area within a 20-mile radius of the RoofAid Franchise and the area within a 20 mile radius of any RoofAid Franchise that is established, being constructed or subject to an executed Franchise Agreement at the time this restriction begins to be enforced.

In addition, during the term of this Agreement and for 2 years after any Transfer or any expiration or termination of the term of this Agreement for any reason or the entry of final order of a court of competent jurisdiction enforcing this covenant, whichever is later, you will not contact any clients of your prior RoofAid franchise, employ or seek to employ any person who is at the time employed by us, our Affiliates, franchisees of us or our Affiliates or at any RoofAid Franchises, or otherwise directly or indirectly induce or seek to induce one of these persons to leave his or her employment.

Further, you acknowledge that disclosure of Confidential Information to any Competitive Business is a form of competition.

C. **Reasonableness of Restrictions**. You and any guarantor of this Agreement acknowledge and confirm that the length of the term and geographical restrictions contained in Sections XIII and XIV are fair and reasonable and not the result of overreaching, duress or coercion of any kind. You acknowledge and confirm that your and their full, uninhibited and faithful observance of each of the covenants contained in Sections XIII and XIV will not cause any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained in Sections XIII and XIV will not impair your or their ability to obtain employment commensurate with their respective abilities and on terms fully acceptable to you or them or otherwise to obtain income required for your or their comfortable support and, if such person is an individual, his or her family, and the satisfaction of the needs of his or her creditors.

D. **Acknowledgments**. You further acknowledge that these covenants and agreements relating to non-disclosure and non-competition are material inducements for us to enter into this Agreement, and that it is essential that you comply with the terms hereof. You acknowledge and understand that, among other things, we enter into this Agreement so that either we or an Affiliate or another franchisee or licensee of ours or our Affiliates, as appropriate, has the opportunity to establish a presence in such geographic area subsequent to the termination or expiration of the relationship created by this Agreement, and that your failure to comply with the terms hereof will materially hinder the ability of us, our Affiliates and/or a franchisee or licensee of ours or our Affiliates to do so. Therefore, you acknowledge and agree that the absence of a presence by us, an Affiliate, or another franchisee or licensee of us or our Affiliates in a particular geographic area in which your activities would be restricted pursuant to the terms of this Agreement is not a defense to enforcement of any provision of this Agreement. All of your owners, now or added or changed in the future, must also sign the acknowledgement of this Section XIV in Exhibit B.

E. **Enforcement**. You acknowledge that to disregard the provisions of Sections XIII and XIV would effectively foreclose us from selling other franchises and you could be unjustly enriched and unfairly derive benefit from the goodwill of and training you receive from us. Moreover, our franchisees could be severely disadvantaged if you compete against them using the Marks or other Confidential Information and Trade Secrets. We intend to restrict your activities under Sections XIII and XIV of this Agreement only to the

extent necessary for the protection of us, our Affiliates' and our franchisees' legitimate business interests, as more fully described in Section XIV(A) above. Each of the foregoing covenants will be construed as severable and independent and will be interpreted and applied consistent with the requirements of reasonableness and equity. In the event a court of competent jurisdiction will determine the business, time, or geographic limitations contained in this Agreement are illegal, invalid or unenforceable, then, the court so holding will reduce the limitation necessary to render such restriction enforceable by the court. We will have the right to reduce the scope of any covenant contained in Sections XIII and XIV, without your consent, effective immediately upon receipt by you of our written notice; and you will comply with any reduced covenant. In addition to any other remedies available at law or equity, we will have the right to injunctive relief for your violation or threatened violation of any covenant described in Sections XIII and XIV. The terms of this non-compete are assignable by us and will inure to our benefit, as well as our successors and assigns. In the event of any assignment, sale, merger or change in our ownership or structure, the resulting entity will step into our place, without any additional consent of or notice to you, as if the term "us" was defined in this Agreement to include such entity.

XV. DEFAULT AND TERMINATION

A. **Termination By Us.**

1. **With 30 Days Opportunity to Cure**. We may at our option, and without prejudice to any other rights or remedies provided for in this Agreement or at law or in equity, terminate this Agreement for "good cause". Without limitation as to other situations, "good cause" for termination also exists if you or any guarantor of this Agreement:

a. Do not substantially perform all of the lawful terms, conditions, and obligations of this Agreement, or the mandatory obligations under the Brand Standards Manual; or

b. Misrepresent Gross Receipts in any report submitted to us; or

c. Misuse the Marks or Confidential Information and Trade Secrets, or engage in conduct which, in our opinion, reflects unfavorably upon the operation, maintenance, goodwill and/or reputation of the System; or

d. Are adjudged bankrupt, become insolvent, or make a general assignment for the benefit of creditors; or

e. Fail to input customer information into the Enterprise Relationship Manager, Customer Relationship Manager, or any other software, including but not limited to any accounting software, which we require you to use pursuant to this Agreement.

f. Failure to meet the Minimum Sales Requirement.

g. Commit any other act which constitutes good cause under applicable state law or court decision; or

h. Fail to keep the RoofAid Franchise open for a period of 7 consecutive days without justifiable cause: or

i. Fail to pay any lawful debt or tax when due; or

j. Surrender or transfer control of the operation of the RoofAid Franchise (including entering into a management arrangement with any person not a party to this Agreement), make an unauthorized direct or indirect Transfer of this Agreement, the RoofAid Franchise, or any ownership

interest in you.

Subject to applicable law and except as otherwise provided in this Agreement, we will give you prior written notice of default (except that, if state law permits, we will have the right to terminate earlier if the "good cause" constitutes a default that is not curable). The notice will state the reason(s) for default and will provide that you have 30 days from the date of the notice to correct any claims. If the default is corrected within this period, the notice will be void. If the default is not corrected within this period, we have the right to terminate this Agreement immediately upon written notice to you.

2. **Without Opportunity to Cure**. Notwithstanding anything contained herein to the contrary, if state law permits, we will be permitted to terminate the franchise immediately upon written notice when the basis or grounds for termination is that you or your owners:

a. commit a felony or are convicted of a felony or any other criminal misconduct that materially and adversely affects the operation, maintenance, reputation or goodwill of the RoofAid or the System;

b. commit fraudulent activity;

c. abandon the operation of the RoofAid Franchise;

d. are bankrupt or insolvent or request the appointment of a receiver or make a general assignment for the benefit of creditors;

e. give more than 2 no account or insufficient funds checks to us or our Affiliates within a 12-month period, or us or our Affiliates' receipt of any similar notice when utilizing any EFT payment;

f. repeatedly fail to or refuse to comply with the lawful provisions of this Agreement (i.e., 2 or more times in any 12-month period), whether or not the repeated failures or refusals are corrected after notice;

g. make any material misrepresentation or omission in the application for this franchise; or

h. commit any other act or omission that permits termination without notice and/or an opportunity to cure under applicable state law.

B. **Termination By You.** You may not terminate this Agreement prior to the expiration of the Initial Term, except through F as set forth herein based upon a material breach of this Agreement by Us; provided, however, that in the event that you claim we have failed to meet any obligation under this Agreement, you shall provide us with written notice of such claim specifically enumerating all alleged deficiencies and providing us with an opportunity to cure, which shall in no event be less than sixty (60) days from the date of receipt of such notice by you to us from you. Your failure to give such notice shall constitute a waiver by you of any such alleged default.

C. **Consequences of Termination**. Upon any Transfer or the termination or expiration of the term of this Agreement for any reason whatsoever, all of your rights hereunder will terminate, and you will do each of the following:

1. You will cease to be a franchisee of ours and cease to operate the RoofAid Franchise under the System and Marks. You will not thereafter directly or indirectly represent to the public that the business is or was operated or in any way connected with the System or hold yourself out as a present or former franchisee

of ours.

2. You will immediately discontinue use of all Marks, signs, colors, structures, printed goods and forms of advertising indicative of our business, any mention of RoofAid or the System, and return any Confidential Information and Trade Secrets or other copyrighted materials, including the Brand Standards Manual, to us.

3. If we request, you will assign your telephone numbers, white and yellow page telephone references and advertising to us or any of our designees, including any other RoofAid Franchisees.

4. You will pay all amounts due to us, our Affiliates and suppliers.

5. You will cancel any assumed name registration or equivalent registration which contains the Marks or any name that is confusingly similar to any of the Marks and you will furnish us with evidence satisfactory to us of your compliance with this obligation within 5 days of any Transfer or any termination or expiration of the term of this Agreement.

6. You irrevocably appoint us or our nominee to be your attorney-in-fact coupled with an interest, and with power of substitution, to execute and to file for you any relevant document to transfer your telephone number or telephone listing. We have the right to file an original counterpart or a copy of this Agreement with the telephone company, landlord or any court, agency or person as written evidence of your appointment of us or our nominee to be your attorney-in-fact.

7. You will comply with all post-term covenant obligations including the Confidential Information and Trade Secrets, non-competition, and indemnification.

8. We may assume all service contracts and membership agreements you have when this Agreement terminates or when this Agreement expires. You will assist us in assuming the service contracts upon the termination or expiration of this Agreement, and you irrevocably appoint us or our nominee to be your attorney-in-fact to execute any document required to transfer any and all service contracts we choose to assume.

9. If we terminate your agreement because of your default, you owe us liquidated damages in an amount equal to the greater of (a) then-current Initial Franchise Fee (which is currently $50,000) or (b) the average monthly Royalty paid by you during the previous 24 months of actual business operations multiplied by the remaining months on the Term.

Neither a Transfer nor the termination or expiration of the term of this Agreement will relieve you of any of your obligations to us or our Affiliates existing at the time of such Transfer, termination or expiration, or terminate your obligations that, by their nature, survive such Transfer, termination or expiration. Furthermore, a Transfer or a termination or expiration of the term of this Agreement will be without prejudice to our rights against you; and in the event of a termination which is the result of your material breach or default under this Agreement, we will, in addition to our rights set forth above, also be entitled to all rights and remedies available at law or in equity.

D. **Our Right to Purchase Personal Property.** After the termination or expiration of the term of this Agreement, but not upon an approved Transfer, we will have the right, but not the obligation, to purchase any or all of your equipment, inventory, supplies and other personal property used in connection with the operation of the RoofAid Franchise. The purchase price will be at fair market value, less any liens, which will be established (if the parties are unable to agree) by an appraisal of an independent appraiser. Within 10 days after an appraisal is required or appropriate under any provision of this Agreement, we and you will by written notice to the other select our respective appraisers. All appraisers will be required to be reasonably qualified and

have at least 3 years of experience in appraising similar businesses. If either party fails to name an appraiser within the specified time, such party waives its right to select an appraiser and the appraiser selected by the other party will be solely responsible for conducting the appraisal process. Each appraiser will proceed to promptly determine the fair market value of the assets, taking into consideration any outstanding indebtedness, liabilities, liens and obligations relating to the RoofAid Franchise. No value will be ascribed to goodwill, going concern value or other intangibles. Each appraiser will deliver his appraisal to us and you within 60 days after the appraiser is appointed. If the difference between the 2 appraisals is not greater than 20%, then the 2 appraisals will be averaged, and the average price will be used to determine the purchase price under this Agreement. If, however, the difference between the 2 appraisals is greater than or equal to 20%, then the 2 appraisers will appoint a third appraiser. If the 2 appraisers cannot agree upon a third appraiser, then either party may request an arbitrator (in accordance with the arbitration provisions of this Agreement) to appoint a third appraiser. The third appraiser will promptly proceed to appraise the assets on the same basis as set forth above. The appraisal by the first 2 appraisers that is closer in value to the appraisal by the third appraiser will be the fair market value of the assets and be binding on all the parties. Each party will pay the fees and expenses of the appraiser it selects. The fees and expenses of the third appraiser, if necessary, will be paid equally by the parties appointing the 2 appraisers. We will have 30 days after the determination of fair market value, to exercise our rights granted by this Section XV(D), and we will have an additional 30 days to pay for the property we desire to purchase. If we fail to exercise our rights within the time periods set forth above, you will be free to otherwise sell or dispose of the personal property used in connection with the operation of the RoofAid Franchise.

