FRANCHISE DISCLOSURE DOCUMENT

RV Roofing Solutions LLC
a California limited liability company
365 E. Avenida de los Arboles
Thousand Oaks, California 91360
(818) 332-0645
www.rvroofingsolutions.com
franchise@rvroofingsolutions.com

®

The franchise offered is for the right to own and operate a single "RV Roofing Solutions" business which applies acrylic coatings on various types of recreation vehicles and other roof structures we authorize. The franchise may be for a new business ("**New Business**") or for an addition to an existing business ("**Existing Business**").

The total investment necessary to begin operation of a New Business is $50,700 to $91,500. This includes between $20,950 to $26,800 that must be paid to the franchisor and/or its affiliate. The total investment necessary to begin offering these services at an Existing Business is $36,150 to $91,500. This includes $15,950 to $21,800 that must be paid to the franchisor and/or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the 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 or grant. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Scott Christian at 365 E. Avenida de los Arboles, Thousand Oaks, California 91360 and (818) 332-0645.

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

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

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

Issuance Date: March 11, 2019

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN CALIFORNIA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THE FRANCHISOR HAS NOT OFFERED FRANCHISES PRIOR TO THE ISSUANCE DATE OF THIS FRANCHISE DISCLOSURE DOCUMENT. THEREFORE, THERE IS NO OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OT NOT TO MAKE THIS INVESTMENT.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise. The effective dates for any state franchise registrations appear below.

STATE EFFECTIVE DATES

The following states require that this 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 Disclosure Document is either registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	_____________, 2019
Florida	January 21, 2019

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Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

RV Roofing Solutions LLC ("**we**", "**us**" or "**our**") is a California limited liability company that was formed on December 18, 2013. Our principal place of business is at 365 E. Avenida de los Arboles, Thousand Oaks, California 91360. We do business under our corporate name and under the trade name "**RV Roofing Solutions.**" We will refer to the person who buys this franchise as "you" throughout this Disclosure Document. If the franchise purchaser is a business entity, "you" also includes each partner, shareholder and/or other owner of that entity. Words herein set forth in bold face are done so for ease of reference only.

We are offering franchises for the operation of businesses operating under the "RV Roofing Solutions®" name which apply acrylic coatings on various types of recreation vehicles and other roof structures we authorize. We do not own or operate a business of the type being franchised. We have never offered franchises in any other line of business. We are in the business of owning, operating and franchising RV Roofing Solutions businesses and do not have any other business activities.

We began offering RV Roofing Solutions franchises in December 2014. Our agents for service of process are listed in Exhibit A.

Our Parents, Predecessors and Affiliates

We have no parent, predecessor or affiliate. Our principal, Scott Christian, owns and operates an RV Roofing Solutions business for which he will sign our Franchise Agreement.

The System

We have created a system for businesses that use proprietary products and methods for applying acrylic coatings on various types of recreation vehicles and other roof structures we authorize under the name and mark "RV Roofing Solutions" (the "Marks" or "Proprietary Marks"). Our system includes specifications for materials and supplies; methods, uniform standards, procedures for operations; procedures for management control; training and assistance; and merchandising, advertising and promotional programs, all of which may be changed, improved and further developed (the "System").

The Franchise Offered

The franchise grants you the right to operate a "RV Roofing Solutions" business (the "**RV Roofing Solutions Business**" or "**Franchised Business**") and offer all of the products and services which comprise the System. The franchise may be for a new business ("**New Business**") or for an addition to an existing business ("**Existing Business**"). If permitted by your local ordinances, you may operate the RV Roofing Solutions Business from your home. In addition, you are granted an exclusive right to use and display the Proprietary Marks and trade names and to use our Know How and copyrighted materials in a defined geographical location called an "**Area of Responsibility**."

We offer you a franchise agreement (the "**Franchise Agreement**"), attached to this Disclosure Document as Exhibit C, which gives you the right to establish and operate one Franchised Business at a location mutually approved by you and us (the "**Franchised Location**"). An Addendum for Existing Business is attached to the Franchise Agreement. The Franchise Agreement gives you the right to use the

Proprietary Marks and the System solely with the operation of the Franchised Business, and solely at the Franchised Location.

Our acrylic can only be used within a range of outdoor temperatures. Franchisees in regions that experience cold weather will not be able to work outside when temperatures drop lower than fifty (50) degrees and will need large heated structures to conduct business. See Item 7 for estimated initial investment.

Market and Competition

The market for applying acrylic coatings to recreational vehicles is somewhat established but has room for growth. You will offer your products and services to the general public, but primarily to owners of recreational vehicles. You may have competition from other businesses, some of which may be small companies and franchise systems.

Industry Specific Regulations

You must comply with all federal, state and local laws in the operation of your Franchised Business. You may have to obtain special permitting or zoning to operate the Franchised Business from your home. You should seek counsel and contact your state and local agencies for detailed information about applicable laws and regulations. There may be other laws of general applicability that could impact your operation.

In the state of California, you may need to get a license from the Contractors State License Board (Division 3, Chapter 9 of the California Business and Professions Code).

Item 2

BUSINESS EXPERIENCE

Founder and President – Scott Christian

Mr. Christian has been our Founder and our President since our inception in December 2013. Since January 2006, Mr. Christian has owned and operated an RV Roofing Solutions business in Thousand Oaks, California.

Chief Operating Officer – Frank Joel

Mr. Joel has been our Chief Operating Officer since our inception in December 2013. Since 1998, Mr. Joel has owned and operated Page One, a publishing company located in Thousand Oaks, California.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

In Re Frank M. Joel, U.S. Bankruptcy Court Case Number 1:10-bk-16468-KT, U.S. Bankruptcy Court for the Central District of California. Our Chief Operating Officer, Frank Joel, with a principal office address at 365 E. Avenida de los Arboles, Thousand Oaks, California 91360, filed for protection under Chapter 7 of the U.S. Bankruptcy Code. This bankruptcy was discharged on November 18, 2010.

Except for this one case, no bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

In the State of California, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

For a new Business, you must pay us an initial franchise fee of $20,000 in a lump sum when you sign the Franchise Agreement for an Area of Responsibility that includes 10,000 registered recreational vehicles and/or travel trailers and will include any recreational vehicle/vacation parks located within the zip codes designated to you. The initial franchise fee for an Existing Business of this size is $15,000. The initial franchise fee is not refundable under any circumstances.

If you wish to purchase a larger Area of Responsibility, you will pay $2,000 for each additional 2,000 registered recreational vehicles in your Area of Responsibility. You may purchase the larger Area of Responsibility initially or during the term of your Franchise Agreement. If you decide to purchase the larger Area of Responsibility during the Franchise Agreement, you must be in compliance with your Franchise Agreement, including meeting minimum acrylic coating purchases, the area must be available and it must be contiguous to your original Area of Responsibility. Any fee you pay for a larger area is not refundable.

You must purchase the following items from us before you open the Franchised Business: (1) your start-up equipment package, including basic hand tools, rollers and similar items, at an estimated cost of $300 to $1,000; and (2) your initial inventory of marketing materials, mesh, acrylic coatings and cleaners, at an estimated cost of $650 to $800. These amounts are not refundable.

We reserve the right to require you to give us the money for your initial marketing campaign and we will conduct the campaign on your behalf. If we require this, you must give us $5,000 for us to conduct the initial marketing campaign. If collected, this amount is not refundable.

There are no other payments to or purchases from us or any affiliate that you must make before your Franchised Business opens.

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Item 6

OTHER FEES

Column 1 Type of fee(1)	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty Fee	7% of Gross Revenue	10th day of each month	See Notes 2 and 3 below
Local Marketing	2% of Gross Revenue	As incurred	See Note 4 below.
Marketing Fee	Up to 3% of Gross Revenue once established.	10th day of each month.	See Note 5 below.
Additional Training Fee	Our then-current training fee, plus expenses, currently $600 per person per day for on-site training and $1,000 per person for our headquarters	Before training begins	See Note 6 below.
Transfer Fee	75% of our then-current initial franchise fee or 40% if the transfer is to an existing franchisee.	Submitted with request for approval of transfer	We do not charge a transfer fee for a one-time l to a legal entity that has been formed for convenience of ownership
Renewal Fee	$2,000	At time of renewal	
Management Fee	$500 per day per person	When incurred	See Note 7 below.
Interest on Overdue Amounts	1.5% per month or the highest legal rate we can charge, whichever is less	Due with overdue amount	
Audit	Will vary under the circumstances (estimated to be between $1,000 and $5,000)	After audit	See Note 8 below
Product Purchases	Will vary under circumstances	As required	You must purchase your continuing supply of acrylic coating products and repair materials from us
Franchise Agreement Default, Liquidated Damages	$1,000 per default or as calculated to cover unpaid royalties.	Upon demand	See Note 9 below
Product or Supplier Evaluation	Reimbursement of our costs, but not more than $1,000	On demand	If you request that we evaluate new products or suppliers for the System
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable upon your failure to comply with your Franchise Agreement
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your operations

NOTES:

1. Except as noted in the above chart, all fees are payable to us and are non-refundable. Fees charged by us are imposed uniformly on all franchisees.

2. The term "Gross Revenue" means the aggregate of all sales and other revenue in connection with the Franchised Business, but not including any refunds made in good faith or any sales and equivalent taxes. We may estimate your Royalty Fee if you do not send us a report and adjust later for any differences. If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

3. All Royalty and Marketing Fees are payable by electronic funds transfer ("EFT"). You must sign any documents we, our bank or your bank require to permit us to make EFT deductions from your bank account. You must also pay for all purchases of coating products from us by EFT, which are due within 20 days after you receive the products.

4. We have the right to establish a Marketing Fund and collect Marketing Fees, as described in Item 11. You must spend at least this amount monthly to conduct approved local advertising and sales programs for Your Franchised Business. If a marketing cooperative is established in your area, you must join it, and contributions to it will be applied toward this obligation.

5. These payments will not be required until we determine that establishing a Marketing Fund is appropriate for the System. We will also set the initial contribution rate at that time, which may be less than the maximum rate. We will deposit each payment into a separate bank account to be used for advertising and marketing purposes as described in ITEM 11.

6. The initial franchise fee includes training for up to three persons. These training fees will apply if you need to train additional people or if during operation you need training for additional employees. If training is needed at your location, you must pay for our costs of transportation, lodging and meals.

7. If death, disability or other circumstances occur, we may temporarily manage you Franchised Business.

8. If an audit shows that you have understated your Gross Revenue by 2% or more or if you have failed to provide us with the required reports, you must pay for the audit costs in addition to the balance due plus interest.

9. This is a charge for any violation or default of the Franchise Agreement. If you incur two fines, whether or not the defaults are cured, we may terminate your Franchise Agreement. If we terminate your Franchise Agreement for cause, you must pay liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(New Business)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be Made
Initial Franchise Fee (1)	$20,000	Lump Sum	When Franchise Agreement is signed	Us
Lease, Utility and Security Deposits (2)	$0 to $1,000	As Arranged	As Arranged	Landlord, Utility Companies
Leasehold Improvements (3)	$12,000 to $25,000	As Arranged	As Arranged	Contractor
Vehicle (4)	$3,000 to $15,000	As Arranged	As Arranged	Supplier
Furniture & Fixtures (5)	$0 to $1,000	As Arranged	As Arranged	Suppliers
Computers & Software (6)	$1,500 to $2,500	As Arranged	As Arranged	Suppliers
Start-Up Equipment Package (7)	$300 to $1,000	As Arranged	As Arranged	Us
Office Equipment and Supplies	$150 to $500	As Arranged	As Arranged	Suppliers
Licenses and Permits (8)	$100 to $200	As Arranged	As Incurred	Government Agencies
Professional Fees (9)	$1,000 to $3,000	As Arranged	As Arranged	Attorney, Accountant
Initial Inventory (10)	$650 to $800	As Arranged	As Arranged	Us
Insurance – Annual Premium (11)	$3,500 to $4,000	As Arranged	As Arranged	Insurance Companies
Training Expenses (12)	$1,000 to $3,500	As Arranged	As Arranged	Airline, Hotel, Restaurants, etc.
Initial Launch Marketing (13)	$2,500 to $5,000	As Arranged	As Arranged	Suppliers
Additional Funds – 3 Months (14)	$5,000 to $10,000	As Arranged	As Required	You Determine
Total	**$50,700 to $79,500**			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

NOTES:

THIS TABLE APPLIES TO A FRANCHISE FOR A NEW BUSINESS, NOT AN EXISTING BUSINESS.

1. ***Initial Franchise Fee*** – The initial franchise fee is discussed in Item 5. Our estimate does not include any amount you may pay for a larger Area of Responsibility.

2. ***Rent; Lease, Utility and Security Deposits*** – We anticipate that you will operate your Franchised Business from your home, but you may choose to lease space. If you choose to lease space for your Franchised Business, we estimate that the monthly rental could range from $1,000 to $2,000.

3. ***Leasehold Improvements*** – Our estimate is for a canopy-enclosed structure for your Franchised Business that you may choose to install. The high end of our estimate assumes you will need to have an insulated structure if your Franchised Business is in an area that has inclement weather (such as rain and snow). Approximate canvas canopy structure size is 45 x 12 x 18 which accommodates an average size RV.

4. ***Vehicle*** – You must have a pickup truck or other suitable vehicle for your Franchised Business. Your vehicle must be in good working condition with no rust or body damage, and must be wrapped with the signage we designate. The low end of our estimate assumes that you are using a vehicle you currently own and of which we have approved, and the high end of our estimate assumes that you purchase a vehicle.

5. ***Furniture and Fixtures*** – You will need basic office furniture, such as a desk, dedicated telephone (or mobile telephone), file cabinet, and the like.

6. ***Computers and Software*** – You must have a dedicated computer system for your Franchised Business that includes the software we require. Additional information about the computer system is in Item 11.

7. ***Start-Up Equipment Package*** –This package includes basic hand tools, rollers and similar items. You may purchase these items from us or an approved supplier. You may already have some of these items.

8. ***Licenses and Permits*** – You must obtain all required licenses and permits to operate the Franchised Business. This may include a special permit to allow you to operate a business from your home.

9. ***Professional Fees*** – We strongly encourage you to retain an attorney and/or an accountant to help you evaluate this franchise offering and other matters. You may also wish to form an entity to own the Franchised Business.

10. ***Initial Inventory*** – You must purchase your initial inventory of marketing materials, mesh, acrylic coatings and cleaners from us.

11. ***Insurance*** – Our estimate includes the annual premium for the insurance you must have. Your premiums may be payable monthly, quarterly, semi-annually or annually, depending on your insurance company's policies.

12. ***Training Expenses*** – Our estimate includes the cost for up to three people to attend our initial training program. You must be one of the trainees and you may bring up to two additional people with you at no additional charge. Our estimate includes expenses related to attending our training program, such as travel, lodging, meals and applicable wages. Your total costs may vary depending on the distance you and your trainees must travel and the type of accommodations you choose.

13. ***Initial Launch Marketing*** – You must conduct an initial marketing campaign to promote your Franchised Business. Your campaign must be conducted within your first 90 days of operation. We must approve of your marketing campaign before you conduct it. In our discretion, we may require you to give us the money for your initial marketing campaign and we will conduct the campaign on your behalf.

14. ***Additional Funds*** – You will need additional capital to support on-going expenses, such as marketing fees, payroll and utilities, if these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during this start-up phase or after. Your actual need for additional funds vary considerably, depending, for example, on factors such as: local economic conditions; the local market for the products and services provided under our System; the prevailing wage rate; competition; the sales level achieved during the initial period of operation; and your management and training experience, skill, and business acumen. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. You should take into account the cash outlays and probable losses that you may incur while you are trying to get established. These are only estimates and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee.

We relied on our principal's experience in operating an RV Roofing Solutions Business since 2006 when preparing these estimates. We make no guarantee that additional capital will not be required during the start-up phase of your Franchised Business.

YOUR ESTIMATED INITIAL INVESTMENT
(Existing Business)

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be Made
Initial Franchise Fee (1)	$15,000	Lump Sum	When Franchise Agreement is signed	Us
Lease, Utility and Security Deposits (2)	$0 to $1,000	As Arranged	As Arranged	Landlord, Utility Companies
Leasehold Improvements (3)	$12,000 to $24,000	As Arranged	As Arranged	Contractor
Vehicle (4)	$0 to $15,000	As Arranged	As Arranged	Supplier
Furniture and Fixtures (5)	$0 to $1,000	As Arranged	As Arranged	Suppliers
Computers & Software (6)	$0 to $2,500	As Arranged	As Arranged	Suppliers
Start-Up Equipment Package (7)	$0 to $1,000	As Arranged	As Arranged	Us
Office Equipment and Supplies	$0 to $500	As Arranged	As Arranged	Suppliers
Licenses and Permits (8)	$0 to $200	As Arranged	As Incurred	Government Agencies
Professional Fees (9)	$0 to $3,000	As Arranged	As Arranged	Attorney, Accountant
Initial Inventory (10)	$650 to $800	As Arranged	As Arranged	Us or Approved Supplier
Insurance – Annual Premium (11)	$0 to $4,000	As Arranged	As Arranged	Insurance Companies
Training Expenses (12)	$1,000 to $3,500	As Arranged	As Arranged	Airline, Hotel, Restaurants, etc.
Initial Launch Marketing (13)	$2,500 to $5,000	As Arranged	As Arranged	Suppliers
Additional Funds – 3 Months (14)	$5,000 to $10,000	As Arranged	As Required	You Determine
Total	**$36,150 to $91,500**			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

<u>NOTES</u>:

THIS TABLE APPLIES TO AN EXISTING BUSINESS.

1. ***Initial Franchise Fee*** – The initial franchise fee is discussed in Item 5. Our estimate does not include any amount you may pay for a larger Area of Responsibility.

2. ***Rent; Lease, Utility and Security Deposits*** – We anticipate that you will operate your Franchised Business from your home, but you may choose to lease space. If you choose to lease space for your Franchised Business, we estimate that the monthly rental could range from $1,000 to $2,000.

3. ***Leasehold Improvements*** – Our estimate is for a canopy-enclosed structure for your Franchised Business that you may choose to install. The high end of our estimate assumes you will need to have an insulated structure if your Franchised Business is in an area that has inclement weather (such as rain and snow). Approximate canvas canopy structure size is 45 x 12 x 18 which accommodates an average size RV. Your existing business may already have the appropriate structure.

4. ***Vehicle*** – You must have a pickup truck or other suitable vehicle for your Franchised Business. Your vehicle must be in good working condition with no rust or body damage, and must be wrapped with the signage we designate. The low end of our estimate assumes that you are using a vehicle you currently own and of which we have approved, and the high end of our estimate assumes that you purchase a vehicle.

5. ***Furniture and Fixtures*** – You will need basic office furniture, such as a desk, dedicated telephone (or mobile telephone), file cabinet, and the like.

6. ***Computers and Software*** – You must have a dedicated computer system for your Franchised Business that includes the software we require. Additional information about the computer system is in Item 11.

7. ***Start-Up Equipment Package*** – You may purchase these items from us or an approved supplier. You may already have some of these items.

8. ***Licenses and Permits*** – You must obtain all required licenses and permits to operate the Franchised Business. This may include a special permit to allow you to operate a business from your home.

9. ***Professional Fees*** – We strongly encourage you to retain an attorney and/or an accountant to help you evaluate this franchise offering and other matters. You may also wish to form an entity to own the Franchised Business.

10. ***Initial Inventory*** – You must purchase your initial inventory of marketing materials, mesh, acrylic coatings and cleaners from us.

11. ***Insurance*** – Our estimate includes the annual premium for the insurance you must have. Your premiums may be payable monthly, quarterly, semi-annually or annually, depending on your insurance company's policies.

12. ***Training Expenses*** – Our estimate includes the cost for up to three people to attend our initial training program. You must be one of the trainees and you may bring up to two additional people with you at no additional charge. Our estimate includes expenses related to attending our training program, such as travel, lodging, meals and applicable wages. Your total costs may vary depending on the distance you and your trainees must travel and the type of accommodations you choose.

13. ***Initial Launch Marketing*** – You must conduct an initial marketing campaign to promote your Franchised Business. Your campaign must be conducted within your first 90 days of operation. We must approve of your marketing campaign before you conduct it. In our discretion, we may require you to give us the money for your initial marketing campaign and we will conduct the campaign on your behalf.

14. ***Additional Funds*** – You will need additional capital to support on-going expenses, such as marketing fees, payroll and utilities, if these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during this start-up phase or after. Your actual need for additional funds vary considerably, depending, for example, on factors such as: local economic conditions; the local market for the products and services provided under our System; the prevailing wage rate; competition; the sales level achieved during the initial period of operation; and your management and training experience, skill, and business acumen. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. You should take into account the cash outlays and probable losses that you may incur while you are trying to get established. These are only estimates and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee.

We relied on our principal's experience in operating an RV Roofing Solutions Business since 2006 when preparing these estimates. We make no guarantee that additional capital will not be required during the start-up phase of your Franchised Business.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To insure that the highest degree of quality and service is maintained, you must operate your Franchised Business in strict conformity with our methods, standards and specifications, as set forth in the Confidential Operations Manual ("Manual") or otherwise in writing. You must not deviate from these methods, standards and specifications without our prior written consent. We may revise the contents of the Manual, and you must comply with each new or changed standard and specification. You must at all times make sure that your copy of the Manual is kept current and up to date. We may provide the Manual in hard copy or electronically, such as by CD-ROM or by a password-protected website.

You must maintain in sufficient supply (as we may prescribe in the Manual or otherwise in writing), and use at all times, only the products purchased from suppliers designated or approved by us, and any other products, materials, supplies, computer systems and equipment that conform with our standards and specifications, and you must not deviate from those standards and specifications by the use of non-conforming items without our prior written consent.

You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of items from your inventory or from the Franchised Business free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications. In addition to any other remedies we may have, we may require you to reimburse our costs for the testing (not to exceed $1,000) if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications.

You must purchase and install, at your expense, all fixtures, furnishings, equipment and signage as we may reasonably direct. You must have a suitable vehicle for your Franchised Business, and we prefer that your vehicle be a pickup truck. We do not currently specify the make or model of the vehicle you must have, but we reserve the right to do so in the future. If you have an existing vehicle that you wish to use, the vehicle must first be approved by us before you may have the vehicle wrapped with the required signage. Your vehicle must be in good working condition and must not have any rust or body damage. You must make sure that your vehicle is properly registered and insured.

We reserve the right to require you to use specific acrylic coatings and fabric/mesh in the operation of your Franchised Business, and you may not use any acrylic coatings and fabric/mesh that we have not designated. Currently we are the approved supplier for the acrylic coatings and fabric/mesh that you must purchase and use in your Franchised Business, and we are also an approved supplier of your initial supply of hand tools, rollers, marketing materials and cleaners. We reserve the right to earn a profit from the sale of these items to our franchisees. The profit we earn on the sale of the acrylic coatings and fabric/mesh will be instead of the Royalty Fee. During the fiscal year ended December 31, 2018, we did not earn any revenue from the sale of these items to our franchisees since there were no franchisees in the System. You must purchase all of your acrylic coatings and fabric/mesh from us, both initially and while you are operating the Franchised Business. For other items, such as tools, marketing materials and cleaners, you may purchase these items from any supplier provided that the items meet our requirements.