E. **Our Operation of the RoofAid Franchise**. In order to prevent any interruption of the franchise business, which you agree would cause harm to RoofAid and the System, if you are unable to operate the business for any reason whatsoever, you authorize us to assign our agents, Affiliates, or another franchisee to operate the RoofAid Franchise for so long as we deem necessary and practical. All income from the operation of the business will be kept in a separate account, and the expenses of the business, including reasonable compensation and expenses of us and our agents, will be charged to this separate account. Nothing in this Section XV(E) is intended to require us to operate the business in the event of your inability, and the rights described in this Section XV(E) may be exercised or not exercised in our sole and absolute discretion.

XVI. SOURCES OF PRODUCTS

You will purchase all products, services, supplies, and equipment and materials required for the operation of the RoofAid Franchise from manufacturers, suppliers, or distributors referred by us, or from other suppliers we approve who meet our specifications. Specification of a supplier may be conditioned on requirements relating to frequency of delivery, standards of services, including prompt attention to complaints, as well as payments, contributions, or other consideration to us, our Affiliates or the Advertising Fund, and may be temporary, in each case at our reasonable discretion. We may, from time to time withhold, condition and/or revoke our approval of particular items or suppliers in our reasonable discretion. We or our Affiliates may receive rebates, commissions, promotional allowances, and other benefits from suppliers in relation to items purchased by you and other franchisees. We have the right to condition or revoke your right to participate in any supplier programs if you are in default under this Agreement. We have the right to affiliate ourselves with suppliers or become an approved supplier or the sole supplier of one or more products, services, supplies, and equipment and materials you are required to use in the operation of the RoofAid Franchise.

You may propose alternative manufacturers, suppliers or distributors of products used in the operation of the RoofAid Franchise in accordance with the procedures set forth in the Brand Standards Manual.. We will advise you within 30 days of our approval or disapproval of any proposed alternate sources of products, services, supplies, suppliers, materials and equipment. The foregoing will not be construed as an attempt to unreasonably limit the sources from which you may procure its products, services, supplies and materials. Rather, it is our intention that such items conform to our strict standards and strict specifications as to consistent quality, uniformity and reliability. Further, we will not be required to approve an inordinate number of alternative suppliers of a given item which in our reasonable judgment would prevent our effective supervision of suppliers.

We may require your supplier to sign a confidentiality agreement.

XVII. BRAND STANDARDS MANUAL AND CHANGES

We will loan you, for the duration of this Agreement and any renewal term, 1 copy of the Brand Standards Manual ("Manual"). The Manual will be in a format determined by us (i.e., in writing, via electronic media through a secure website, etc.) and all other supplemental bulletins, notices, revisions, modifications, or supplemental information, either in document or electronic form, concerning the System are considered part of the Manual. Also included are any passwords or other digital identifications necessary to access the Manual on a website or extranet. You agree to comply with the requirements in the Manual and acknowledge your compliance is an essential part of your obligations under this Agreement. You will at all times be responsible for ensuring that your employees and all other persons under your control comply with the mandatory provisions of the Manual in all respects. The Manual constitutes a confidential trade secret of ours and will remain our property. The Manual cannot be photocopied, reproduced, or disseminated without our written consent. You acknowledge and agree that all information in the Manual, policy and procedure statements and other notices constitute confidential information and trade secrets, and shall not be disclosed at any time by You. We may modify the Manual from time to time in our sole discretion, and you agree that from time to time we may change the System and our business in any manner that is not expressly and specifically prohibited in this Agreement. You expressly agree to comply with each modification, addition or deletion of the System or Manual at your sole cost and expense. You acknowledge that due to the changing nature of the roofing and exterior business, as well as changing attitudes of customers and other factors, changes to the System or the Manual may be necessary and may involve our expenditure of substantial sums of money. We and you intend that the exercise of our right or discretion will not be subject to limitation or review.

We agree to impose any of these changes in a reasonable, non-discriminatory manner among other franchisees. However, because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole discretion and as we may deem to be in the best interests of the System in any specific instance, to vary standards for any particular franchisee based upon the peculiarities of a particular franchisee's location, density of population, business potential, business practice or other condition important to the successful operation of a particular RoofAid Franchise. We may grant variations from standard specifications and practices as we determine at our discretion, and we will have no obligation to grant you or any other franchisee like or similar variations, and our failure to require a change from any particular franchisee will not affect your obligations under this Section XVII.

You will at all times ensure that your copy of the Manual is kept current and up to date. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by us will be controlling.

XVIII. TRANSFERABILITY OF INTEREST

A. **By Us**. We are free to assign all of our rights and obligations under this Agreement, and upon such assignment we will be relieved of all liability under this Agreement, and all rights and obligations will accrue to our successor or assignee.

B. **By You**. The rights and duties created by this Agreement are personal to you. We have granted this franchise in reliance upon our perception of the individual and collective character, skill, attitude, and business and marketing abilities of you and your owners. Therefore, there can be no Transfer without our prior written consent. Any consent by us will not operate as a consent to any future such Transfer, and no future such Transfer will be valid without our prior written consent to that specific Transfer. Any attempted Transfer in violation of this Section XVIII(B) is voidable at our option. If we elect not to exercise our right of first refusal pursuant to Section XVIII(D) below, we will not unreasonably withhold our consent to such a Transfer, provided

that the following conditions are satisfied:

1. **Governmental Compliance**. The Transfer is conducted in compliance with applicable laws and regulations;

2. **Prior Compliance**. You have performed your obligations and duties under this Agreement, and you are not in default under this Agreement, or any other agreement with us or our Affiliates;

3. **Payments**. The transferee has satisfied all of its obligations under this Agreement and all other agreements it has with us or our Affiliates or suppliers.

4. **Release**. To the extent permitted by law, you, including all officers, directors and owners (as well as all guarantors under this Agreement) must execute a general release, in the form we approve, of any and all claims against us, our Affiliates, and our and their respective officers, directors, employees and agents.

5. **Requirements of Transferee**. The transferee meets the established standards for new franchisees, is of good moral character, has a good credit rating, sufficient financial resources to operate the business and competent qualifications. The transferee must execute the most current franchise agreement for the state in which the RoofAid Franchise is located which may include different terms and conditions. In addition, the transferee's guarantors must sign the Guaranty and Assumption of Obligations attached to that franchise agreement.

6. **Transfer Fee**. We are paid a transfer fee of 20% of the then current Initial Franchise Fee in lieu of the Initial Franchise Fee required in the then current form of franchise agreement for the state in which the RoofAid Franchise is located.

7. **Assumption of Liabilities**. The transferee agrees to assume all liabilities and obligations from you and your operation of the RoofAid Franchise, including the lease, and must comply with other reasonable requirements we may impose.

8. **Completion of Training**. The transferee and/or transferee's management team, including an Operation Partner, must successfully complete the initial training program.

9. **Update and Remodel RoofAid Franchise**. The transferee updates and remodels the RoofAid Franchise and all vehicles and other RoofAid Franchise assets and marketing materials to comply with our then current standards for new RoofAid Franchises.

10. **Continuing Liability.** If we approve an assignment of this Agreement, we will have the discretion to require you and the guarantors to remain liable for the full and faithful performance of the obligations of the assignee.

11. **Economically Reasonable Terms**. Although we will not be required to determine the value of business upon a Transfer, if in our reasonable judgment, the purchase price or other terms of sale are not economically feasible to the proposed transferee, we can withhold our consent to such Transfer. Our consent is not, however, to be construed as an implication or warranty that the terms of the sale are in fact economically feasible. We may, in good faith, notify you and the proposed transferee, stating the reasons that we have elected to withhold our approval of the proposed Transfer.

C. **Your Death or Incapacity.** You, by will or other written instrument, may appoint a designated heir to continue operation of the RoofAid Franchise, upon your death. The designated heir must meet the

qualifications of Section XVIII(B), including the requirement to meet our standards for new franchisees, execute the then-current form of franchise agreement used in the state in which the RoofAid Franchise is located, and the new Operation Partner has, or within 30 days will have, satisfactorily completed the initial training program; provided that no transfer fee will be charged on a Transfer pursuant to this Section XVIII(B). The Transfer to a designated heir, personal representative or conservator, as applicable, in the event of your death or legal incapacity, will not give rise to our right of first refusal as described in Section XVIII(D) below.

D. **Right of First Refusal**. Notwithstanding the foregoing in this Article (other than Section XVIII(C), if you receive a bona fide, executed, written offer to acquire an interest in this Agreement, you or the RoofAid Franchise from a responsible, fully disclosed third party purchaser, you must submit a copy of the offer to us. You must also provide us with any other information we request to evaluate the offer. We have the right, exercisable by delivering written notice to you within 30 days from the date of last delivery by you of the offer and any other documents we request, to acquire such interest for the price and on the terms and conditions contained in the offer, except that regardless of the terms of the offer we may substitute cash for any form of payment proposed in the offer; require you to include customary warranties and representations in the purchase agreement; and structure the transaction as an "asset purchase," rather than a "stock purchase." We will not be obligated to pay any "finder's" or broker's fees that are a part of the proposed sale and will not be obligated to comply with any part of the offer which directly or indirectly requires payment of any consideration other than a bona fide purchase price for the interest proposed to be transferred (for example, we will not be obligated to pay any earn out or other share of the profits from our operation of the RoofAid Franchise after the Transfer is completed). If we decline to exercise our right of first refusal, you will have 90 days after the earlier of our act of declining to exercise the right or the expiration of the right, to sell such interest to the bona fide third-party purchaser upon the terms and conditions described in the offer notice submitted to us, subject to compliance with Section XVII(B). In the event you fail to complete the sale of such interest to XVIII(D) and give us the first right to acquire such interest prior to any sale, our election to not exercise our right of first refusal as to any particular offer will not affect our right of first refusal as to any subsequent offer.

E. **Assignment To Your Own Corporation Or LLC.** Within sixty (60) days from the date of this Agreement, this Agreement and the assets and liabilities of the RoofAid Franchise may be assigned, by assignment forms prepared by the us, to a newly organized corporation or limited liability company that conducts no business other than the RoofAid Franchise business, which is actively managed by you and in which you own and control all of the equity and voting power of all issued and outstanding capital stock or membership interests and whose Articles of Incorporation or Articles of Organization state, "The only business purpose for the [entity] is solely to own and operate RoofAid Franchise as required under franchise-related agreement(s)." (It is hereby acknowledged and agreed that the foregoing statement will be expressly set forth in the Articles of Incorporation or Articles of Organization even if the standard form for those documents to be filed with the state does not contain a business purpose section and even if the applicable state laws do not require the statement of a business purpose on such filings.) Such an assignment shall not relieve you of your obligations under this Agreement. Prior to approval of this assignment, you will provide us with copies of the Articles of Incorporation, By-Laws, sample stock certificates or Articles of Organization, Operating Agreement and sample membership certificates and other organizational documents of this corporation or limited liability company and they all shall state that the issuance and assignment of any interest in the corporation or limited liability company shall be subject to the terms and restrictions of this Agreement. All issued and outstanding stock certificates or membership certificates shall bear a legend notifying the holder of the restrictions on transfer provided by this Agreement. The corporation or limited liability company may not contain the phrase RoofAid or any other mark of the Company as part of its name. This transfer will not be subject to the) transfer fee or to the right of first refusal set forth above.

F. **Transfer Damages**. If You or the Principals engages in a transfer without first complying with the applicable transfer provisions of this Agreement (including without limitation, the provisions of Section XVIII) Franchisee agrees to pay to Franchisor, within fifteen (15) days of receiving notice from Franchisor, in addition to the amounts owed under this Agreement, transfer damages equal to (a) fifteen percent (15%) of the

price paid by the transferee to You or the Principals, as applicable, or (b) Twenty-Five Thousand Dollars ($25,000), whichever is greater. The parties to this Agreement acknowledge and agree that it would be impractical to determine precisely the damages Franchisor would incur from this Agreement's unauthorized transfer. The parties consider this transfer damages provision to be a reasonable, good faith pre-estimate of those damages.

XIX. INDEPENDENT CONTRACTOR/INDEMNIFICATION

A. **Independent Contractor**. We and you are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between you and us. You will conspicuously identify yourself at the premises of the RoofAid Franchise and in all dealings with the public as an independently owned business. Neither we nor you will make any agreements or representations in the name of or on behalf of the other or assert that our relationship is other than franchisor and franchisee.

B. **Indemnification**. Under no circumstances will we be liable for any act, omission, debt, or other obligation of yours. To the fullest extent permitted by law, you (for yourself and your employees, agents, subcontractors, successors and assigns) agree, at your sole cost and expense, to indemnify, defend and hold harmless, and to reimburse on demand us, and all entities related to us and our and their respective directors, officers, members, employees agents, managers, partners, attorneys, licensees, affiliates successors and assigns ("Indemnified Parties") from and against any and all damages, losses, liabilities, bodily injury, property damage, obligations, penalties, fines, claims, litigation, demands, defenses, judgments, suit proceedings, administrative orders, consent agreements, costs, disbursements or expenses of any kind or any nature whatsoever, including without limitation, reasonable attorneys' and expert fees and disbursements arising out of or related to or in any way arising out of the acts or omissions of you or your employees, agents, officers, directors, parents, subsidiaries, affiliates, successors and assigns ("Indemnitors") arising out of or related to (i) any act or omission, negligent or otherwise, of the Indemnitors or anyone directly or indirectly employed by them or anyone whose acts they may be liable relative to the RoofAid Franchise; (ii) any breach by the Indemnitors or any term or provision of this Agreement; and (iii) the cost, including, but not limited to reasonable attorneys' fees, of enforcing this indemnification provision. The obligations of Indemnitors are joint and several. ■

This indemnification must not be construed to indemnify an Indemnified Party to the extent such indemnification is prohibited by law, including, an indemnification of any Indemnified Party from its own negligence, if prohibited by law. To the extent indemnification of any party hereunder would be prohibited by law, this provision will not apply to such party, but will continue to be effective as to all other parties with respect to whom indemnification is not prohibited by applicable law.

XX. MEDIATION AND ARBITRATION

A. Other than actions seeking equitable relief, injunction or other disputes that cannot be mediated, prior to filing any demand for arbitration, Franchisor and Franchisee agree to mediate any dispute in Monroe County, Indiana. Such mediation shall be non-binding. The party seeking mediation must send the other party notice of its request for mediation, with the heading "Notification of Dispute", in writing specifying the party's version of the facts surrounding the dispute and the amount of damages and the nature of its claims. The receiving party shall then have 20 days to respond, with the heading "Response to Notification of Dispute", to give its version of the facts surrounding the dispute and the amount of damages and the nature of its claims, if any. The parties shall endeavor to resolve the dispute outlined in the notice of dispute and the response within 20 days of delivery of the Response to Notification of Dispute. If the parties have been unable to resolve a dispute outlined in a Notification of Dispute or a response thereto within 20 days after receipt of the response, either party may initiate a mediation, in the city of our then current corporate headquarters, unless both parties agree to a different location. The parties must select a mediator jointly. All aspects of the mediation process shall be treated as

confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatever.

B. Except as provided elsewhere in this Agreement, all controversies, disputes or claims between us and you arising from or relating to this Agreement, including the scope and validity of any provision of this Agreement (such as this Section XX) will be submitted to binding arbitration conducted in Monroe County, Indiana (unless the parties mutually agree otherwise). The arbitration will be governed exclusively by the United States Arbitration Act (9 U.S.C. § 1, et seq.), without reference to any state arbitration statutes. In connection with any arbitration proceeding, we and you will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any of these compulsory claims which are not submitted or filed in the same proceeding in which they relate will be barred. This provision will continue in full force and effect subsequent to and notwithstanding a Transfer or the termination or expiration of the term of this Agreement. For purposes of this Section XX(B), if any dispute that names, involves or includes us, you, the guarantors of this Agreement or any of their respective affiliates, officers, directors, agents, brokers or employees, such persons or entities will also be included in and made party to the arbitration proceeding. The arbitration proceeding will be conducted in accordance with the then-current commercial arbitration rules of the American Arbitration Association ("AAA Rules"), except to the extent the AAA Rules differ from the terms of this Agreement, in which event the terms of this Agreement will apply, and that you and we will be entitled to limited discovery at the discretion of the arbitrator(s) who may, but is not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations. The arbitrator will apply the provisions of any applicable statute of limitations. The arbitration will be conducted on an individual, not a multi-plaintiff, consolidated, collective or class- wide basis. The foregoing sentence is an integral provision of this arbitration procedure set forth in this Section XX(B) and may not be severed from this Section XX(B), notwithstanding Section XXI(B) of this Agreement. If such sentence is determined to be invalid or unenforceable in connection with a particular controversy, dispute or claim, then this Section XX will be stricken from this Agreement, with respect to that controversy, dispute or claim, and neither party will be deemed to have consented to arbitration of such controversy, dispute or claim.

C. The arbitrator will have the right to award or include in his award any relief which he deems proper in the circumstances, including money damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, and attorneys' fees and costs; however, the arbitrator will not be allowed to award or include in his award any punitive, exemplary, or consequential damages, to which the parties waive any right. The award and decision of the arbitrator will be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of the award of an arbitrator under this Section XX. An arbitration award or decision entered in any other case (whether or not we were a party) will not be binding on us in any other dispute, will have no precedential value and cannot be used as evidence in any other proceeding.

D. Notwithstanding the foregoing, the obligation of this Section XX to arbitrate will not be binding with respect to claims relating to our trademarks, service marks, patents, or copyrights, including the Marks; claims relating to any lease or sublease of any real property between the parties or their affiliated entities; or requests by either party for temporary restraining orders, preliminary injunctions, permanent injunctions or other proceedings in a court of competent jurisdiction to obtain interim or permanent relief when deemed necessary by such court to preserve the *status quo* or prevent irreparable injury pending resolution by arbitration of the actual dispute between the parties.

XXI. MISCELLANEOUS PROVISIONS

A. **Waiver**. Neither our waiver of a breach or default by you, nor our delay or failure to exercise any right upon your breach or default, or our acceptance of any payment from you, will be deemed a waiver, nor will any act or inaction impair our rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice will not prevent our assertion of other defaults or breaches. We may waive any one or more of the requirements imposed under this Agreement for the benefit of any

particular franchisee, but the waiver in favor of any other franchisee will not prevent us from enforcing the requirements against you, all other franchisees.

B. **Severability**. If any provision of this Agreement is considered to be invalid or inoperative for any reason, that part will be deemed modified to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of this Agreement will continue in effect as if the Agreement had been signed with the invalid portion modified or eliminated.

C. **Entire Agreement**. This Agreement, including all Exhibits attached, constitutes the entire, full and complete agreement between the parties concerning the subject matter of this Agreement, and supersedes any and all prior agreements; provided that nothing in this or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that was furnished to you in connection with our offer to grant you a franchise to operate the RoofAid Franchise. No amendment to this Agreement is binding unless executed in writing by both parties.

D. **Notice**. All notices required under this Agreement will be in writing and will be given:

(i) if hand delivered on the day of delivery; (ii) 3 business days after placement in the United States Mail by registered or certified mail, postage prepaid, return receipt requested; or (iii) the day after placement with a courier guaranteeing overnight delivery in each case addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

E. **Construction of Language**. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party. All words used in this Agreement refer to whatever number or gender the context requires.

F. **Governing Law, Forum and Jurisdiction**. You acknowledge that this Agreement was accepted in the State of Indiana. Except to the extent that this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 115 U.S.C.1051) or the U.S. Copyright Act of 1976 (17 U.S.C.101), this Agreement will be governed, to the extent permissible, by the laws of the State of Indiana without regard to principles of conflicts of law. If, however, any provision of this Agreement would not be enforceable under the laws of Indiana, and if the RoofAid Franchise is located outside of Indiana and the provision would be enforceable under the laws of the state in which the RoofAid Franchise is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of the state where the RoofAid Franchise is located**.** Matters controlled by arbitration will be governed by the United States Arbitration Act (9 U.S.C. § 1, et. seq.). Except for any matters subject to arbitration, we may institute any action arising out of or relating to this Agreement in any state or federal court of general jurisdiction in the State of Indiana, and you and each guarantor of this Agreement irrevocably submit to the jurisdiction of these courts and waive any objection to the application of Indiana law or to the jurisdiction or venue in these Indiana courts. If you institute any action arising out of or relating to this Agreement, which is not subject to arbitration, that action must be brought in the courts of Monroe County, Indiana, unless that court will not accept jurisdiction over the case.

G. **Effect.** This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, heirs, administrators, executors, and their permitted successors and assigns.

H. **Remedies.** In addition to any other remedies in law or in equity to which it may be entitled, we will be entitled without bond to entry of injunctive relief and orders of specific performance enforcing the provisions of this Agreement, in the event you actually or anticipatorily breach this Agreement. No right or remedy conferred upon us is intended to be exclusive, and every right or remedy granted in this Agreement will be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise. For purposes of this Agreement, a termination will include a termination for any reason, expiration, cancellation, failure to renew, assignment or Transfer.

I. **No Warranty**. You acknowledge that no approvals, consents, waivers, conditions, or the like warrant your success of operating the RoofAid Franchise or the appropriateness of the particular items or matters so approved.

J. **Attorneys' Fees.** In the event of any court or arbitration proceeding, the non-prevailing party will reimburse the prevailing party for all of the prevailing party's costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees which are incurred before, at trial and at all appellate levels.

K. **Joint and Several Liability**. If you are comprised of two (2) or more persons, the obligations and liabilities to us of each of these persons will be joint and several.

L. **Time is of the Essence**. Time is of the essence of this Agreement.

M. **Survival**. Your obligations regarding Confidential Information and Trade Secrets, non-competition, indemnification, your accrued obligations to us (monetary or otherwise) and any other terms or conditions which by their nature survive such events, will survive the Transfer and the termination or expiration of the term of this Agreement.

N. **Payments from You**. We have the sole discretion to apply any payments by you to any of your past due indebtedness for Royalty Fees, Advertising Fees, Brand Development Fund Fees, expenses, purchases from us or our Affiliates, interest or any other indebtedness you may owe us or our Affiliates. Neither we nor any of our Affiliates are required to accept payments after they have become due or to extend credit or otherwise to finance your operation of the RoofAid Franchise. We and our Affiliates may require you to pay for all purchases on a C.O.D. basis by cashier's check, or may refuse to make further sales to you, if you are in default under this Agreement or if you have failed to pay all amounts due us or our Affiliates when due.

O. Limitation of Legal Actions.

1. EXCEPT WITH RESPECT TO YOUR OBLIGATIONS REGARDING THE MARKS AND CONFIDENTIAL INFORMATION AND TRADE SECRETS, WE AND YOU (AND YOUR OWNERS) EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR CLAIM FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR ANY CONDUCT ARISING OUT OF THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU.

2. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES.