The following officers listed in Item 2 have an ownership interest in us: Scott Christian. None of our officers has an ownership interest in another approved supplier.

If you wish to purchase, lease or use any products or other items for your Franchised Business, or purchase from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so. We must approve any product or supplier in writing before you make any purchases of that product or from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered either to us or to an independent laboratory for testing. We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. You must reimburse all of our expenses related to our evaluation of a proposed product or supplier (not to exceed $1,000). Our supplier approval procedure does not obligate us to approve any particular supplier. We will notify you within 90 days after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier. We are not required to make available to you or to any supplier the criteria for product or supplier approval that we deem confidential.

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. As of the date of this Disclosure Document, there are no purchasing or distribution cooperatives for any of the items you must purchase or lease in which you must participate.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the RV Roofing Solutions Businesses in our System. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We have the right to collect and retain any and all allowances, rebates, credits, incentives, or benefits (collectively, "Allowances") offered by manufacturers, suppliers, and distributors to you, to us, or to our affiliates, based upon your purchases of products and services from manufacturers, suppliers, and distributors. We or our affiliates will have all of your right, title, and interest in and to any and all of these Allowances. We or our affiliates may collect and retain any or all of these Allowances without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor). During the fiscal year ended December 31, 2018, we did not receive any revenue from Allowances.

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 25% to 45% of your total purchases in establishing your Franchised Business, and approximately 90% to 95% of your total purchases in the continuing operation of your Franchised Business.

When determining whether to grant new or additional franchises we consider many factors, including compliance with the requirements described above.

Insurance

You must obtain and maintain at your own expense the insurance coverage that we or your landlord periodically require and you must meet the other insurance-related obligations during the term of the Franchise Agreement. Our insurance requirements are included in the Manual and may change over time.

As of the date of this Disclosure Document, you must have the following insurance coverages: (1) commercial general liability insurance, including products/completed operations coverage and personal and advertising injury, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate; (2) damage to rental premises coverage of not less than $100,000 (may be included in the commercial general liability policy); (3) medical expenses coverage for any one person of $5,000 (may be included in the commercial general liability policy); (4) automobile liability insurance coverage of not less than $300,000; (5) workers compensation and employer liability as well as any other insurance as may be required by statute or rule in the state in which the Franchised Business is located; and (6) other insurance required by the state or locality in which your Franchised Business is located and operated, or as we may require in the future.

We may require you to obtain insurance coverage for other risks or increase the required amount of coverage and require different or additional insurance during the Franchise Agreement term. Premiums depend upon the insurance carrier's charges, terms of payment and your history. Each insurance policy must: (1) name us as an additional named insured and contain a waiver of all subrogation rights against us; (2) provide for 30 days' prior written notice to us of any material modification, cancellation, or expiration of a policy; (3) provide that coverage applies separately to each insured against whom a claim is brought; (4) contain no provision which limits coverage in the event of a claim by a party who is indemnified under the Franchise Agreement; (5) be primary; and (6) extend to and provide indemnity for all obligations assumed by you under the Franchise Agreement. We must approve your insurance carriers.

If you do not obtain and maintain the insurance coverages that we require, we may (but are not obligated to) obtain insurance on your behalf. If we do this, you must reimburse the premium costs we incur plus a 10% administrative fee.

Marketing Materials

Not later than 10 days before you use them, you must send us for approval samples of all advertising, promotional and marketing material which we have not prepared or previously approved. If we do not disapprove of your proposed materials within this 10 day period, the materials are deemed approved. You may not use any advertising or promotional materials that we have disapproved. Any materials you submit to us for our review will become our property and there will be no restriction on our use or distribution of these materials. You must include certain language on your advertising and marketing materials as we require, such as "Franchises Available" and our website address and telephone number.

Site Approval

We expect that you will operate the Franchised Business from your home, if permitted by your local ordinances. You may choose to lease a space from which to operate the Franchised Business. If you choose to lease space for your Franchised Business, you must use our site selection criteria and we must accept the site you propose.

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	Article in Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Article 3	Items 7 and 11
(b) Pre-opening purchases/leases	Article 3	Items 5, 7, 8 and 11
(c) Site development and other pre-opening requirements	Article 3	Items 7 and 11
(d) Initial and ongoing training	Article 6	Items 6, 7 and 11
(e) Opening	Article 3	Item 11
(f) Fees	Articles 2, 4, 5 and 16	Items 5, 6, 7 and 11
(g) Compliance with standards and policies/operating manual	Articles 8, 10 and 11	Items 8, 11, 14 and 16
(h) Trademarks and proprietary information	Articles 9 and 10	Items 13 and 14
(i) Restrictions on products/services offered	Articles 1, 8 and 20	Items 8 and 16
(j) Warranty and customer service requirements	Article 20	Item 16
(k) Territorial development and sales quotas	Article 1	Item 12
(l) On-going product/service purchases	Article 8	Item 8

Obligation	Article in Franchise Agreement	Disclosure Document Item
(m) Maintenance, appearance and remodeling requirements	Article 8	None
(n) Insurance	Article 12	Items 6, 7 and 8
(o) Advertising	Article 5	Items 6, 7 and 11
(p) Indemnification	Article 21	Item 6
(q) Owner's participation/ management/staffing	Articles 6 and 8	Items 11 and 15
(r) Records/reports	Article 4	Item 6
(s) Inspection/audits	Articles 4, 8, 9 and 11	Item 6
(t) Transfer	Article 16	Items 6 and 17
(u) Renewal	Article 2	Items 6 and 17
(v) Post-termination obligations	Article 14	Item 17
(w) Non-competition covenants	Article 15	Item 17
(x) Dispute resolution	Article 22	Item 17
(y) Liquidated damages	Article 14	Item 6

Item 10

FINANCING

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

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, RV Roofing Solutions LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Franchised Business, we will:

1. Provide you with our site selection criteria, if you will be leasing space for your Franchised Business, and evaluate the site you propose (Franchise Agreement – Section 3.1).

2. Lend you one copy of the Manual, which we may provide electronically (Franchise Agreement – Section 10.1).

3. Provide our initial training program to you and up to two additional trainees (Franchise Agreement – Section 6.2). Our training program is described below.

4. Specify the particular computer hardware and peripheral equipment which you must purchase or lease (Franchise Agreement – Section 8.2).

5. Approve the vehicle you will use for your Franchised Business, or designate the vehicle you must purchase or lease (Franchise Agreement – Section 3.4).

6. Sell to you your initial inventory of hand tools, rollers, marketing materials, acrylic coatings and mesh.

7. Designate your Area of Responsibility (Franchise Agreement – Section 1.2).

<u>Continuing Obligations</u>

During the operation of your Franchised Business, we will:

1. In addition to our initial training program, we may occasionally furnish you with instructions, forms or other information developed by us in connection with the operation of the System (Franchise Agreement – Section 7.1).

2. Provide periodic refresher training programs. We may specify that attendance at any refresher training program is mandatory unless the absence is excused by us (Franchise Agreement – Section 6.6). We may also provide training programs electronically, such as through a webinar.

3. Continue to sell to you the required acrylic coatings and fabric/mesh (Franchise Agreement – Section 7.1).

4. Provide you with the opportunity to participate in our National Account program (Franchise Agreement – Section 1.6). See Item 12 for a description of this program.

5. Provide information pertaining to sources of supply of proprietary and non-proprietary products and services which may be used in our System (Franchise Agreement – Section 7.3).

6. Occasionally advise you concerning the minimum and/or maximum fees you may charge your customers for System products and services, as permitted by applicable law, but you are free to set your own prices. This should not be viewed as a representation by us that if you follow this advice you will generate or optimize profits (Franchise Agreement – Section 7.4).

7. Maintain the marketing fund (Franchise Agreement – Section 5.1).

8. Following the opening of your franchise, we will be available for consultation with you to discuss any problems in the operation of the business. Additionally, we may hold conferences to discuss matters such as sales techniques, instructional methods, training of personnel, performance standards, advertising, technical issues, new products and services, and merchandising procedures (Franchise Agreement – Section 7.1).

<u>Marketing</u>

Marketing Fund

If and when we establish a marketing fund (the "Fund"), you must contribute monthly up to 3% of your Gross Revenues from the RV Roofing Solutions Business. We will establish the Fund when we determine that it is appropriate to do so.

The Fund will be used for regional and/or local marketing, publicity and promotion relating to the RV Roofing Solutions Business. We will determine, in our fully unrestricted discretion, the manner in which the Fund will be spent. The Fund was not established during the fiscal year ending December 31, 2018, so the Fund has not had any expenditures.

Some portion of the Fund may be used for creative concept production, marketing surveys, test marketing and related purposes. We may use a portion of the Fund to support and develop our website. We have the right to direct all advertising activities with sole discretion over creative concepts, materials and media used, as well as their placement and allocation. We also have the right to determine, in our sole discretion, the composition of all geographic and market areas for the implementation of these marketing and promotional activities.

The Fund is intended to maximize general public recognition in all media of the Proprietary Marks and patronage of RV Roofing Solutions Businesses generally, and we have no obligation to make sure that expenditures of the Fund in or affecting any geographic area are proportionate or equivalent to payments of the Marketing Fee by RV Roofing Solutions Businesses operating in that geographic area, or that any Franchised Business will benefit directly or in proportion to the Marketing Fees paid for the development of advertising and marketing materials or the placement of advertising. No amount of the Fund will be spent for advertising that is principally a solicitation for the sale of franchises.

We have the right to reimburse ourselves out of the Fund for the total costs (including indirect costs, such as salaries of employees we use to conduct brand marketing) of developing, producing and distributing any advertising materials and collecting the Marketing Fee (including attorneys', auditors' and accountants' fees and other expenses incurred in connection with collecting any Marketing Fee). The Fund is not our asset, and it is not a trust. We do not owe you any fiduciary obligations because we maintain the Fund. We may spend in any calendar year an amount greater or less than the aggregate contributions made by all franchisees contributing to the Fund in that year. We may make loans to the Fund (and the Fund may borrow from us or other lenders) bearing reasonable interest to cover any deficits of the Fund or cause the Fund to invest any surplus for future use. Any monies remaining in the Fund at the end of any year will carry over to the next year.

Any RV Roofing Solutions Businesses owned by us or our affiliates will contribute to the Fund on the same basis as you. Funds from the Marketing Fees paid will be kept in a non-interest bearing account separate from our other funds. These funds will not be used to defray any of our general operating expenses, except as described in the paragraph above, and will not be used principally to solicit new franchisees. We will prepare, and furnish to you upon written request, an unaudited annual statement of funds collected and costs incurred. We may incorporate the Fund or operate it through a separate entity whenever we want to.

We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle and compromise all claims by or against the Fund. We may at any time defer or reduce the Fund contributions of an RV Roofing Solutions Business and, upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, any money remaining in the Fund will be used for marketing and promotional purposes or we will distribute all unspent monies to all RV Roofing Solutions Businesses (whether franchised or operated by us or our affiliates) in proportion to their respective Fund contributions during the preceding 12 month period. If we terminate the Fund, we reserve the right to reinstate it at any time, and our and your obligations detailed in this section will once again apply.

Local Marketing

You must conduct local marketing and promotion in your Area of Responsibility, and you must spend at least 2% of your Gross Revenue each month for local marketing. (Franchise Agreement – Section 11.4) Any marketing or promotional materials that you want to use that have either not been prepared by us or have not been approved by us in the preceding 12 months must be submitted to us not later than 10 days before the ad is scheduled to run. If we do not notify you within this 10 day period that the materials are not approved, then the materials are deemed approved. We may require you to include specific language in your local marketing, such as "Franchises Available" and our Website address and telephone number.