3. ANY DISAGREEMENT BETWEEN YOU (AND YOUR GUARANTORS AND OWNERS) AND US (AND OUR AFFILIATES AND OWNERS) WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND MUST NOT BE BROUGHT AS A CLASS ACTION AND YOU (AND YOUR GUARANTORS AND OWNERS) WAIVE ANY RIGHT TO PROCEED AGAINST US (AND OUR AFFILIATES, OWNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) BY WAY OF CLASS ACTION, OR BY WAY OF A MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION.

4. YOU WILL BE BARRED FROM BRINGING ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU, UNLESS A JUDICIAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THAT CLAIM.

P. **Limitation on Liens**. You will not grant a security interest, pledge, or place a lien upon your

interest in this Agreement or in the RoofAid Franchise or in the furniture, fixtures, or equipment used in the business, except that you will be permitted to grant a security interest in such furniture, fixtures, and equipment to secure your obligation to the seller of, or lender of funds used for the purchase of, such furniture, fixtures, and equipment.

Q. **Day-to-Day Control**. You have the sole right and responsibility for the manner and means by which the day-to-day operation of the RoofAid Franchise is determined and conducted and for achieving your business objectives. Subject to any approval, inspection and enforcement rights reserved to us in this Agreement, this right and responsibility possessed by you includes the employment, supervision, setting the conditions of employment and discharge for your employees, daily maintenance, safety concerns and the achievement of conformity with the System.

R. **Right to Subcontract**. We will have the right to subcontract the performance of any of our obligations pursuant to this Agreement to any of our Affiliates or any other third-party designee.

S. **Force Majeure.** We shall not be liable to you and you shall not be liable to us for any failure or delay in performing any obligation, in whole or in part, under this Agreement if such failure or delay results directly or indirectly from wars (declared or not), insurrections, riots, fires, floods, explosions, earthquakes, accidents, epidemic, pandemic, quarantine restrictions, acts of God, any act of government or governmental priorities, transportation failures or delays, embargoes, material or parts shortages, strikes, labor trouble causing a cessation or slow down or interruption of work (including labor troubles or other delays at a supplier's facility), or any other cause beyond ours or yours reasonable control. Any time periods for performance in this Agreement, other than the Initial Term or any Continuation Term of this Agreement, shall be extended the length of any delay in performing any obligation, in whole in in part, under this Section.

XXII. YOUR WARRANTIES AND REPRESENTATIONS

A. YOU HAVE BEEN ADVISED TO MAKE AN INDEPENDENT INVESTIGATION OF OUR OPERATIONS. WE HAVE NOT AND DO NOT REPRESENT THAT YOU CAN EXPECT TO ATTAIN A SPECIFIC LEVEL OF SALES, PROFITS, OR EARNINGS. YOU HAVE BEEN ADVISED TO OBTAIN INDEPENDENT PROFESSIONAL ADVICE REGARDING THIS FRANCHISE. YOU UNDERSTAND THAT YOU MAY SUSTAIN LOSSES AS A RESULT OF THE OPERATION OR THE CLOSING OF THE BUSINESS. YOU UNDERSTAND THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES A HIGH DEGREE OF FINANCIAL RISK AND DEPENDS TO A LARGE DEGREE ON YOUR SKILLS, ABILITIES, INITIATIVE, AND HARD WORK.

B. YOU REPRESENT TO US THAT YOUR SIGNATURE ON AND PERFORMANCE OF THIS AGREEMENT DOES NOT VIOLATE OR CONSTITUTE A BREACH OF THE TERMS OF ANY OTHER AGREEMENT OR COMMITMENT TO WHICH YOU, YOUR GUARANTORS OR ANY OF YOUR AFFILIATES ARE A PARTY.

C. UNDER APPLICABLE U.S. LAW, INCLUDING WITHOUT LIMITATION EXECUTIVE ORDER 1224, SIGNED ON SEPTEMBER 23, 2001 (THE "ORDER"), WE ARE PROHIBITED FROM ENGAGING IN ANY TRANSACTION WITH ANY PERSON ENGAGED IN, OR WITH A PERSON AIDING ANY PERSON ENGAGED IN ACTS OF TERRORISM AS DEFINED IN THE ORDER. ACCORDINGLY, YOU DO NOT, AND HEREAFTER WILL NOT ENGAGE IN ANY TERRORIST ACTIVITY. IN ADDITION, YOU ARE NOT AFFILIATED WITH AND DO NOT SUPPORT ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY. FINALLY, YOU ARE NOT ACQUIRING THE RIGHTS GRANTED UNDER THIS AGREEMENT WITH THE INTENT TO GENERATE FUNDS TO CHANNEL TO ANY INDIVIDUAL OR ENTITY ENGAGED IN, CONTEMPLATING, OR SUPPORTING TERRORIST ACTIVITY, OR TO OTHERWISE SUPPORT OR FURTHER ANY TERRORIST ACTIVITY.

D. YOU AFFIRM THAT ALL INFORMATION SET FORTH IN ANY AND ALL APPLICATIONS, FINANCIAL STATEMENTS AND SUBMISSIONS TO US IS TRUE, COMPLETE AND ACCURATE IN ALL RESPECTS, AND YOU ACKNOWLEDGE THAT WE ARE RELYING UPON THE TRUTHFULNESS, COMPLETENESS AND ACCURACY OF THE INFORMATION.

XXIII. CAVEAT

THE SUCCESS OF THE ROOFAID FRANCHISE IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON YOUR ABILITY AS AN INDEPENDENT BUSINESS PERSON, AS WELL AS OTHER FACTORS. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THE ROOFAID FRANCHISE AND NO ONE IS AUTHORIZED TO MAKE ANY SUCH REPRESENTATION OR WARRANTY ON OUR BEHALF.

YOU UNDERSTAND AND AGREE THAT WE HAVE NO OBLIGATION TO ACCEPT YOUR APPLICATION AND MAY REFUSE TO GRANT YOU A FRANCHISE FOR ANY REASON, OR NO REASON, WITHOUT DISCLOSING THE BASIS FOR OUR DECISION. YOU ACKNOWLEDGE THAT UNLESS AND UNTIL WE SIGN THIS AGREEMENT, THE FRANCHISE HAS NOT BEEN GRANTED, YOU ARE NOT A FRANCHISEE OF OURS AND YOU MAY NOT RELY UPON BECOMING A FRANCHISEE OF OURS.

XXIV. NON-LIABILITY OF OUR AFFILIATES

We are the only party obligated to you under this Agreement. You may not look to any affiliate of us, or related companies, other business entities or individuals for performance of this Agreement.

XXV. DEFINITIONS

For purposes of this Agreement, the following terms will have the meaning as defined below:

A. "Affiliates" means individually or collectively, any and all entities controlling, controlled by, or under common ownership with us. In this definition, "control" and similar terms means owning more than 50% of the voting interest in an entity.

1. "Competitive Business" means any residential or commercial roofing company including any construction business which markets, advertises or presents itself as an installer, repairer, supplier or servicer of residential or commercial roofing products.

B. "RoofAid Franchise" means the RoofAid Franchise and any other roofing company operating under the System and Marks, whether owned by us or any Affiliate, or licensed or franchised by us or any Affiliate.

C. "RoofAid Franchise" means the RoofAid Franchise, which is the subject of this Agreement.

D. "Gross Receipts" means the total amount of money received from all sales of products, services and merchandise sold from, though, or in connection with the RoofAid Franchise whether for cash, on credit, barter or otherwise, exclusive of applicable sales, use or service taxes and complimentary sales.

E. "Marks" means such service marks, trademarks, trade dress, trade names, logos, commercial symbols and copyrights, as may presently exist, or which may be modified, changed, or acquired by us or our Affiliates, in connection with the operation of the business contemplated by this Agreement including, without

limitation, the marks "RoofAid".

F. "Operation Partner" means you if you are a sole proprietor, or, if you are a corporation, partnership or limited liability company, the person designated by you, who must (a) own and control, or have the right to own and control (subject to conditions reasonably acceptable to us), not less than 10% of the ownership interest in you, and (b) have the authority to bind you regarding all operational decisions with respect to your RoofAid Franchise.

G. "System" means a specially developed method of operating a roofing business under the Marks using certain procedures and methods, site evaluation criteria, layouts, accounting methods, advertising, sales and promotional techniques, personnel training, trade secrets and any other matters relating to the operation and promotion of a RoofAid Franchise as they may be changed, improved, modified and further developed by us or our Affiliates from time to time.

H. "Term" (whether or not capitalized) means the Initial Term, the Continuation Term and the Renewal Term, individually and collectively.

I. "Transfer" means and includes any voluntary or involuntary, direct or indirect, assignment, sale, gift, conveyance, lease or other disposition of an interest in this Agreement, you or the RoofAid Franchise, including: (a) transfer of any capital stock, partnership interest, limited liability company interest or other ownership interest; (b) merger, consolidation, reorganization, business combination or other issuance of additional stock or ownership interests; (c) transfer in bankruptcy or dissolution of marriage or otherwise by operation of law or by order of court; (d) transfer to a personal representative upon disability or transfer upon the death of an Operation Partner; (e) the grant or creation of any lien or encumbrance on any ownership interest or asset; (f) the grant of any option, call, warrant, conversion rights or rights to acquire any equity or voting interest; (g) assignment of contract rights; (h) sale of assets (including the inventory, furniture, fixtures, equipment and other operating assets of the RoofAid Franchise, other than in ordinary course of business); or (i) any change of control or management of the RoofAid Franchise.

J. "You" or "Your" (whether or not capitalized) also includes: (a) those persons and their spouses owning any interest in you if you are a corporation or a limited liability company; (b) all partners and their spouses owning any partnership interest in you if you are a partnership; (c) the individual and his or her spouse who owns you if you are a sole proprietorship; and (d) the guarantors of this Agreement. For purposes of determining ownership in you, the interests owned by a husband and wife will be considered one interest, and both husband and wife will be obligated hereunder, regardless of whether the interest is owned by just one spouse or both spouses.

XXVI. **MISCELLANEOUS.**

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, Franchisee and its owners certify, represent, and warrant that none of its property or interests is subject to being blocked under, and that Franchisee and its owners otherwise are not in violation of any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee or its owners, or any blocking of Franchisee's or its owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Subsection 17.3(a)(iv) above.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their names.

FRANCHISOR:
RoofAid LLC

By:_____
Name: Robert Hall
Title: C.E.O.

FRANCHISEE (Entity):
_____

By:_____
Name:_____
Title:_____

FRANCHISEE (Principal):

_____
Name:_____

FRANCHISEE (Principal):

_____
Name:_____

[FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR ACCEPTED LOCATIONS IN OHIO]

Notice of cancellation

(Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to RoofAid LLC, 885 South College Mall Road - PMB 495, Bloomington, IN 47401; (812) 650-2233 not later than midnight of _____.

I hereby cancel this transaction.

_____

(Purchaser's Signature)

(Date) _____

[FOR OHIO RESIDENTS AND FRANCHISEES WITH TERRITORIES AND/OR ACCEPTED LOCATIONS IN OHIO]

Notice of cancellation

(Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to RoofAid LLC, 885 South College Mall Road - PMB 495, Bloomington, IN 47401; (812) 650-2233, not later than midnight of _____.

I hereby cancel this transaction.

_____

(Purchaser's Signature)

(Date) _____

ATTACHMENT 1 TO FRANCHISE AGREEMENT
FRANCHISE RIDER

Initial Franchise Fee

The Initial Franchise Fee, which is due and payable upon execution of this Franchise Agreement, is:

_____Fifty Thousand Dollars ($50,000) for the right to open a RoofAid Franchised Business.

Notice

The following address is Franchisee's address for notice under the Franchise Agreement.

Franchisee's Address for Notice

_____
_____
_____
_____

Franchisee's Email Address:

_____

Approved Location and Restricted Area (If Applicable)

If the Location has already been selected by Franchisee and approved by Franchisor, then the following are Franchisee's Location and Restricted Area for the term of the Franchise Agreement:

Location: _____

Territory: _____

ATTACHMENT 2 TO FRANCHISE AGREEMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Nondisclosure and Noncompetition Agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between RoofAid LLC, a Indiana limited liability company ("Franchisor"), and _____ ("Associate"), who resides at _____. All initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Franchise Agreement.

RECITALS

A. Franchisor is engaged in the business of franchising roofing businesses and roofing systems, exterior work, gutters, and siding offering ("Franchised Business"). The franchised businesses are operated under Franchisor's trademark "ROOFAID USA" and other service marks, trademarks, logo types, architectural designs, trade dress and other commercial symbols (collectively, the "Marks");

B. Franchisor has developed methods for establishing, operating and promoting Franchised Business pursuant to Franchisor's Confidential Information (defined below) and such Confidential as may be further developed from time to time by Franchisor ("System");

C. Franchisor and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of products and customer service, which goodwill and reputation have been and will continue to be of major benefit to Franchisor;

D. Associate desires to become involved with a _____ ("Franchisee"), a franchisee of Franchisor in the capacity of an owner, officer, partner, director, or agent of the Franchised Business, or is a spouse or domestic partner of an owner of a Franchised Business, and will become privileged as to certain Confidential Information; and

E. Associate and Franchisor have reached an understanding with regard to nondisclosure by Associate of Confidential Information and with respect to noncompetition by Associate with Franchisor and other franchisees of Franchisor. Associate agrees to the terms of this Agreement as partial consideration for Franchisor's willingness to allow Associate to engage in a business relationship with Franchisor or a Franchisee using Franchisor's Confidential Information.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and Franchisor, intending legally to be bound, agree as follows:

1. Definitions.

(a) "Associate" shall mean the individual described in the first paragraph of this Agreement.

(b) "Competitive Business" as used in this Agreement means any residential or commercial roofing company including any construction business which markets, advertises or presents itself as an installer, repairer, supplier or servicer of residential or commercial roofing products.

(c) "Confidential Information" means the information, not generally known to the public, in any form, relating to the Franchised Business and its operations, including all trade secrets of the Franchised Business; all knowledge, know-how, standards, methods, and procedures related to the establishment and operation of the Franchised Business not generally known to the public; all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Franchised Business (such as all

names, addresses, phone numbers, e-mail addresses for customers and suppliers; customer purchase records and mail lists); manuals; curriculum; platforms; electronic code, designs, marketing materials, and business, sales, and marketing strategies; financial information; databases; training materials; knowledge of the franchise system, and any other data and information that Franchisor or its affiliates designates as confidential, including all information contained in the Brand Standards Manual.

(d) "Franchise Agreement" shall mean the franchise agreement between Franchisor and Franchisee dated _____ as amended or renewed from time to time.

(e) "Location" shall mean the accepted Restricted Area of Franchisee's Franchised Business.

(f) "Restricted Territory" shall mean:

(i) The Location and any geographic area which is within a twenty (20) mile radius of the Location or any other ROOFAID outlet, whether owned by Franchisee, Franchisor, Franchisor's affiliates or any other franchisee as of the first date of the Restrictive Period; or

(ii) Only in the event the foregoing is determined by a court of law to be too broad, the Location and any geographic area which is within a one (1) mile radius of the Location or any other ROOFAID outlet, whether owned by Franchisee, Franchisor, Franchisor's affiliates or any other franchisee as of the first date of the Restrictive Period; or

(iii) Only in the event the foregoing is determined by a court of law to be too broad, the Location and any geographic area which is within a one (1) mile radius of the Location as of the first date of the Restrictive Period; or

(iv) Only in the event the foregoing is determined by a court of law to be too broad, the Location as of the first date of the Restrictive Period.

(g) "Restrictive Period" shall mean a period of two (2) years that begins the earlier of (i) the date of termination, expiration, or non-renewal of the Franchise Agreement, regardless of the reason for such termination, expiration, or non-renewal, or (ii) the date Associate's association with Franchisee or the Franchised Business ends for any reason, including but not limited to, divorce, separation, sale, termination, or transfer.

(h) "Term" shall mean the period from the Effective Date through the first date of the Restrictive Period.

(i) "Restricted Area" shall have the meaning defined in the Franchise Agreement.

2. Confidential Information. Associate and Franchisor acknowledge that the Confidential Information that is developed and utilized in connection with the operation of the Franchised Business is unique and the exclusive property of Franchisor or its affiliates. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to Franchisor or its affiliates. Associate further acknowledges that Franchisor or its affiliates have expended a great amount of effort and money in obtaining and developing the Confidential Information, that Franchisor or its affiliates have taken numerous precautions to guard the secrecy of the Confidential Information, and that it would be very costly for competitors to acquire or duplicate the Confidential Information.

3. Nondisclosure of Confidential Information. During the Term and for all periods after the Term, Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use for its own benefit or for the benefit

of any person, firm, corporation or other entity other than for the use of Franchisor or the Franchised Business, any of the Confidential Information of Franchisor or its affiliates.

4. In-Term Covenant Against Unfair Competition. During the Term, Associate will not, without Franchisor's prior written consent for themselves, or through, on behalf of, or in conjunction with any other person or entity:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in, as a partner, owner, officer, executive, managerial employee, director, sales person or consultant for, any Competitive Business; or

(b) offer or grant franchises or licenses for any Competitive Business; or

(c) become a franchisee or licensee of any Competitive Business; or

(d) perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

5. Post-Termination Covenant Against Unfair Competition. Associate covenants and agrees that for the Restrictive Period Associate shall not, within the Restricted Territory, engage in any of the following:

(a) franchise, license, or own an interest in any Competitive Business, including as franchisor, licensor, franchisee or licensee, provided that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Section 5 so long as Associate does not own themselves or through his or her spouses or partners more than one percent (1%) of the securities of such corporation; or

(b) engage in any Competitive Business as an officer, director, employee, consultant, manager, operator, or independent contractor in any capacity in which Associate would be in a position to use or disclose Confidential Information.

6. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which Franchisor may be entitled. Associate agrees that Franchisor may obtain such injunctive relief, without posting a bond or bonds totaling Five Hundred Dollars ($500) or more, but upon due notice, and Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

7. Reasonableness of Restrictions. Associate acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and necessary for the protection of the Confidential Information and that any violation of this Agreement would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into a business relationship with Associate or Franchisee or enter into this Agreement or the Franchise Agreement without receiving Associate's unrestricted promise to preserve the confidentiality of the Confidential Information. In any litigation concerning the entry of any requested injunction against Associate, Associate, for value, voluntarily waives such defenses as Associate might otherwise have under the law of the jurisdiction in which the matter is being litigated relating to any claimed "prior breach" on the part of Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of Franchisor will entitle or permit Associate to disclose any such Confidential Information in any circumstances. Associate agrees that the running of the applicable post-termination Restrictive Period shall be tolled during any period of a violation of this Agreement.

8. Effect of Waiver. The waiver by Franchisor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and Franchisor and their respective heirs, executors, representatives, successors and assigns.

10. Entire Agreement. This instrument contains the entire agreement of Associate and Franchisor relating to the matters set forth herein. It may not be changed verbally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

11. Governing Law; Jurisdiction and Venue.

(a) If Associate is an owner or guarantor of Franchisee, the governing law and dispute resolution provisions of the Franchise Agreement shall apply to this Agreement.

(b) For Associates that are not an owner or guarantor of Franchisee, the following terms apply: The laws of Indiana (without giving effect to its conflicts of law principles) govern all matters arising under and relating to this Agreement, including torts. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of Indiana, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of Indiana. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of Indiana. Notwithstanding the foregoing, in the event that the laws of the state where Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

12. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provisions of this Agreement that shall otherwise remain in full force and effect.

13. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

14. Miscellaneous. Due to the importance of this Agreement to Franchisor, any claim Associate has against Franchisor is a separate matter and does not entitle Associate to violate, or justify any violation of, this Agreement. Associate agrees that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, unless herein defined.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

ASSOCIATE:

_____

_____

FRANCHISOR:
ROOFAID LLC

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 3 TO FRANCHISE AGREEMENT

ACH/EFT TRANSFER AGREEMENT

AUTHORIZATION TO HONOR CHECKS AND DEBITS BY AND PAYABLE TO THE FOLLOWING PAYEE(S):

The undersigned depositor ("Franchisee" or "Payor") hereby authorizes ROOFAID LLC ("Franchisor" or "Payee") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the bank designated below ("Bank") to debit or credit such account(s) pursuant to Franchisor's instructions.

Name of Person or Legal Entity of Franchisee: _____
ID Number: _____
Bank: _____
Branch: _____
City: _____ State: _____ Zip Code: _____
Bank Transit/ABA Number: _____
Account Number: _____

This authority is to remain in full and force and effect until sixty days after Franchisor has received written notification from Franchisee of its termination.

FRANCHISEE/PAYOR:

_____

By: _____
Name: _____
Title: _____
Date: _____

INDEMNIFICATION AGREEMENT

To the above named Payee and the Bank designated:

The Payor agrees with respect to any action taken pursuant above authorization:

1. To indemnify the Bank and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Bank in the regular course of business for the purpose of payment, including any costs or expenses reasonably in collection therewith.
2. To indemnify Payee and the Bank for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
3. To defend at Payor's cost and expense any action which might be brought by any depositor or any other persons because of any actions taken by the Bank of Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Bank's or Payee's participation therein.

BE SURE THAT ALL INFORMATION ASKED FOR IS PROVIDED

Exhibit B -1

FRANCHISED BUSINESS DIRECTORY/LISTING OF CURRENT FRANCHISEES AS OF DECEMBER 31, 2024

Name	Address	City	State	Zip	Phone
Mitch Rice	2530 N. Fritz Rd	Bloomington	IN	47408	812-391-6351
Max Church	2924 IN-364	Evansville	IN	47498	812-789-6868
Ben Graber	909 N. Coliseum Blvd.	Ft. Wayne	IN	46805	260-755-3623
John Naviaux	5345 Winthrop Ave. #A	Indianapolis	IN	46220	812-639-0438
Joel Storm	2528 Lanier Dr.	Madison	IN	47250	812-821-5493
Jose Mendez	13777 Larch Ct.	Bowling Green	OH	43402	419-509-1371
Josh Loper**	2390 Bell Rd.	Hamilton	OH	45013	513-433-8901
Jason Wagner**	16895 State Route 103	Mount Blanchard	OH	45867	419-601-7082
Ryan Ulrich*	105 W. Commercial Ave.	Crossville	TN	38574	931-287-4002

*Indicates a transfer. Ben Graber transferred a majority interest in his franchised business to a new transferee.
** Indicates that the following franchisees have signed franchise agreements but as of December 31, 2024, have not yet commenced operations.

Exhibit B -2

LISTING OF CERTAIN PAST FRANCHISEES
AS OF DECEMBER 31, 2024

None.