Any marketing materials that you submit to us for our review will become our property, and there will be no restriction on our use or distribution of the materials. Within 30 days of our request, you must provide us with a report of your local marketing activities for the previous calendar quarter, or any other time period we specify. You must include the information that we request, which may include verification copies of your marketing.

You must participate in any sales and promotional campaigns that we require. We also recommend that you join RV clubs and participate in local and regional trade shows to promote your Franchised Business.

Cooperative Marketing

If a marketing cooperative is formed by us or is formed by our franchisees and approved by us, you must contribute to the cooperative that amount agreed upon by the majority of the cooperative members at the times agreed upon by the majority, and abide by the cooperative's rules. Any amounts that you contribute to a cooperative will count toward your local marketing requirement, but if the amount you contribute to a cooperative is less than the amount you must spend on local marketing, you must still spend the difference locally. Your contribution to a cooperative will not be more than 5% of Gross Revenue.

We expect that we will administer the cooperative, but we may permit the members of the cooperative to assume the responsibility for cooperative administration. The written governing documents, if any, must be approved by us and will be available for review by you. Cooperatives need not prepare annual or periodic financial statements, but if they are prepared, they may be reviewed by you. We will have the power to require cooperatives to be formed, changed, dissolved or merged. Each RV Roofing Solutions Business in the Cooperative (including any operated by us and/or our affiliates) will have one vote on all Cooperative matters, except that no one Business or commonly controlled group of Businesses may have more than 25% of the overall vote.

Initial Launch Marketing

You must conduct an initial marketing campaign to promote your Franchised Business. Your campaign must be conducted within your first 90 days of operation and you must spend between $2,500 and $5,000 for your campaign. We must approve of your marketing campaign before you conduct it. In our discretion, we may require you to give us the money for your initial marketing campaign and we will conduct the campaign on your behalf.

Advisory Councils

We may establish one or more advisory councils to advise us on matters relating to the RV Roofing Solutions System, marketing, products and services offered or other matters. If we establish an advisory council, members of the council will include our representatives and franchisee representatives. The franchisee members may be selected by us or may be elected by other franchisees in the System. If you participate on any advisory council you must pay any expenses you incur related to your participation, such as travel and living expenses to attend council meetings. If formed, the advisory council will act in an advisory capacity only, and will not have decision-making authority. We will have the right to form, merge, change or dissolve any advisory council.

Website / Intranet

We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Franchised Business a "click through" subpage at our website for the promotion of your Franchised Business. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Franchised Business, you must routinely provide us with updated copy, photographs and news stories about your Franchised Business suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at RV Roofing Solutions Businesses – also be devoted in part to offering RV Roofing Solutions franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and system-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Franchised Business; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "RV Roofing Solutions" name or any name confusingly similar to the Marks.

You are not permitted to promote your Franchised Business or use any of the Marks in any manner on any social or networking websites, such as Facebook, LinkedIn or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Franchised Business operation, including prohibitions on your and the Franchised Business' employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us ("social media" includes personal blogs, common social networks like Facebook and MySpace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We may provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

Site Selection and Opening

We expect that you will operate the Franchised Business from your home. If you sell your home and move to a location outside of your Area of Responsibility, we reserve the right to require you to lease space for your Franchised Business.

If you choose to lease space for your Franchised Business, you must use our site selection criteria to locate a site for your Franchised Business and submit to us all of the information we require to evaluate the proposed site. The factors we use in reviewing proposed sites include accessibility, proximity to major roadways, demographics of the area, proximity to other businesses and similar factors. We will have 15 days after we receive all of the information we need to advise you, in writing, whether the site you propose is accepted. Our acceptance of your proposed site will not be unreasonably withheld.

We estimate that approximately 30 days will elapse from the date you sign the Franchise Agreement to the opening of your Franchised Business, and your Franchised Business must be open within 60 days after you sign the Franchise Agreement if you will operate from your home. If you choose to lease space for your Franchised Business, your Franchised Business must be opened at the site within 60 days after we have accepted the location. You may not open your Franchised Business for business until: (1) we determine that your Franchised Business has been equipped and stocked with materials and supplies in accordance with our requirements; (2) the initial training program we provide has been completed and passed to our satisfaction by all required persons; (3) the initial franchise fee has been paid and all other amounts due to us have been paid; (4) you have furnished us with all certificates of insurance required by the Franchise Agreement; (5) you have obtained all required governmental permits, licenses and authorizations necessary for the operation of your Franchised Business; and (6) you are in full compliance with all the terms of the Franchise Agreement.

Training Programs

Before your Franchised Business opens, we will provide a mandatory training program in the operation of your Franchised Business to you and up to two additional people, for a maximum of three trainees. Approximately one week of training will be conducted at the times and locations we designate. The cost of the training program for the first three people is included in your initial franchise fee. If you wish to send additional people to our initial training program, either before your Franchised Business opens or while it is operating, you must pay our then-current training fee. In addition, you must pay for all costs of travel, food, lodging and applicable wages incurred by you and any employees while attending the training program. (Franchise Agreement – Section 6.2.)

You must complete our initial training program to our satisfaction. If you are unable to complete our training program to our satisfaction, we will give you the opportunity to retake the training program at your expense, including payment of our training fee. If you fail to complete our training program a second time, we have the right to terminate your Franchise Agreement.

If you request it, or if we deem that it is necessary if you are found to not be in compliance with our System, we may also provide additional "on-site" training at your Franchised Business. You will pay our then-current per diem fee for each trainer we send to you, and you will reimburse our trainers' expenses while providing training, including travel, lodging and meals. (Franchise Agreement – Section 6.5.)

We will not pay compensation for any services performed by any trainee in the course of training. We will determine the subject matter of our training program. We reserve the right to change the subject matter or the duration of our training program based on an individual trainee's experience and/or needs. We may train any number of individuals from any number of franchises at the same time.

There currently are no fixed (monthly or bi-monthly) training schedules. We will hold our training program on an as needed basis. Our training materials include the Manual and any other material that we believe will be beneficial to our franchisees in the training process. We project the following training schedule:

TRAINING PROGRAM

Column 1 **Subject**	**Column 2** **Hours of Classroom Instruction**	**Column 3** **House of On-the-Job Training**	**Column 4** **Location**
History/Philosophy of RV Roofing Systems	0.5	0	Training Center
Use of the Manual	0.5	0	Training Center
Pre-Opening Procedures	2	0	Training Center
Human Resources	3	0	Training Center
Marketing	3	0	Training Center
Office Procedures	2	0	Training Center
Sales Procedures	4	5	Training Center / In Field
Installation Procedures	2	18	Training Center / In Field
Totals	17	23	

All hours are approximations. Actual hours spent training may vary significantly depending upon the individual being trained. Our President, Scott Christian, will conduct our training program. Mr. Christian has over seven years of experience in the field and less than one year of experience with us.

We reserve the right to require periodic additional training, which we may provide electronically (such as by webinar), and we reserve the right to designate that attendance at any additional training session is mandatory unless the absence is excused by us. Franchisee meetings may also be held to conduct additional training, announce new products and/or services, or to discuss any other matters of interest. We anticipate holding only one franchisee meeting per year. If a franchisee meeting is held, you and/or your designated manager must attend. Currently, we do not charge a fee but reserve the right to charge you a reasonable fee for additional training, as well as the right to use money from the Fund to present the franchisee meetings, and you must pay all travel, accommodation, meals, and other expenses of you and your managers/attendees related to participating in and completing the training and meetings.

Computer System

You must have a Windows-based computer system for your Franchised Business and a cell phone. While we do not currently specify the computer system you must purchase, it must meet our minimum operating requirements, as contained in our Manual, and it must have the software that we specify. Since we do not have a designated computer system, you may use an existing computer system you own, if it meets our minimum specifications and we approve it for use in the Franchised Business. We anticipate that the cost to purchase a computer system will be between $1,500 and $2,500.

You must have high speed internet access and a dedicated e-mail address for your Franchised Business. We will use e-mail and telephone to communicate with our franchisees, and we expect you to check your e-mail regularly. We may establish an intranet for our franchisees to access current information and developments, as well as our Manual.

We have the right to designate a specific computer system for your use in the Franchised Business. In addition, we have the right to require you to obtain computer hardware and software upgrades and/or updates during the term of your Franchise Agreement, and there are no contractual limitations on the frequency or cost of your obligation to acquire upgrades and updates or to replace obsolete or worn out hardware or equipment. Neither we nor any affiliate of ours will provide you with any maintenance, updates or upgrades for your computer system.

We will have independent access to the information and data collected and/or generated by your computer at all times during the term of your Franchise Agreement, and you must make sure that you have the communications systems and software needed to allow us access. We will exclusively own all information and data related to your Franchised Business that is downloaded or otherwise obtained from your computer system, and we may use this information and data in any manner without compensation to you.

We recommend, but do not require, that you have a maintenance contract for your computer system. If you choose to have this contract, we estimate that it could cost up to $1,200 annually.

Confidential Operations Manual

Attached to this Disclosure Document as Exhibit F is the Table of Contents of our Confidential Operations Manual. The Confidential Operations Manual includes approximately 193 pages.

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Item 12

TERRITORY

The Franchise Agreement grants you the right to operate an RV Roofing Solutions Business at a particular street address known as the "Franchised Location", which will be your home or a space you lease. If you are in compliance with the Franchise Agreement during its term, we will not establish or operate, or license others to establish or operate, a RV Roofing Solutions Business within the area designated as your "Area of Responsibility".

Your Area of Responsibility will be identified on Exhibit B to your Franchise Agreement, and will be described in terms of contiguous zip codes, generally following county lines. Your Area of Responsibility will include a minimum of 10,000 registered recreational vehicles and/or travel trailers and will include any recreational vehicle/vacation parks located within the zip codes designated to you. Your Area of Responsibility does not include the right to provide products or services to mobile homes or mobile home parks. If you purchase a larger Area of Responsibility during the term of your Franchise Agreement, you must sign an amended Exhibit B to your Franchise Agreement to reflect the change.

You will operate your Franchised Business only from the Franchised Location. If you wish to relocate your Franchised Business, you must request our approval of your relocation, and your new location must be within your Area of Responsibility. The borders of your Area of Responsibility will not change. If you operate from your home and you choose to sell your home and move outside of your Area of Responsibility, we reserve the right to require you to lease space within the Area of Responsibility from which to operate your Franchised Business.

You must use your best efforts to promote and increase the sales and services of the RV Roofing Solutions business to effect the widest and best possible distribution and sale of products and services and to solicit potential customers and accounts for products and related services in conjunction with us. While we do not have a specific minimum Gross Revenue requirement, you must purchase a minimum amount of acrylic coating from us. During your first six months of operation, there is no minimum you must purchase. Between the 7th and 18th months of operation, you must purchase from us a minimum of 20 gallons of acrylic coating each month. Beginning in the 19th month of operation, you must purchase from us a minimum of 40 gallons of acrylic coating each month. If you do not meet this minimum purchase requirement, we may reduce the size of your Area of Responsibility or we may terminate your Franchise Agreement. Your Area of Responsibility may not be modified in any other circumstance. If you purchase a larger Area of Responsibility, we reserve the right to increase your minimum purchase requirements based on the larger area you purchase. This minimum purchase requirement is not, and should not be considered earnings claims for your Business. We do not furnish or authorize our sales people to provide any oral or written information concerning the actual or potential sales, costs, income or profits of your Business. Actual results may vary from franchise to franchise and we cannot predict the results of any particular franchise.