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

Exhibit C

FINANCIAL STATEMENTS

ROOFAID USA

FINANCIAL STATEMENTS

DECEMBER 31, 2024

CLH CPAs & CONSULTANTS

LA PORTE | MICHIGAN CITY | VALPARAISO

ROOFAID USA

FINANCIAL STATEMENTS
DECEMBER 31, 2024

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Statement of Cash Flows	5
Notes to Financial Statements	6

CLH CPAs & CONSULTANTS

LA PORTE
127 E. Shore Parkway | Suite E
La Porte, IN 46350
phone: 219.402.3318
fax: 219.874.1137

MICHIGAN CITY
123 E. 8th Street
Michigan City, IN 46360
phone: 219.874.0210
fax: 219.874.1137

VALPARAISO
150 W. Lincolnway | Suite 3002
Valparaiso, IN 46383
phone: 219.615.0210
fax: 219.874.1137

Independent Auditors' Report

To the Board of Directors of
RoofAid USA
Guilford, Indiana

Opinion

We have audited the accompanying financial statements of RoofAid USA (an Indiana limited liability company), which comprise the balance sheet as of December 31, 2024, and the related statements of income and changes in members' deficit, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RoofAid USA as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of RoofAid USA and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 RoofAid USA's ability to continue as a going concern within one (1) year after the date that the financial statements are available to be issued.

Auditors' 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 auditors' 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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

CLH CPAs & CONSULTANTS

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127 E. Shore Parkway | Suite E
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150 W. Lincolnway | Suite 3002
Valparaiso, IN 46383
phone: 219.615.0210
fax: 219.874.1137

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 RoofAid USA'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 RoofAid USA'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.

Respectfully submitted,

CLH, CPAs & Consultants

Certified Public Accountants
Michigan City, Indiana
March 27, 2025

ROOFAID USA

BALANCE SHEET
DECEMBER 31, 2024

ASSETS		
CURRENT ASSETS		
Cash	$	209,164
Franchise fees receivable - royalties		137,303
Franchise fees receivable - initial fee		48,092
Prepaid expenses		8,181
Total assets	$	402,740
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable	$	9,941
Credit card payable		5,003
Accrued expenses		33,324
Deferred franchise initial fees		58,092
Due to member		302,000
Total current liabilities		408,360
MEMBERS' DEFICIT		
Capital contributions		467,790
Accumulated deficit		(473,410)
Total members' deficit		(5,620)
Total liabilities and members' deficit	$	402,740

See accompanying notes to the financial statements
and independent auditors' report.

ROOFAID USA

STATEMENT OF INCOME AND CHANGES IN MEMBERS' DEFICIT
YEAR ENDED DECEMBER 31, 2024

	Amount	% to Revenues
REVENUES		
Franchise fee - initial fees	$ 50,000	6.8 %
Franchise fee - royalties	657,912	88.9
Franchise fee - tech fees	32,000	4.3
Total revenues	739,912	100.0
OPERATING EXPENSES		
Salaries and wages	500,088	67.6
Payroll taxes	37,487	5.1
Advertising	80,154	10.8
Bank & credit card service charges	878	0.1
Business development	12,500	1.7
Business licenses & permits	450	0.1
Computer & internet expense	24,875	3.4
Dues & subscriptions	19,284	2.6
Education & training	3,717	0.5
Insurance	53,909	7.3
Legal & professional fees	49,603	6.7
Meals & entertainment	1,523	0.2
Office expense	1,222	0.2
Payroll processing fees	3,917	0.5
Rent	18,000	2.4
Travel expense	10,574	1.4
Total operating expenses	818,181	110.6
Operating loss	(78,269)	(10.6)
OTHER INCOME (EXPENSE)		
Interest expense	(28,258)	(3.8)
Net loss	(106,527)	(14.4) %
MEMBERS' DEFICIT BEGINNING OF YEAR	(366,883)	
MEMBERS' DEFICIT END OF YEAR	$ (473,410)	

See accompanying notes to the financial statements
and independent auditors' report.

ROOFAID USA

STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$	(106,527)
Adjustments to reconcile net income (loss) to net cash		
(Increase) decrease in assets		
Franchise fees receivable - royalties		83,379
Franchise fees receivable - initial fee		73,562
Prepaid expenses		5,359
Increase (decrease) in liabilities		
Accounts payable		(3,894)
Credit card payable		2,115
Accrued expenses		20,204
Deferred franchise initial fees		(23,562)
Net cash from operating activities		50,636
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from due to member		163,640
Repayment of due to member		(7,592)
Net cash from financing activities		156,048
Net change in cash & cash equivalents		206,684
CASH - BEGINNING OF YEAR		2,480
CASH - END OF YEAR	$	209,164
DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$	5,910
NON-CASH TRANSACTIONS		
Conversion of accounts payable to due to member	$	324,945
Conversion of accrued interest to due to member	$	1,819
Conversion of due to affiliates to due to member	$	17,008
Conversion of due to member to capital contributions	$	467,290

See accompanying notes to the financial statements
and independent auditors' report.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

RoofAid USA is an Indiana limited liability company (members liability is limited) that was created in December 2021 and began operations in 2022. The Company's legal name is RoofAid, LLC; however, it legally assumed the business name of RoofAid USA in January 2023. The Company is a franchisor specializing in the provision of roofing services across the United States through its network of franchisees. The Company's primary business activities encompass the development, marketing, and support of the RoofAid USA franchise system.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of RoofAid USA (hereinafter referred to as "the Company") is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles of the United States of America and have been consistently applied in the preparation of the financial statements.

BASIS OF ACCOUNTING

Assets, liabilities, members' deficit, revenues, and expenses are recognized on the accrual basis of accounting.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles of the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. It is at least reasonably possible that these estimates and assumptions may change in the future and actual results could differ. Accounts where estimates are used in the accompanying financial statements include, but are not limited to, the allowance for credit losses and accrued expenses.

CASH

For purposes of the statement of cash flows, cash includes time deposits, certificates of deposit, and all highly liquid debt instruments with original maturity of three (3) months or less. The Company held no cash equivalents as of December 31, 2024.

FRANCHISE FEES RECEIVABLE

Franchise fees receivable is reported at their net realizable value. Franchise fees receivable primarily consists of amounts due from franchisees for royalties and initial start-up fees. Franchise fees receivables are written off when they are determined to be uncollectible. There has not been any collection losses, and management concluded that, based on a review of material balances outstanding, a valuation allowance was not necessary. Franchise fees receivable is recorded when invoices are issued and are presented on the balance sheet. Interest is not charged on past due accounts.

(continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Receivables related to royalty franchise revenues as of December 31, 2024 is $137,303 on the balance sheet.

FRANCHISE FEES RECEIVABLE – INITIAL FEE

Franchisee loan receivable – initial fee at December 31, 2024, include the following:

	Initial Fees	Payments	Royalties Applied	Balance
Franchisee 1	$ 50,000	$ -	$ 50,000	$ -
Franchisee 2	50,000	-	50,000	-
Franchisee 3	50,000	-	50,000	-
Franchisee 4	50,000	-	41,908	8,092
Franchisee 5	50,000	10,000	-	40,000
Franchisee 6	50,000	50,000	-	-
Franchisee 7	50,000	50,000	-	-
Franchisee 8	50,000	50,000	-	-
Total	$ 400,000	$ 160,000	$ 191,908	$ 48,092

DEFERRED FRANCHISE INITIAL FEES

Changes in the Company's deferred franchise initial fees during the year ended December 31, 2024 was as follows:

	Amount
Balance at December 31, 2023	$ 81,654
2024 fees deferred	50,000
2024 revenue recognized	(73,562)
Balance at December 31, 2024	$ 58,092

REVENUE RECOGNITION

The Company's revenues are recorded entirely from franchise operations. The franchise arrangement for the brand is documented in the form of a franchise agreement. The franchise agreement between the Company as the franchisor and the franchisee as the customer requires the Company to perform various activities to support the brand and do not directly transfer goods and services to the franchisee, but instead represent a single performance obligation, which is the transfer of the franchise license. The intellectual property subject to the franchise license is symbolic intellectual property as it does not have significant standalone functionality, and substantially all the utility is derived from its association with the Company's past or ongoing activities. The nature of the Company's promise in granting the franchise license is to provide the franchisee with access to the brand's symbolic intellectual property over the term of the license. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The transaction price in a standard franchise arrangement for the brand primarily consists of (a) initial franchise fees; and (b) continuing franchise fees (royalties). Since the Company considers the licensing of the franchising rights to be a single performance obligation, no allocation of the transaction price is required.

The Company recognizes the primary components of the transaction price as follows:

- $50,000 franchise fee contract is set up for the franchise fees to be waived for two (2) years as they are offset by royalty income from these contracts during the two (2) year period. The franchise fees are deferred revenue until either the two-year term is complete, or the franchise fee is completely offset by royalties paid. Franchise fees offset by royalties are recognized when the franchisee's reported sales occur, and franchise fees paid otherwise are recognized when received.

- $50,000 franchise fee contracts are due at the time of the franchise agreement signing and are for the initial setup of the franchisee. Initial fees are recognized upon the start of business by the franchisee. Revenue results for both franchise fees are recorded in franchise fees receivable – initial fee on the balance sheet.

- The Company is entitled to royalties based on a percentage of the franchisee's gross sales as defined in the franchise agreement. Royalties are recognized when the franchisee's reported sales occur. Revenue results are recorded in franchise fees receivable – royalties, on the balance sheet.

- In determining the amount and timing of revenue from contracts with customers, the Company exercises judgment with respect to collectability of the amount; however, the timing of recognition does not require significant judgment as it is based on either the franchise term, or the month of sale as reported by the franchisee, none of which requires estimation.

The Company does not incur a significant amount of contract acquisition costs in conducting its franchising activities. The Company believes its franchising arrangements do not contain a significant financing component.

The following table disaggregates the Company's franchise revenues by major type for the year ended December 31, 2024:

Revenue Type	**Amount**
Initial fees	$ 50,000
Royalties	657,912
Tech fees	32,000
Total	$ 739,912

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The opening and closing balances of franchise receivables and deferred revenues from franchisees during 2024 are as follows:

	Franchise Fees Receivable - Royalties	Franchise Fees Receivable - Initial Fee	Deferred Franchise Initial Fees
December 31, 2024	$ 137,303	$ 48,092	$ 58,092
December 31, 2023	220,682	121,654	81,654

ACCOUNTS PAYABLE

Accounts payable for the years ended December 31, 2024 and 2023, are summarized as follows:

	2024	2023
Accounts payable	$ 9,941	$ 338,780

ADVERTISING

The Company's advertising costs are charged to expense as incurred. Advertising costs amounted to $80,154 for the year ended December 31, 2024.

INCOME TAXES

Effective January 1, 2023, the Company, with the consent of its shareholders, elected to be treated as a small business corporation under Subchapter S of the Internal Revenue Code and similar sections of certain state codes. The income and expenses of a small business corporation are passed directly to its shareholders and are reported on their personal income tax returns. The Company incurs no income tax liability on its ordinary income.

The Company maintains the provision of standards relating to uncertain tax positions (ASC 740-10). When applicable, changes in benefits arising from current and prior tax positions taken by the Company are recognized in the period in which the change occurs. Changes resulting from settlements with taxing authorities are recognized in the period the settlement occurs. Reductions in unrecognized tax benefits as a result of a lapse of the applicable statute of limitations are recognized in the period the statute lapses. When applicable, interest and penalties related to tax liabilities are included as a component of operating expenses. No interest or penalties have been accrued or charged to expense as of December 31, 2024.

The Company's income tax filings for the years 2022 through 2024 are subject to audit by various state and local taxing authorities.

GOING CONCERN EVALUATION

Management evaluates whether there are conditions or events that raise substantial doubt about the Company's ability to continue as a going concern for a period of one (1) year from the date the financial statements are issued.

(continued)

NOTE 2 – RELATED PARTY TRANSACTIONS

The members and related entities under common control make informal advances to the Company. The total current loan balance was $302,000 as of December 31, 2024. The unsecured advances have no formal repayment terms and bear interest at the monthly short-term applicable federal rates, which was 4.21% as of December 31, 2024.