Except for the Area of Responsibility granted to you as stated above, the franchise granted to you is non-exclusive. During the term of the Franchise Agreement, we (and any affiliates that we periodically might have) have the right:

(1) to establish and operate, and grant rights to other franchise owners to establish and operate, Franchised Businesses or similar businesses at any locations outside the Area of Responsibility and on any terms and conditions we deem appropriate;

(2) to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at RV Roofing Solutions Businesses and any other goods displaying the Proprietary

Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside your Area of Responsibility, and under any terms and conditions we deem appropriate;

(3) to purchase or otherwise acquire the assets or controlling ownership of one or more businesses identical or similar to your Franchised Business (and/or franchise, license, and/or similar agreements for these businesses), some or all of which might be located anywhere;

(4) to be acquired (regardless of the form of transaction) by a business identical or similar to RV Roofing Solutions Franchised Businesses; and

(5) to engage in any other business activities not expressly prohibited by the Franchise Agreement, anywhere.

You may not provide services to customers outside your Area of Responsibility unless the customer's job location is in an area that has not been purchased by another RV Roofing Solutions franchisee. If the customer's job location is within another franchisee's area of responsibility (regardless of where the customer is headquartered), you must refer the customer to that franchisee.

If, during the term of the Franchise Agreement, you are unable to promptly and properly serve any of your customers, due to distance of the customer or excessive work, you must refer that customer to another franchisee in the System or to us. Neither we nor any other franchisee must compensate you for the products delivered or services performed if you refer a customer to us or another franchisee.

You may provide services to retail customers and prospective retail customers within your Area of Responsibility. You may not engage in any promotional activities or sell our products and services, or similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the "Electronic Media"); through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Area of Responsibility, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Area of Responsibility, you may not make any sales or deliver any products to customers located outside of your Area of Responsibility, unless the customer is located in an area where there is not another RV Roofing Solutions Business in operation. You may not directly solicit customers outside of your Area of Responsibility. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You may not sell our products to any business or other customer at wholesale.

We and our affiliates may sell products under the Proprietary Marks within and outside your Area of Responsibility through any method of distribution other than a dedicated RV Roofing Solutions Business, including sales through channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales outside or inside your Area of Responsibility except as described in the following paragraph and you will not receive any compensation for our sales through alternative distribution channels except as described in the following paragraph.

If we engage in electronic commerce through any Internet, World Wide Web or other computer network site or sell through any other alternative distribution channel, and we receive orders for any products or services offered by a RV Roofing Solutions Business calling for delivery or performance in your Area of Responsibility, then we will offer the order to you. If you choose not to fulfill the order or are unable to do so, then we, one of our affiliates or a third party we designate (including another franchisee) may fulfill the order, and you will not be entitled to any compensation in connection with this.

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere and at any time.

Neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned businesses which sell our products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

National Account Program

We reserve the right to develop and maintain a National Account program. A National Account is a customer that has multiple locations across multiple designated territories and/or states. You may not negotiate any contract terms with a prospective National Account. We will have sole discretion to negotiate terms with the National Account. We anticipate that you will participate in the National Accounts program, which will require you to provide products and services to the National Account according to the agreement we have negotiated with them.

If you choose not to participate in the National Account program, or if you are unable or unwilling to provide products and services to the National Account as requested, we, our affiliate or a third party (which may be another franchisee) may enter your Area of Responsibility and service the National Account, and you are not entitled to any portion of the revenue in these circumstances. We also reserve the right to terminate your participation in the National Account program if you are not providing products and services according to the terms we have negotiated or your participation is not otherwise in compliance with our policies.

Item 13

TRADEMARKS

We grant to you the right to use certain trademarks, service marks and other commercial symbols in connection with the operation of your franchise. The primary service mark is "RV Roofing Solutions" and design. Our President, Scott Christian, has registered or applied for registration of the following Proprietary Marks with the United States Patent and Trademark Office ("USPTO"):

Mark	Application Date	Serial No.	Registration Date	Registration No.
RV Roofing Solutions	6/8/2011	85/341,582	2/7/2012	4,097,370 (Supplemental Register)
RV Roofing Solutions (design mark)	10/30/2013	86/105,114	12/1/2015	4,861,745 (Principal Register)

Mr. Christian intends to file all affidavits and other documents required to maintain its interest in and to the Marks.

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of this state or any court, nor is there any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Principal Trademarks which may be relevant to their use in this state or in any other state.

There are no agreements currently in effect which limit our right to use or to license others to use the Proprietary Marks, except for the trademark license agreement between us and Mr. Christian dated December 31, 2013.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We may defend you against any third party claim, suit or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with your Agreement, the cost of the defense, including the cost of any judgment or settlement, will be borne by us. If we determine that you have not used the Proprietary Marks in accordance with your Agreement, the cost of the defense, including the cost of any judgment or settlement, will be yours. In the event of any litigation relating to your use of the Proprietary Marks, you must execute any and all documents and do such acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except if this litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of your Agreement, we will reimburse you for your out-of-pocket costs in doing these acts.

There are no infringing uses actually known to us that could materially affect your use of the Proprietary Marks in this state or elsewhere.

You must conspicuously post a sign and include on all written materials, including advertisements, stationery, business cards, etc. and on your vehicles, the following language: "Independently owned and operated."

We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating under it, at our sole discretion. We do not have to reimburse you for any costs you incur related to implementing the new proprietary mark, such as changing signage, stationery or business cards.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not have an ownership interest in any patents or registered copyrights that are material to the franchise.

We own certain copyrights in the Manual, marketing materials and other copyrightable items which are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights, and we are not required to do so to protect them. You may use these items only as we specify while operating your Franchised Business and must stop using them if we direct you to do so. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

Confidential Operations Manual

You must operate your Franchised Business according to the strict standards, methods, policies and procedures specified in the Manual. One copy of the Manual is loaned to you by us for the term of the Franchise Agreement after you complete our initial training program to our satisfaction. We may provide the Manual to you electronically, or include them on an intranet system we develop for RV Roofing Solutions Businesses.

You must treat the Manual, any other of our manuals which are used in the operation of your Franchised Business, and the information in them as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise give them to any unauthorized person. The Manual will remain our sole property and must be kept in a secure place at the Franchised Business.

We may revise the contents of the Manual, and you must comply with each new or changed standard. You must make sure that the Manual is kept current at all times. In the event of any dispute as to the contents of the Manual, the terms of the master copy maintained by us at our corporate office will be controlling.

Confidential Information

We possess and will further develop and acquire certain confidential and proprietary information and trade secrets including the following categories of information, methods, techniques, procedures and knowledge we, our affiliates or our franchisees have developed or will develop (the "Confidential Information") including: customer lists, methods of doing business, methods of providing services (including coatings and application processes), distinctive trade name and logo, proprietary formats, equipment requirements, copyrighted advertising campaigns and materials, uniforms and other items used in operating procedures and certain business techniques, including procedures and instructions set forth in our Manual, software, financial data, instructional materials, training programs, research and development, technology, product and service development plans and trade secrets and intellectual property.

You must not, during the term of your Agreement or after your Agreement expires or is terminated, communicate, divulge or use for the benefit of any other person, partnership, association, or corporation any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business which may be communicated to you or which you may learn because of your operation under the terms of the Franchise Agreement. You may divulge this Confidential Information only to those of your employees who must have access to it to operate your Franchised Business. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential will be deemed confidential for purposes of your Agreement.

At our request, you must have any of your employees having access to any of our Confidential Information sign agreements that say that they will maintain the confidentiality of information they receive in connection with their employment by you at your Franchised Business. The agreements must be in a form satisfactory to us, including specific identification of us as a third party beneficiary of the covenants with the independent right to enforce them and that they prohibit any direct or indirect ownership in a competing business.

You may not, under any circumstances, reverse engineer any proprietary products. If you do this, it will be cause for automatic termination of your Franchise Agreement, without giving you the right to cure the default. You may not substitute or "palm-off" any other product as one of our proprietary products.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must at all times faithfully, honestly, and diligently perform your contractual obligations. System standards may regulate the staffing levels and employee and/or independent contractor's qualifications, training, dress, and appearance of the Franchised Business.

You must participate full-time in the day-to-day operation of the Franchised Business. With our prior written consent, you may hire a manager to oversee the Franchised Business' daily operation, but you must make sure that the Franchised Business is operated according to our System standards and the terms of your Franchise Agreement. The manager must complete our training program to our satisfaction and must agree in writing to preserve confidential information to which he or she has access, but does not need to have an equity interest in the Franchised Business. We may regulate the form of agreement that you use and be a third party beneficiary of that agreement with independent enforcement rights.

If you are a corporation, limited liability company, or partnership, your owners must personally guarantee your obligations under the Franchise Agreement and must be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. If we do not require one of your owners to sign the full Guaranty, that owner still must comply with all non-monetary obligations, including the covenant not to compete, as if he or she were the franchise owner.

If you employ any individual in a managerial position who is at the time employed in a managerial position by us or any of our affiliates, or by another of our franchisees, you must pay the former employer for the reasonable costs and expenses the employer incurred for the training of the employee.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must keep your Franchised Business open and in normal operation for the minimum hours and days as we specify, subject to local law. You must not use or permit the use of the Franchised Business for any other purpose or activity at any time without first obtaining our written consent. You must operate the Franchised Business in strict conformity with the methods, standards and specifications we may require in the Manual or in writing. You must not change the standards, specifications and procedures without our prior written consent; and you must stop selling and offering for sale any products or services which we may, in our discretion, disapprove in writing at any time. We have the right to change the types of authorized products and services and there are no limits on our right to make changes.

The System may periodically be supplemented, improved or modified by us. You must comply with all of our reasonable requirements in that regard, including offering and selling new or different products or services as specified by us. There are no limits on the changes we can make to the System, the Manual, or any of the products or services to be offered by you.

You are restricted by the Franchise Agreement, the Manuals and any other practice or custom with respect to the goods or services which you may offer, which must be approved by us. You are not restricted as to the customers whom you may solicit or service, except as described in Item 12 and except that you may not sell any of the proprietary coatings or any other product used in the Franchised Business at wholesale.

You must comply with our customer relations policies, product warranties, environmental regulatory compliance standards set by your state and local jurisdiction which relate to complying with safety standards, satisfactorily completing jobs and leaving the customer's premises in an equal or better condition than when the job was started, not permitting any liens to be assessed on your Franchised Business, and responding promptly to complaints.

We may occasionally advise you concerning the minimum and/or maximum fees you may charge your customers for System products and services, as permitted by applicable law, but you are free to set your own prices. This should not be viewed as a representation by us that if you follow this advice you will generate or optimize profits.

[INTENTIONALLY BLANK]

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	Article in Franchise Agreement	Summary
a. Length of the franchise term	Article 2	Five years
b. Renewal or extension of the term	Article 2	Up to three renewal terms of five years each, subject to performance of contractual requirements. Any further renewals are in our discretion
c. Requirements for franchisee to renew or extend	Article 2	You provide notice, have been in compliance with Franchise Agreement, sign new Franchise Agreement, sign release, pay renewal fee, upgrade vehicle and/or equipment as required You may be asked to sign a contract with materially different terms and conditions than your original contract, but the boundaries of your territory will remain the same, and the fees on renewal will not be greater than the fees that we then impose on similarly situated renewing franchisees
d. Termination by franchisee	Not applicable	You may seek to terminate your Franchise Agreement on any ground permitted by law
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	Article 13	We may terminate the Franchise Agreement if you breach it
g. "Cause" defined – curable defaults	Article 13	Failure to pay fees due to us, failure to conduct required marketing, submitting false reports, failure to maintain required insurance, failure to comply with the System

Provision	Article in Franchise Agreement	Summary
h. “Cause” defined – non-curable defaults	Article 13	Filing for bankruptcy, assignment for the benefit of creditors or other inability to pay debts when they are due, if you reverse engineer any of the coating products, failure to meet product purchase requirements, repeated defaults, violation of an anti-terrorism law, failure to open Business when required, failure to complete training, felony conviction, unauthorized transfer
i. Franchisee’s obligations on termination/non-renewal	Article 14	Obligations include complete de-identification of vehicle, payment of amounts due, return of Manual and all confidential information, comply with confidentiality and non-competition covenants
j. Assignment of contract by franchisor	Article 16	There is no restriction on our right to transfer
k. “Transfer” by franchisee – defined	Article 16	Includes a transfer of all or substantially all of the assets of your business
l. Franchisor’s approval of transfer by franchisee	Article 16	We have the right to approve transfers
m. Conditions for franchisor approval of transfer	Article 16	Includes payment of money owed, you are not in default, you sign release, transferee qualifies, transferee completes training, transferee signs new agreement, payment of the transfer fee
n. Franchisor’s right of first refusal to acquire franchisee’s business	Article 16	We can match any offer made to you for the purchase of an interest in your Franchised Business
o. Franchisor’s option to purchase franchisee’s business	Article 14	Upon expiration or termination of your Franchise Agreement we can purchase all or a portion of the assets of your Franchised Business
p. Death or disability of franchisee	Article 16	Franchise must be assigned to approved buyer within 12 months
q. Non-competition covenants during the term of the franchise	Article 15	Includes prohibition on owning or operating business which sells similar products and/or services
r. Non-competition covenants after the franchise is terminated or expires	Article 15	Includes prohibition on owning or operating business which sells similar products and services for two years and located within 20 miles of any unit in the System

Provision	Article in Franchise Agreement	Summary
s. Modification of the agreement	Article 22	Must be in writing by both parties
t. Integration/merger clause	Article 23	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 22	Arbitration in the county where we maintain our headquarters (currently Ventura County, California)
v. Choice of forum	Article 22	Ventura County, California (subject to state law)
w. Choice of law	Article 22	California (subject to state law)

Item 18

PUBLIC FIGURES

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

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 Scott Christian at 365 E. Avenida de los Arboles, Thousand Oaks, California 91360 and (818) 332-0645, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For fiscal years ending 2016, 2017, 2018

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Company-Owned	2016	1	1	0
	2017	1	1	0
	2018	1	1	0
Total Outlets	2016	1	1	0
	2017	1	1	0
	2018	1	1	0

* The above Company-Owned outlet is owned and operated by our Principal, Scott Christian

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For fiscal years ending 2016, 2017, 2018

Column 1 State	Column 2 Year	Column 3 Number of Transfers
None	2016	0
	2017	0
	2018	0
Total	2016	0
	2017	0
	2018	0

Table 3
Status of Franchised Outlets
For fiscal years ending
2016, 2017, 2018

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
None	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Total	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For fiscal years ending
2016, 2017, 2018

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
California	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Total	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1

* The above outlet is owned and operated by our Principal, Scott Christian.

Table 5
Projected Openings as of December 31, 2018

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	1	0
Florida		1	
Total	0	1	0

A list of the names of all franchisees and the addresses and telephone numbers of their businesses are provided in Exhibit D to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit E to this Disclosure Document when applicable. **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 had franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the RV Roofing Solutions System.

There are no trademark-specific organizations formed by our franchisees that are associated with the RV Roofing Solutions System.

Item 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit G are our audited financial statements as of December 31, 2018, December 31, 2017, and December 31, 2016. Our fiscal year end is December 31st.

Item 22

CONTRACTS

The following contracts are attached to this Disclosure Document in the following order.

1. Franchise Agreement with Exhibits – Exhibit C
2. General Release-Sample Copy - Exhibit H

Item 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

Exhibit
A

Exhibit A to the RV Roofing Solutions Disclosure Document

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, RV Roofing Solutions LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which RV Roofing Solutions LLC has appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed.

CALIFORNIA California Business Oversight Commissioner Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205 1350 Front Street San Diego, CA 92101 (619) 525-4233 One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559	**CONNECTICUT** State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent: Banking Commissioner
HAWAII (state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465

INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street, 6th Floor Lansing, Michigan 48933 (517) 373-7117 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-6328 (for service of process) Minnesota Commissioner of Commerce
NEW YORK (state administrator) Office of the Attorney General Investor Protection Bureau, Franchise Section 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8236 (for service of process) Secretary of State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231 (518) 474-4750	**NORTH DAKOTA** North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712 (for service of process) North Dakota Securities Commissioner

OREGON	RHODE ISLAND
Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Securities Division Department of Business Regulation, Bldg 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582
SOUTH DAKOTA Department of Labor & Regulation Division of Securities 124 S. Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-4823	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760 (for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-1064 (for service of process) Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703

Exhibit
B

Exhibit B to the RV Roofing Solutions Disclosure Document

MULTI-STATE ADDENDUM

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control.

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

3. The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

6. The Franchise Agreement requires binding arbitration. The arbitration will occur at California with the costs being borne by equally by the parties. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

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

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

10. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

11. OUR WEBSITE, www.rvroofingsolutions.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

1. The following item must be included within the Disclosure Document and shall replace the language that is in the Disclosure Document itself:

Section 4, Jurisdiction and Venue, of the Illinois Franchise Disclosure Act of 1987 ("Act") states that "any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State." This Section of the Act replaces any contradictory language contained in the Franchise Agreement.

2. Illinois law governs the Franchise Agreement.

3. Any releases and/or waivers that we request you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. Under Illinois law at 200.608, Jurisdiction and Venue, a franchise agreement may not provide for a choice of law of any state other than Illinois. The Summary column of Items 17(v) and (w) of the Disclosure Document are amended to state "Illinois law". The appropriate sections of the Franchise Agreement are amended accordingly.

5. Article 23 of the Franchise Agreement is amended to comply with Section 27, Periods of Limitation, of the Act to allow any and all claims and actions arising out of or relating to these Agreements, the relationship of Franchisor and Franchisee, or your operation of the Franchise brought by you against us shall be commenced within 3 years from the occurrence of the facts giving rise to such claim or action, within 1 year after you become aware of the facts or circumstances indicating you may have a claim for relief, or 90 days after delivery to you of a written notice disclosing the violation, or such claim or action will be barred.

6. Item 17(g) of the Disclosure Document, Article 13 of the Franchise Agreement are amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days.

ADDENDUM REQUIRED BY THE STATE OF INDIANA

1. To be added to Item 3 of the Disclosure Document, is the following statement:

   There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Article 23 of the Franchise Agreement.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

ADDENDUM REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for RV Roofing Solutions LLC's Franchise Disclosure Document and for its Franchise Agreement. The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties.

1. Item 17 of the Disclosure Document is amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

4. Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement which provide for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

5. The appropriate sections of the Franchise Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The appropriate sections of the Franchise Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

7. The appropriate sections of the Franchise Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

8. The Franchise Agreement and Franchisee Disclosure Acknowledgment Statement are amended to include the following statement: "All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

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 franchises.

(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 thirty (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 five (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 six (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) 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Marilyn McEwen
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

This addendum to the Disclosure Document is agreed to this ____ day of __________, 20__, and effectively amends and revises said Disclosure Document and Franchise Agreement as follows:

1. Item 13 of the Disclosure Document and Article 9 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use."

2. Item 17 of the Disclosure Document and Article 13 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. 80C.14, Subds.3, 4 and 5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld."

3. Item 17 of the Disclosure Document and Article 23 of the Franchise Agreement are amended by the addition of the following language to amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections:

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

4. Item 17 of the Disclosure Document and Articles 2 and 16 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

5. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. Article 23 of the Franchise Agreement is hereby modified to comply with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Article 23 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

8. Item 6, Insufficient Fund Fees: NSF fees are governed by Minnesota Statute 604.113; which puts a cap of $30 on a NSF check. This applies to everyone in Minnesota who accepts checks except banks.

9. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. Article 23 of the Franchise Agreement is hereby amended accordingly.

ADDENDUM REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

The following Items are required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

3. LITIGATION

Neither the Franchisor, its Predecessor nor any person listed under Item 2 or an affiliate offering franchises under Franchisor's principal trademark:

(A) has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable civil or misdemeanor allegations.

(B) has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise; anti-fraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; unfair or deceptive practices; or comparable allegations.

(C) is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

4. BANKRUPTCY

Neither the Franchisor, its affiliate, its predecessor, officers, or general partner during the ten year period immediately before the date of the disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code (or any comparable foreign law); (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the Franchisor held this position in the company or partnership.

ADDENDUM REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document and Franchise Agreement effectively amends and revises said documents as follows:

1. Item 17(c) of the Disclosure Document and Articles 2 and 16 of the Franchise Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release.

2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document and Article 15 of the Franchise Agreement are amended accordingly.

3. Item 6 and Item 17(i) of the Disclosure Document and Article 14 of the Franchise Agreement requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.

4. Item 17(u) of the Disclosure Document and Article 23 of the Franchise Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties.

5. Item 17(v) of the Disclosure Document and the provisions of Article 23 of the Franchise Agreement which require jurisdiction of courts in Los Angeles County, California are deleted.

6. Item 17(w) of the Disclosure Document and Article 23 of the Franchise Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

8. The provisions of Article 23 of the Franchise Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

9. The provisions of Article 23 of the Franchise Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies.

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that:
>
> "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for RV Roofing Solutions LLC for use in the Commonwealth of Virginia shall be amended as follows:

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

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement and development agreement does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

ADDENDUM REQUIRED BY THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this ______ day of ______________, 20___.

ATTEST	RV ROOFING SOLUTIONS LLC
____________________________	By:_____________________________________
Witness	Name:___________________________________
	Title:____________________________________
	FRANCHISEE:
____________________________	____
Witness	

Exhibit C

RV ROOFING SOLUTIONS LLC

FRANCHISE AGREEMENT

____
FRANCHISEE

____
DATE

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EXHIBITS

RV ROOFING SOLUTIONS LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into on this ___ day of ___________, 20__, between RV Roofing Solutions LLC, a California limited liability company having its principal place of business located at 365 E. Avenida de los Arboles, Thousand Oaks, California 91360 ("we", "us" or "our") and ___________________________, a _____________ with a principal address at __________________________ ("you" or "your").

WHEREAS, we have developed products and technology, a system of uniform standards, methods, procedures, specifications, merchandising and advertising (hereinafter referred to as the "System") for the operation of a business (hereinafter referred to as "Business" or "Franchised Business") which applies acrylic coatings on various types of recreation vehicles and other roof structures we authorize ("Approved Products and Services") all under the trade name, trademark and/or service mark of "RV Roofing Solutions" (collectively, the "Proprietary Marks"); and

WHEREAS, we are the licensee of the owner of the Proprietary Marks, as are now specified and as may be hereafter designated as a part of the System and not thereafter withdrawn, and

WHEREAS, you wish to obtain the right and license from us for the use of the System and Proprietary Marks, and in association therewith to own and operate a Business located at the premises identified on Exhibit B hereto (hereinafter referred to as the "Premises"), which may be a home-based office, and you understand and accept the terms, conditions and covenants set forth herein as those which are reasonably necessary to maintain our high and uniform standards of quality and service in order to protect the goodwill and enhance the public image of the System and the Proprietary Marks; and

WHEREAS, we have the sole and exclusive right to the goodwill associated with the System and are willing to grant the right and license to you on the terms and conditions herein contained to use the System and the Proprietary Marks; and

WHEREAS, you have had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Franchise Agreement by counsel of your own choosing and you represent and warrant that you have the business experience and financial ability to operate a Business; and

WHEREAS, you acknowledge that you have read this Agreement and that you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain uniform high standards of quality at all Businesses and to protect the goodwill of the Proprietary Marks; and

WHEREAS, we expressly disclaim the making of any warranty or guarantee, expressed or implied, oral or written, regarding the potential revenues, profits or success of the business venture contemplated by this Agreement. You acknowledge that you have not received or relied upon any such warranty or guarantee; and

WHEREAS, you acknowledge that you have no knowledge of any representations by us, our officers, directors, shareholders or representatives about the franchise offered hereunder, about us or our franchising programs and policies that are contrary to the terms of this Agreement; and

WHEREAS, you acknowledge that this Agreement places detailed and substantial obligations on you, including strict adherence to our reasonable present and future requirements regarding facilities, equipment, suppliers, operating procedures, management methods, merchandising strategies, sales promotion programs and related matters. You acknowledge that future improvements, changes and developments in the System may require additional expense to be undertaken by you.