	Loan Balance	Accrued Interest	Interest Paid
Affiliate Entity 1	$ -	$ 358	$ -
Affiliate Entity 2	-	11,455	2,882
Member 1	302,000	16,445	3,028
Total	$ 302,000	$ 28,258	$ 5,910

During the year ended December 31, 2024, the Company converted $10,227 of accrued interest into capital contribution.

During the year ended December 31, 2024, the Company paid one (1) of the affiliated entity's $50,655 of payroll expense and $3,485 of advertising and promotion, which are included in the statement of income.

NOTE 3 – OFFICE LEASE AGREEMENT

The Company has entered into a month-to-month lease agreement for office space located in the home of one of its members. The lease is classified as a short-term lease under ASC 842, as it does not contain a specified non-cancelable lease term extending beyond twelve (12) months, and the Company has the right to terminate the lease at any time without a significant penalty.

- **Lease Payments**: Monthly lease payments under this agreement amount to $1,500.
- **Lease Classification**: This lease is exempt from the recognition requirements of ASC 842 (i.e., no right-of-use assets or lease liabilities are recorded) due to its short-term nature.
- **Expense Recognition**: Lease payments are recognized as lease expense on a straight-line basis, in the period in which the lease payments are incurred. Total lease expense for the year ended December 31, 2024 related to this lease was $18,000 ($1,500 per month).

NOTE 4 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 27, 2025, the date on which the financial statements were available to be issued.

Financial Statements

For the Years Ended
December 31, 2023 and 2022

RBSK PARTNERS PC
CPAs ▪ Advisors ▪ Technology ▪ Payroll ▪ Controllers

RoofAid USA
Table of Contents

December 31, 2023 and 2022

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Ronald J. Knueven, CPA, CVA
John G. Seale, CPA.CITP
Lisa D. Teasdale, CPA
Nicholas P. Wallpe, CPA, CGMA

Independent Auditor's Report

Board of Directors
RoofAid USA

Opinion

We have audited the accompanying financial statements of RoofAid USA (an Indiana Limited Liability Company), which comprise the balance sheets as of December 31, 2023 (restated) and 2022, and the related statements of operations and changes in members' deficit, and cash flows for the year ended December 31, 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RoofAid USA as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the year December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 RoofAid USA and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 RoofAid USA'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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 RoofAid USA'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 RoofAid USA'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.

RBSK Partners pc

Greensburg, Indiana
May 20, 2024

RoofAid USA
Balance Sheets

December 31,

	Restated 2023	2022
Assets		
Current Assets:		
Cash and cash equivalents	$ 2,480	$ 4,965
Franchise fees receivable - royalties	220,682	---
Franchise fees receivable - initial fee	121,654	---
Prepaid expenses	13,540	---
Total current assets	358,356	4,965
Total Assets	$ 358,356	$ 4,965
Liabilities		2022
Current Liabilities:		
Accounts payable	$ 338,780	$ 103,270
Credit card payable	2,888	1,539
Deferred franchise initial fees	81,654	---
Due to affiliates	286,478	32,970
Accrued expenses	14,939	---
Total current liabilities	724,739	137,779
Total liabilities	724,739	137,779
Members' Deficit		
Capital contributions	500	500
Accumulated deficit	(366,883)	(133,314)
Total members' deficit	(366,383)	(132,814)
Total Liabilities and Members' Deficit	$ 358,356	$ 4,965

Notes to financial statements are an integral part of these statements

RoofAid USA
Statements of Operations and Changes in Members' Deficit

For the Year Ended December 31,

	Restated 2023		
Revenues			
Franchise Fee - initial fees	$ 300,000	78.48	%
Initial fees allowance (see note 3)	(200,000)	(52.32)	
Franchise fee - royalties	281,760	73.71	
Membership fees	500	0.14	
	382,260	100.00	
Operating Expenses			
Advertising	73,742	19.29	
Business development	17,500	4.58	
Automobile expense	871	0.23	
Bank service charges	319	0.08	
Business licenses and permits	9,220	2.41	
Card processing fees	12	—	
Computer and internet expense	2,567	0.67	
Dues and subscriptions	23,395	6.12	
Education and training	1,207	0.32	
Facilities expense	2,975	0.78	
Franchisee costs	2,319	0.61	
Insurance	17,407	4.55	
Legal and professional fees	28,547	7.47	
Meals and entertainment	2,550	0.67	
Miscellaneous expense	591	0.15	
Office supplies	2,021	0.53	
Payroll expenses	381,390	99.77	
Payroll taxes	16,885	4.42	
Payroll processing fees	1,099	0.29	
Repairs and maintenance	5,162	1.35	
Rent	18,000	4.71	
Travel expense	3,500	0.92	
Uniforms	336	0.09	
Utilities	2,546	0.67	
Total operating expenses	614,161	160.68	
Operating Loss	(231,901)	(60.68)	
Other Income (Expense)			
Interest expense	(1,827)	(0.48)	
Other income	159	0.04	
Total other income (expense) net	(1,668)	(0.44)	
Net Loss	(233,569)	(61.12)	%
Members' Deficit, Beginning of Year	(133,314)		
Members' Deficit, End of Year	$ (366,883)		

Notes to financial statements are an integral part of these statements

RoofAid USA
Statement of Cash Flows

For the Year Ended December 31,

	Restated 2023
Cash Flows from Operating Activities	
Net loss	$ (233,569)
Adjustments to reconcile net income to net cash from operations:	
Changes in operating assets and liabilities:	
Franchise fees receivable - royalties	(220,682)
Franchise fees receivable - initial fee	(121,654)
Prepaid expenses	(13,540)
Accounts payable	235,510
Credit card payable	1,349
Deferred franchise initial fees	81,654
Accrued expenses	14,939
Net cash used in operating activities	(255,993)
Cash Flows from Investing Activities	
Net cash provided by (used in) investing activities	—
Cash Flows from Financing Activities	
Repayment of affiliate loan	(2,992)
Proceeds from affiliate loan	256,500
Net cash provided by financing activities	253,508
Net Decrease in Cash and Cash Equivalents	(2,485)
Cash and Cash Equivalents at Beginning of Year	4,965
Cash and Cash Equivalents at End of Year	$ 2,480
Supplemental Cash Flow Disclosures:	
Interest paid	$ 8
Income taxes paid	$ —

Notes to financial statements are an integral part of these statements

RoofAid USA
Notes to Financial Statements

December 31, 2023

1. Summary of Significant Accounting Policies

The summary of significant accounting policies of RoofAid USA (hereinafter referred to as the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and 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.

Business Activities

RoofAid USA is a franchisor specializing in the provision of roofing services across the United States through its network of franchisees. The Company's primary business activities encompass the development, marketing, and support of the RoofAid USA franchise system.

Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Company held no cash equivalents as of December 31, 2023.

Franchise Fees Receivable

Franchise fees receivable are reported at their net realizable value. Franchise fees receivable primarily consist of amounts due from franchisees for royalties and initial start-up fees. Franchise fees receivable are written off when they are determined to be uncollectible. There haven't been any collection losses, and management concluded that, based on a review of material balances outstanding, a valuation allowance was not needed. Franchise fees receivable are recorded when invoices are issued and are presented in the balance sheet. Interest is not charged on past due accounts.

Advertising

Advertising costs are expensed as incurred. Advertising expense totaled $73,742 for the year ended December 31, 2023.

(Continued)

Income Taxes

The Company, with the consent of its shareholders, elected under the Internal Revenue Code to be an S corporation effective January 1, 2023. In lieu of corporation income taxes, the stockholders of the Company are taxed on their proportionate share of the Company's taxable income.

The Company has adopted accounting rules that prescribe when to recognize and how to measure the financial statement effect, if any, of income tax positions taken or expected to be taken on its income tax returns, including the position that the Company qualified to be treated as an S Corporation for both federal and state income tax purposes. These rules require management to evaluate the likelihood that, upon examination by relevant taxing jurisdictions, those income tax positions would be sustained.

Based on that evaluation, if it were more than 50% probable that a material amount of income tax would be imposed at the entity level upon examination by the relevant taxing authorities, a liability would be recognized in the accompanying balance sheet along with any interest and penalties that would result from that assessment. Should any such penalties and interest be incurred, the Company's policy would be to recognize them as operating expenses.

Based on the results of management's evaluation, adoption of the rules did not have a material effect on the Company's financial statements. Further, no interest or penalties have been accrued or charged to expense as of December 31, 2023.

The Company's income tax returns are subject to examination by taxing authorities until the expiration of the related statutes of limitations on those tax returns. In general, the federal and state income tax returns have a three-year statute of limitations. As of December 31, 2023, the following tax years are subject to examination:

Jurisdiction	Open Years for Filed Returns	Returns to be Filed in 2024
Federal	2022	2023
Indiana	2022	2023

Revenue Recognition

The Company's revenues are recorded entirely from franchise operations. The franchise arrangement for the brand is documented in the form of a franchise agreement. The franchise arrangement between the Company as the franchisor and the franchisee as the customer requires the Company to perform various activities to support the brand and do not directly transfer goods and services to the franchisee, but instead represent a single performance obligation, which is the transfer of the franchise license. The intellectual property subject to the franchise license is symbolic intellectual property as it does not have significant standalone functionality, and substantially all the utility is derived from its association with the Company's past or ongoing activities. The nature of the Company's promise in granting the franchise license is to provide the franchisee with access to the brand's symbolic intellectual property over the term of the license. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

The transaction price in a standard franchise arrangement for the brand primarily consists of (a) initial franchise fees; and (b) continuing franchise fees (royalties). Since the Company considers the licensing

(Continued)

of the franchising right to be a single performance obligation, no allocation of the transaction price is required.

The Company recognizes the primary components of the transaction price as follows:

- $50,000 franchise fee contract are setup for the franchise fees to be waived for two years as they are offset by royalties income from these contracts during the two year period. The franchise fees are deferred revenue until either the two-year term is complete, or the franchise fee is completely offset by royalties paid. Franchise fees offset by royalties are recognized when the franchisee's reported sales occur, and franchise fees paid otherwise are recognized when received;

- $50,000 franchise fee contracts are due at the time of the franchise agreement signing and are for the initial setup of the franchisee. Initial fees are recognized upon the start of business by the franchisee. Revenue results for both franchise fees are recorded in franchise fees receivable – initial fee on the balance sheet;

- The Company is entitled to royalties based on a percentage of the franchisee's gross sales as defined in the franchise agreement. Royalties are recognized when the franchisee's reported sales occur. Revenue results are recorded in franchise fees receivable - royalties, on the balance sheet;

- In determining the amount and timing of revenue from contracts with customers, the Company exercises judgment with respect to collectability of the amount; however, the timing of recognition does not require significant judgment as it is based on either the franchise term, or the month of sale as reported by the franchisee, none of which require estimation.

The Company does not incur a significant amount of contract acquisition costs in conducting its franchising activities. The Company believes its franchising arrangements do not contain a significant financing component.

Going Concern Evaluation

Management evaluates whether there are conditions or events that raise substantial doubt about the Company's ability to continue as a going concern for a period of one year from the date the financial statements are issued.

Subsequent Events

The Company evaluated subsequent events through May 20, 2024 which is the date these financial statements were available to be issued.

2. Related Party Transactions

The members and related entities under common control make informal advances to the Company. The current total loan balance was $286,478 December 31, 2023. The advances bear interest at applicable federal rates and have no formal repayment terms.

December 31, 2023	Loan Balance	Interest Accrued	Interest Paid
Affiliate Entity 1	$ 10,000	$ 437	$ ---
Affiliate Entity 2	7,008	158	8
Member 1	269,470	1,231	---
Total	$ 286,478	$ 1,826	$ 8

The Company has outstanding accounts payable due to a related entity under common control for payroll and employee costs in the amount of $306,316. During the year ended December 31, 2023, $203,047 in payables were incurred and included in payroll expenses on the statement of operations. The company also had outstanding accounts payable due to an owner for rental of office space of $18,000.