BEFORE SIGNING THIS AGREEMENT, YOU SHOULD READ IT CAREFULLY WITH ASSISTANCE OF LEGAL COUNSEL.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
GRANT OF FRANCHISE

1.1 Grant

Subject to the terms, conditions and limitations elsewhere in this Agreement, we hereby grant to you a non-exclusive right and license to use the System, the Proprietary Marks and to market, sell and provide the Approved Products and Services in accordance with the System. The Approved Products and Services are the only products and services authorized to be used by you from or at the Business, unless written authorization is given by us.

1.2 Location and Area of Responsibility

The right and license granted in Section 1.1 hereof shall be restricted solely and exclusively to use in and from the area described on Exhibit B hereto ("Area of Responsibility"), however, we (and any affiliates that we might have from time to time) will not establish nor allow another franchise owner to establish another Franchised Business, the physical premises of which are located within the Area of Responsibility. In the event that, prior to the termination of the franchise hereunder, the lease for the Premises (if you elect to lease a space for your Franchised Business) should expire or terminate without your fault, or if the Premises should be destroyed or otherwise rendered unusable for the purposes hereof, or if the Premises should be expropriated or you otherwise lose possession thereof without your fault, or if the lease is expiring or is about to expire without the right to renew same, you shall be entitled to relocate the Business to another premises, provided that we have first given our written consent to such relocation, but we shall not be required to review and/or approve the new site you select, and the new premises shall be located within the Area of Responsibility. Notwithstanding the generality of the foregoing, if you operate the Franchised Business from your home and you choose to sell your home and move to a location outside of your Area of Responsibility, we reserve the right to require you to lease space within your Area of Responsibility from which to operate the Franchised Business.

1.3 Non-Exclusivity

Except as set forth above, the franchise and licenses granted to you by this Agreement are non-exclusive and we shall have, at all times throughout the term of this Agreement and any renewals hereof, and at all places, the unqualified right to open and operate, or to franchise and license others to open and operate, businesses utilizing the System anywhere outside of your Area of Responsibility.

1.4 Limitations on Sale of the Approved Products and Services

This license does not include any right to sell any Approved Product at wholesale or the right to sell any product or provide any service at or from any location except from within the Area of Responsibility. Your use, directly or indirectly, of the System, the Proprietary Marks licensed hereunder, the sale of any product or the servicing of Business customers at any location other than from within the Area of Responsibility or at your customers' premises shall be a material breach of this Agreement and shall give us, in addition to all other rights and remedies hereunder, the right to terminate this Agreement.

You shall not engage in any promotional activities or sell the Approved Products and Services or similar products or services, whether directly or indirectly, through the internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the "Electronic Media"); through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located outside of the Area of Responsibility. You may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within the Area of Responsibility, and you will not be deemed to be in violation of this Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of the Area of Responsibility. You may not make any sales or perform services to customers located outside of the Area of Responsibility unless the customer is located in an area where there is not another Business in operation. You may not directly solicit customers outside of your Area of Responsibility.

1.5 Rights Reserved to Us

We reserve the right to establish or operate, or license any other franchisee to establish or operate, a Business under the System at any location outside of the Area of Responsibility. We (and any affiliates that we periodically might have) reserve the right:

(a) to establish and operate, and grant rights to other franchise owners to establish and operate, Businesses at any locations outside the Area of Responsibility and on any terms and conditions we deem appropriate;

(b) to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Businesses and any other goods displaying the Proprietary Marks or other trademarks and service marks through alternative distribution channels (such as mail order and the Internet), both within and outside the Area of Responsibility, and under any terms and conditions we deem appropriate;

(c) to purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Business (and/or franchise, license, and/or similar agreements for such businesses), some or all of which might be located anywhere, including within the Area of Responsibility;

(d) to be acquired (regardless of the form of transaction) by a business identical or similar to "RV Roofing Solutions", even if the other business operates, franchises and/or licenses competitive businesses within the Area of Responsibility; and

(e) to engage in any other business activities not expressly prohibited by this Agreement, both within and outside the Area of Responsibility.

1.6 National or Regional Account

We reserve the right to develop and maintain a National Account program. A National Account is a customer that has multiple locations across multiple Territories and/or states. You may not negotiate any contract terms with a prospective National Account. We will have sole discretion to negotiate terms with the National Account. We anticipate that you will participate in the National Accounts program, which will require you to provide products and services to the National Account according to the agreement we have negotiated with them.

If you choose not to participate in the National Account program, or if you are unable or unwilling to provide products and services to the National Account as requested, we, our affiliate or a third party (which may be another franchisee) may enter your Area of Responsibility and service the National Account, and you are not entitled to any portion of the revenue in these circumstances. We also reserve the right to terminate your participation in the National Account program if you are not providing products and services according to the terms we have negotiated or your participation is not otherwise in compliance with our policies.

1.7 Minimum Purchase Requirement

You must use your best efforts to promote and increase the sales and services of the Franchised Business to effect the widest and best possible distribution and sale of products and services and to solicit potential customers and accounts for products and related services in conjunction with us. While we do not have a specific minimum Gross Revenue requirement, you must purchase a minimum amount of acrylic coating from us. During your first six (6) months of operation, there is no minimum you must purchase. Between the seventh (7^{th}) and eighteenth (18^{th}) months of operation, you must purchase from us a minimum of twenty (20) gallons of acrylic coating each month. Beginning in the nineteenth (19^{th}) month of operation, you must purchase from us a minimum of forty (40) gallons of acrylic coating each month. If you do not meet this minimum purchase requirement, we may reduce the size of your Area of Responsibility or we may terminate this Agreement. If, at any time during the term of this Agreement, you purchase a larger Area of Responsibility, we reserve the right to increase your minimum purchase requirements on a pro rata basis and you agree to comply with such increased minimum requirements.

The minimum purchase requirement is not, and should not be considered, an earnings claim for Franchisee's Business. We do not furnish or authorize our sales people to provide any oral or written information concerning the actual or potential sales, costs, income or profits of any Business. Actual results may vary from franchise to franchise and we cannot predict the results of any particular franchise. You acknowledge that no such earnings claims have been made to you.

ARTICLE 2
TERM

2.1 Initial Term

This Agreement, unless terminated earlier as hereinafter provided, shall remain in force for an initial term of five (5) years commencing on the date of this Agreement ("Initial Term").

2.2 Renewal

Subject to the provisions of this Section, you shall have an option (exercisable only by written notice delivered to us less than nine (9) months, but more than six (6) months, prior to the end of the Initial Term of this Agreement) to renew the franchise hereunder for up to three (3) additional terms of five (5) years each if the following conditions are met:

(a) you have been, throughout the Initial Term of this Agreement, in substantial compliance, and at the expiration of such Initial Term is in full compliance, with this Agreement, the lease and all other agreements between you and us or companies associated or affiliated with us;

(b) you enter into our then-current Franchise Agreement and all other ancillary agreements, instruments and documents then customarily used by us in the granting of Business franchises (all of which will contain terms substantially the same as those herein contained, except with respect to fees to be paid to us, which fees shall be the same as those Franchise Agreements being executed at the time of renewal, but which will not obligate you to pay a further initial franchise fee);

(c) you are able to maintain possession of the Business at the Premises (or at relocated Premises pursuant to Section 1.2 hereof), if you are not operating from a home-based office;

(d) you refurbish, upgrade, renovate, redecorate and remodel your Business, vehicle and/or equipment to meet the then-current standards and image for all new Businesses;

(e) the landlord of the Premises consents to a renewal or extension of your lease (if necessary or applicable);

(f) at the time each renewal option is exercised and at the time such renewal commences, all monetary obligations to us and any of our affiliates must be current and must have been current at all times during the preceding twelve (12) months;

(g) you execute a general release running in favor of us, our officers, directors and shareholders releasing all claims against us, our officers, directors and shareholders;

(h) you pay to us a renewal fee equal to Two Thousand Dollars ($2,000); and

(i) we shall have the right, but not the duty to grant additional renewals, at our sole discretion.

2.3 Refusal to Renew Franchise Agreement

We can refuse to renew your franchise if your lease, sublease or other document by which you have the right to occupy the premises is not extended before your renewal term is to take effect to cover the period of the renewal or if you do not have a written commitment from your landlord to renew the lease or sublease for a period at least equal to the renewal term. We may also refuse to renew your franchise under other circumstances, including, but not limited to, your failure to substantially comply with the terms of this Agreement, your failure to pay amounts owed to us when due, or your failure to cure any defaults incurred during the initial term of this Agreement, if applicable.

2.4 Renewal Under Law

Even though we decline the renewal of your franchise, it is possible that we can be required to renew it under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the concerned law, rule, regulation, statute, ordinance or order, your renewal term will be subject to the conditions of the Franchise Agreement we are using for new franchisees at the time the renewal period begins. If we are not then offering new franchises, your renewal period will be subject to the terms in the Franchise Agreement that we indicate. If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement.

2.5 Your Election Not to Renew

For the purposes hereof, you shall be deemed to have irrevocably elected not to renew the franchise hereunder (and the option to do so shall thereupon terminate) if you fail to execute and return to us our then-standard Franchise Agreement, other ancillary documents required by us for a renewal franchise and payment of the renewal fee within thirty (30) days after we have delivered them to you.

ARTICLE 3
BUSINESS PREMISES

3.1 Location of Business

We expect that you will operate the Business from a home-based office, subject to applicable local ordinances. If you are not able to operate the Business from your home, or if you elect to obtain leased premises for the Business, we will provide you with our then-current site selection criteria to assist you in locating a suitable site for your Business. You must submit to us all information we require in order for us to evaluate your proposed site, and we will notify you in writing within fifteen (15) days after we have received all required information whether the site you propose is accepted by us. Our approval of your proposed site will not be unreasonably withheld.

We make no guarantee, warranty or any other assurance (express or implied) of the success of your Business at any location, including a home-based office or leased site.

3.2 Equipment and Fixtures

You shall install in and about the Business such equipment, including computer-related equipment and computer software, fixtures and other items as are required and which strictly conform to our requirements, uniform standards, and specifications existing from time to time, as well as utilize the required or approved motor vehicle which has been outfitted and wrapped to our specifications (hereinafter sometimes referred to collectively as "Equipment and Furnishings"). We shall furnish you with lists and specifications of the approved fixtures and equipment which are required to outfit the Business in accordance with our image and standards. We shall have the right to inspect all Equipment and Furnishings and their installation to assure your compliance with our standards and specifications. We reserve the right to designate that we or our Affiliates are the sole approved supplier of any portion of the Equipment and Furnishings you are required to purchase or lease for the Business.