3. Franchise Revenue

The following table disaggregates our franchise revenues by major type for the year ended December 31, 2023:

Initial fees	$ 100,000
Royalties	281,760
Membership Fees	500
Total Franchise Revenues	**$ 382,260**

Accounts receivables related to franchise revenues as of December 31, 2023 were $220,682 and $121,654, respectively and are included in franchise fee receivables on the Balance Sheet.

Changes in the Company's deferred franchise revenue during the year ended December 31, 2023 was as follows:

	Deferred Franchise Revenue
Balance at December 31, 2022	$ ---
Fees Deferred during the year ended December 31, 2023	300,000
Recognized as revenue during the year ended December 31, 2023	(218,346)
Balance at December 31, 2023	**$ 81,654**

(Continued)

4. Franchisee Fees Receivable – Initial Fees

Franchisee loan receivables at December 31, include the following:

	Initial Fees	Payments	Royalties Applied	Balance
Franchisee 1	$ 50,000	$ ---	$ 18,346	$ 31,654
Franchisee 2	50,000	---	---	50,000
Franchisee 3	50,000	---	50,000	---
Franchisee 4	50,000	---	50,000	---
Franchisee 5	50,000	50,000	---	---
Franchisee 6	50,000	10,000	---	40,000
Total	**$ 300,000**	**$ 60,000**	**$ 118,346**	**$ 121,654**

5. Restatement

The financial statements have been restated based on a correction of an error in the financial statements issued on April 26, 2024. An error in the royalty income calculation by a franchisee resulted in a decrease in Franchise fees receivable – royalties on the balance sheet of $58,880. The balance has been correctly stated at $220,682 on the balance sheet, this is restated from the previous amount of $279,562. This restatement also affected Franchise fee – royalties on the Statement of Operations. The amount was reduced by $58,880 from $340,640 to $281,760 as currently stated.

These audited financial statements release previously issued statements dated April 26, 2024.

Exhibit D
STATE AND FEDERAL REGULATORY AUTHORITIES

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st FL New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Mailing - Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200 Overnight - Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501-6456 (360) 902-8760	Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501-6456
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT E

Operations Manual Table of Contents

RoofAid Operations Manual Table of Contents

01 — Introduction

02 — Onboarding

03 — Technology Systems & Specifications

04 — Legal Considerations

05 — Approval Form Instances (Brand & Marks Protection)

06 — Critical Operating Standard Violations

07 — "Getting" The Business

08 — "Doing" The Business

09 — "Running" The Business

10 — "Guiding" The Business

11 — Field Advisory Council (FAC)

12 — Miscellaneous

Appendix

EXHIBIT F

STATE SPECIFIC INFORMATION

RIDERS TO FRANCHISE AGREEMENT FOR SPECIFIC STATES

If any one of the following Riders to the Franchise Agreement for Specific States ("Riders") is checked as an "Applicable Rider" below, then that Applicable Rider shall be incorporated into the Franchise Agreement entered into by ROOFAID LLC and the undersigned Franchisee. To the extent any terms of an Applicable Rider conflict with the terms of the Franchise Agreement, the terms of the Applicable Rider shall supersede the terms of the Franchise Agreement.

Applicable Rider

□ Illinois

□ Indiana

□ Minnesota

FRANCHISOR:
RoofAid LLC

By:_____
Name: Robert Hall
Title: C.E.O.

FRANCHISEE (Entity):

_____

By:_____
Name:_____
Title:_____

FRANCHISEE (Principal):

_____
Name:_____

FRANCHISEE (Principal):

_____
Name:_____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT

Each provision of this Addendum to the FDD and Franchise Agreement shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Illinois Franchise Registration and Disclosure Law are met independently without reference to this Addendum. Each provision of this Addendum to the FDD shall be enforceable only to the extent required by applicable Illinois franchise law.

Disclosure Document. In the State of Illinois only, this Disclosure Document is amended as follows:

The following statements are added to Item 17 of the Disclosure Document.

Illinois law governs the Agreements.

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

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

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

The following statements are added to the Disclosure Document.

By reading this disclosure document, you are <u>not</u> agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

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 Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition. 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 has commenced business operations.

There is not a cap on the amount that you may be required to spend to refurbish your business and Vehicle. (Franchise Agreement Section VII)

The franchisor may add additional authorized services that a franchisee is required to offer. There are no limits on their right to do so except that the investment required of a franchisee for equipment, supplies, and initial inventory will not exceed $20,000.00 per year.

Franchise Agreement. In the State of Illinois only, the Franchise Agreement is amended as follows:

The Franchise Agreement is amended to include:

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 Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition. 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 has commenced business operations.

Illinois law governs the Franchise Agreement.

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

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of the Franchise Agreement, along with the compensation requirements.

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

There is not a cap on the amount that you may be required to spend to refurbish your business and Vehicle. (Franchise Agreement Section VII)

The franchisor may add additional authorized services that a franchisee is required to offer. There are no limits on their right to do so except that the investment required of a franchisee for equipment, supplies, and initial inventory will not exceed $20,000.00 per year.

(Signatures appear on the following page)

FRANCHISOR:
RoofAid LLC

By:_____
Name: Robert Hall
Title: C.E.O.

FRANCHISEE (Entity):

_____

By:_____
Name:_____
Title:_____

FRANCHISEE (Principal):

_____
Name:_____

FRANCHISEE (Principal):

_____
Name:_____

ADDENDUM TO ROOFAID LLC'S FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA

This Addendum to the Franchise Agreement is agreed to this _____day of _____, is by and between ROOFAID LLC and _____ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, Ind. Code § 23-2-2.7, et seq., and the Indiana Franchise Disclosure Law, Ind. Code § 23-2- 2.5, et seq., the Agreement is amended as follows:

- Sections III(B) and XVIII(B) do not provide for a prospective general release of claims against Franchisor that may be subject to the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law.

- In accordance with IC 23-2-2.7-1(2), Section I does not permit Franchisor to compete unfairly with Franchisee within a reasonable area.

- In accordance with IC 23-2-2.7-1(1), Sections VII and XVI do not impose a requirement on Franchisee to purchase goods, supplies, inventories, or services exclusively from Franchisor or sources designated by Franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by Franchisor.

- Section XIX is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

- Section XV is amended to prohibit unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement, and the termination is not in bad faith and to prohibit the discontinuance of services or products for which Franchisor is an approved supplier in the event of default by Franchisee.

- In accordance with IC 23-2-2.7-1(10), Section XXI(P) does not waive the party's rights to trial by jury.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana statute(s) applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

3. Each provision of this Addendum to the Franchise Agreement shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Indiana Franchise Registration and Disclosure Law are met independently without reference to this Addendum. Each provision of this Addendum to the FDD shall be enforceable only to the extent required by applicable Indiana franchise law.

(Signatures appear on the following page)

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:
RoofAid LLC

By:_____
Name: Robert Hall
Title: C.E.O.

FRANCHISEE (Entity):

_____

By:_____
Name:_____
Title:_____

FRANCHISEE (Principal):

_____
Name:_____

FRANCHISEE (Principal):

_____
Name:_____

ADDENDUM TO ROOFAID LLC FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF INDIANA

1. ITEM 8 of the Disclosure Document is amended to add the following:

   Under Indiana Code § 23-2-2.7-1(4), Franchisor will not obtain money, goods, services, or any other benefit from any other person with whom Franchisee does business, on account of, or in relation to, the transaction between Franchisee and the other person, other than for compensation for services rendered by Franchisor, unless the benefit is promptly accounted for, and transmitted by Franchisee.

2. ITEMS 6 and 9 of the Disclosure Document are amended to add the following:

   Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if the procedures or products were utilized by Franchisee in the manner required by Franchisor.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

   Indiana Code § 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

4. The following is added to the end of the "Summary" sections of Item 17(e), titled "Termination by franchisor without cause":

   Indiana Code § 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and the termination is not in bad faith.

5. The following is added to the end of the "Summary" sections of Item 17(r), titled "Non-competition covenants after the franchise is terminated or expired":

   Indiana Code § 23-2-2.7-1(9) prohibits the post-termination covenant not to compete to have a geographical limitation larger than the territory granted to Franchisee under the Franchise Agreement. No territory is granted under this Franchise Agreement, so the post-termination covenant is governed by state law.

6. Each provision of this Addendum to the FDD shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Indiana Franchise Registration and Disclosure Law are met independently without reference to this Addendum. Each provision of this Addendum to the FDD shall be enforceable only to the extent required by applicable Indiana franchise law.

MINNESOTA ADDENDUM to the
FRANCHISE DISLCOSURE DOCUMENT and FRANCHISE AGREEMENT:

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

2. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee's assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to state:

> "Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days notice for non-renewal of the Franchise Agreement. Additionally, Franchisor we will not unreasonably withhold its' consent to a transfer of Franchisees RoofAid USA."

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars ($30.00) per occurrence.

5. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to state:

> "Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)".

6. To the extent of any inconsistencies, the Franchise Agreement and Multi-Unit Development Agreement are hereby amended to state:

> "Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee's rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief."

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.

(Signatures appear on the following page)

The parties hereto have duly executed this Minnesota Addendum on _____.

FRANCHISOR:
RoofAid LLC

By:_____
Name: Robert Hall
Title: C.E.O.

FRANCHISEE (Entity):
_____

By:_____
Name:_____
Title:_____

FRANCHISEE (Principal):

_____
Name:_____

FRANCHISEE (Principal):

_____
Name:_____

EXHIBIT G

FRANCHISEE ACKNOWLEDGMENT STATEMENT

- NOT FOR USE IN CALIFORNIA, MARYLAND OR WASHINGTON -

Franchisee hereby acknowledges the following:

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.

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

_____
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the RoofAid LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE ROOFAID LLC, AND ANY OF ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

_____
Initial

FRANCHISEE (Entity):

_____

By:_____
Name:_____
Title:_____

FRANCHISEE (Principal):

_____
Name:_____

FRANCHISEE (Principal):

_____
Name:_____

State Effective Dates

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

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

State	Effective Date
Illinois	April 30, 2025, amended
Indiana	April 30, 2025, amended
Minnesota	Pending

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

RECEIPTS

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If RoofAid LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If RoofAid LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

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

Jesse Carnicom 885 South College Mall Road - PMB 495 Bloomington, IN 47401 812-650-2233	Robert Hall 885 South College Mall Road - PMB 495 Bloomington, IN 47401 812-650-2233

Issuance Date: April 29, 2025, as amended December 2, 2025.

I received a Disclosure Document dated April 29, 2025, as amended December 2, 2025, that included the following Exhibits:

Exhibit A	ROOFAID Franchise Agreement
Exhibit B-1	Outlet Directory/Listing of Current Franchisees
Exhibit B-2	Listing of Certain Past Franchisees
Exhibit C	Financial Statements
Exhibit D	Federal and State Regulators and Agents for Service of Process
Exhibit E	Brand Standards Manual Table of Contents
Exhibit F	State Specific Information
Exhibit G	Franchisee Acknowledgment Statement

Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

Please return signed receipt to ROOFAID LLC, Franchise Administration, at South College Mall Road - PMB 495, Bloomington, IN 47401; 812-650-2233 or by sending it via email to info@roofaidusa.com

KEEP FOR YOUR RECORDS

RECEIPTS

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If RoofAid LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Exhibit F	State Specific Information
Exhibit G	Franchisee Acknowledgment Statement

Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

Please return signed receipt to ROOFAID LLC, Franchise Administration, at South College Mall Road - PMB 495, Bloomington, IN 47401; 812-650-2233 or by sending it via email to info@roofaidusa.com