3.3 Opening for Business

You shall open the Business for business not later than sixty (60) days after the date of this Agreement if you will operate from your home. If you will operate from a leased space, you shall open the Business not later than sixty (60) days after we have accepted your proposed site. In the event the Business is not open for business on or before the time provided for above, we may terminate this Agreement upon thirty (30) days' prior written notice to you, unless the Business shall open for business pursuant to the terms of this Agreement within such thirty (30) day period. In no event shall the Business be opened for business until: (a) we determine that your Franchised Business has been equipped and stocked with materials and supplies in accordance with our requirements; (b) the initial training program we provide has been completed and passed to our satisfaction by all required persons; (c) the initial franchise fee has been paid and all other amounts due to us have been paid; (d) you have furnished us with all certificates of insurance required by the Franchise Agreement; (e) you have obtained all required governmental permits, licenses and authorizations necessary for the operation of your Franchised Business; and (f) you are in full compliance with all the terms of the Franchise Agreement.

3.4 Motor Vehicles

(a) Use of Motor Vehicles. You and your employees, agents and independent contractors shall travel to your customers' and prospective customers' business, residential or other properties only in vehicles (hereinafter referred to as "Motor Vehicles") that have been acquired, designed, equipped, painted, decaled, decorated and/or otherwise outfitted as specified by us. It is acknowledged that such restriction is necessary to present a uniform appearance to the public.

(b) Condition. You shall maintain your Motor Vehicles in good working order, performing scheduled maintenance as recommended by the manufacturer and repairing all malfunctions promptly.

(c) Cleanliness and Appearance. You shall keep all of your Motor Vehicles neat and clean.

(d) Disposition. Under no circumstances shall you allow a Motor Vehicle to come into the possession of anyone who is not a RV Roofing Solutions franchisee without first obliterating all the Proprietary Marks.

(e) Safe Driving. You shall hire and use only safe and courteous drivers of your Motor Vehicles.

(f) Compliance with Law. You shall at all times cause yourself and your employees, agents and independent contractors, along with all Motor Vehicles, to be in full compliance with all applicable laws and regulations pertaining to all Motor Vehicles.

(g) Taxes and License Fees. You shall promptly pay all license and use charges and taxes assessed on or pertaining to your Motor Vehicles, and shall hold us harmless therefrom.

(h) Insurance. You shall obtain and at all times maintain in force, at your own expense, such insurance we specify from time to time, including the types and amounts of coverage required under such insurance policies. Each insurance policy must name us and our affiliates as additional named insureds, will contain a waiver of all subrogation rights against us and our affiliates, and any successors and assigns, and will provide for thirty (30) days' prior written notice to us of any material modifications, cancellation or expiration of such policies.

(i) Inspection. We, by our agents, employees, and attorneys, shall have the right at all times during business hours, and without prior notice to you, to inspect the interior and exterior of your Motor Vehicles to ascertain if you are in compliance with this Agreement. Such inspection may include verification of correct registration, licensing and insurance. You shall cooperate, and shall cause your employees to cooperate, fully with such inspection, and shall give your permission as may be necessary to allow us to obtain government and insurance company records pertaining to ownership and operation of the Motor Vehicles, and promptly deliver the information and documentation referred to herein to us, upon our request.

(j) Reports. You shall, when upon adding a Motor Vehicle to the Franchised Business, report the identity of the Motor Vehicle you are adding. Also, you shall, from time to time as requested by us or pursuant to this Agreement, report to us in writing the identity of all Motor Vehicles you are then using in connection with the Franchised Business. You shall also report to us in writing each time you dispose of any Motor Vehicle, setting forth the date of disposition, the name and address of the purchaser and a description of the measures taken to obliterate all resemblance to a RV Roofing Solutions approved Motor Vehicle. These reports shall also include such other information as we may reasonably require, and shall be made on such forms, and at such times, as prescribed by us.

ARTICLE 4
FEES AND REPORTING

In the State of California, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

4.1 Initial Franchise Fee

In consideration of the grant of this license, you shall pay to us by bank draft or cashier's or certified check a non-recurring initial franchise fee for the franchise hereunder in the amount of Twenty Thousand Dollars ($20,000), payable upon execution of this Agreement. The initial franchise fee shall be deemed to have been fully earned by us upon execution of this Agreement and is not refundable under any circumstances.

If, upon execution of this Agreement or during the Initial Term of this Agreement, you wish to purchase a larger Area of Responsibility, you shall pay us the sum of Two Thousand Dollars ($2,000) for each additional two thousand (2,000) registered recreational vehicles in your Area of Responsibility. If you elect to purchase the larger Area of Responsibility during the Initial Term, you must be in compliance with this Agreement, including meeting minimum acrylic coating purchases, the area must be available and it must be contiguous to your original Area of Responsibility. Any fee you pay for a larger area is not refundable under any circumstances.

4.2 Royalty Fee

You agree to pay to us a continuing "Royalty Fee" in an amount equal to seven percent (7%) of the Gross Revenue of the Business, less any revenue applicable to the sale of acrylic coating products. You shall submit to us not later than the fifth (5^{th}) day of each month a statement reporting Gross Revenue of the Business for the preceding calendar month, including a breakdown of sales of acrylic coating products and all other products and services. This statement shall contain such detail, be in such format, and be submitted to us in the manner we prescribe in the Manual or otherwise in writing. This statement may be accessed directly by us from your computer system.

(a) You shall sign and deliver to us any documents required to authorize us to debit your bank account automatically for the Royalty Fee, Marketing Fee and other amounts due under this Agreement. We will debit your account for the Royalty Fee and Marketing Fee on the tenth (10^{th}) day of each month, or the next business day if the tenth (10^{th}) is not a business day. You agree to make the funds available for withdrawal by electronic funds transfer before each due date.

(b) If you fail to report the Business' Gross Revenue, we may debit your account for one hundred twenty percent (120%) of the last Royalty Fee and Marketing Fee that we debited. If the Royalty Fee and Marketing Fee debited from your account are less than the Royalty Fee and Marketing Fee you actually owe to us (once we have determined the Business' true and correct Gross Revenue), we will debit your account for the balance of the Royalty Fee and Marketing Fee due on the day we specify. If the Royalty Fee and Marketing Fee debited from your account are greater than the Royalty Fee and Marketing Fee actually owed, we will credit the excess against the amount we otherwise would debit from your account for the next payment due. Notwithstanding the foregoing, we have the right to apply any credit to any overdue amount you owe to us, including without limitation, purchases of acrylic coating products, continuing fees and interest on overdue amounts.

(c) If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

4.3 Marketing Fee

Recognizing the value of uniform national and regional advertising and promotion of the System, you, in further consideration of the grant of this license, agree to pay to us monthly, without notice from us, a non-refundable marketing fund contribution ("Marketing Fee") to the Fund (as hereinafter defined) up to 3% of your Gross Revenue payable at the same time and in the same manner as the Royalty Fee provided for in Section 4.2 hereof.

4.4 Definition of Gross Revenue

For purposes of this Agreement, the term "Gross Revenue" means the aggregate of all sales and other revenue in connection with the Franchised Business including all products and services from all sources, whether for check, cash, credit, barter, or otherwise, including all proceeds from any business interruption insurance but not including any refunds made in good faith and any sales and equivalent taxes which are collected by you and paid to a governmental authority

(a) Gross Revenue shall be deemed received by you at the time any payment is received by you, whether such payment represents an installment or partial payment or payment in full for any of the services sold, contracted for or rendered. Gross Revenue consisting of property or services shall be valued at the prices applicable, at the time such Gross Revenue are received, and to the products or services exchanged for such Gross Revenue.

(b) You shall report Gross Revenue periodically to us at the time, on such form and in such detail as may be prescribed from time to time by us, and at the same time you shall deliver to us copies of all customer product and service order forms in such form and such detail as we may from time to time require.

4.5 Interest on Late Payments

To encourage prompt and timely payment of the Royalty Fees, Marketing Fees and any payments for purchases you make from us for the acrylic coatings and other sums owed to us, and to cover the costs and expenses involved in handling and processing any payments not received by their due dates, you shall also pay, upon demand, a late payment charge in an amount equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate permitted by law. Such charge shall accrue from the date payment was due until the date payment is actually received in full by us. Notwithstanding the foregoing, each failure to pay the Royalty Fees, Marketing Fees or other payments payable to us when due will be a material breach of this Agreement. The foregoing shall not apply if the lateness is the result of our failure to debit your account in a timely manner.

4.6 Application of Payments

We shall have sole discretion to apply any payments received from you to any past due indebtedness of yours for the Royalty Fees, Marketing Fees, purchases made from us or our affiliates, late payment charges or any other indebtedness of yours to us or our affiliates.

4.7 Bookkeeping, Accounting and Records

You shall only use the bookkeeping, accounting, inventory control, point of sale and record-keeping system for the Business that is specified by us, and you shall retain all invoices, order forms, time cards, payroll records, check stubs, bank deposit receipts, sales tax records and returns, cash disbursements journals and general ledgers. You shall keep such original documents at the Business throughout the term of this Agreement, and for at least three (3) years thereafter, at a location of which we shall be kept advised, unless we give written permission to dispose of such records.

4.8 Reports and Tax Returns

You shall furnish to us throughout the term of this Agreement in the form from time to time prescribed by us:

(a) not later than the fifth (5th) day of each month, a report of Gross Revenue for the preceding calendar month and other Business activities for such month (including such information as may be required by us) verified by you on forms approved by us;

(b) within thirty (30) days after the documents referred to in Section 4.9 hereof are filed, an exact copy of all returns, schedules and reports filed by you for income, corporate or sales tax purposes;

(c) within fifteen (15) days after the end of each calendar quarter, a statement of Gross Revenue for such quarter and all preceding months of such calendar year, a profit and loss statement for such quarter, and a profit and loss statement from the beginning of your latest fiscal year, on such forms as we may specify;

(d) within sixty (60) days after the end of each fiscal year, an unaudited balance sheet, statement of profit and loss and source and application of funds from the beginning of that fiscal year, prepared by an independent certified public accountant and verified by your statutory declaration as to the information furnished to such accountant; and

(e) such other reports, statements, sales slips, order forms, records, calculations and indices as we may, from time to time, require.

4.9 Audited Statements

If we, in our sole discretion, determine that any report, financial statement, tax return or schedule furnished by you understates Gross Revenue, distorts any other material information or is materially incomplete, unclear or misleading, we shall have the right to require you to furnish audited annual financial statements for that year at your sole cost and expense, with such statements being prepared in accordance with generally accepted accounting principles consistently applied.

4.10 Audit

We or our representative or agent shall have the right at any time during normal business hours, and without prior notice to you, to inspect, copy, request, receive and/or audit or cause to be inspected, copied, requested, received and/or audited the business records, bookkeeping and accounting records, sales, reports, financial statements and tax returns that you are required to submit to us hereunder along with your books and records and those of any corporate entity which owns or to which you have assigned this Agreement. If we should determine that an audit is necessary during the term hereof or after the transfer, expiration or termination of the franchise, you will, upon notice, deliver to us all required records and documents to conduct such audit. You shall fully cooperate with our representatives conducting any such audit. In the event that any such audit should disclose an understatement of Gross Revenue for any period, you shall pay, within fifteen (15) days after receipt of the audit report, the fees, contributions and any other amounts (including, without limitation, interest pursuant to Section 4.5 hereof) due upon the amount of such understatement. Further, in the event such audit is made necessary by your failure to furnish reports, financial statements, tax returns or schedules as herein required, or if an understatement of Gross Revenue for any period is determined by any such audit to be greater than two percent (2%) of the Gross Revenue for such period disclosed by the audit, you shall, in addition to paying any understated amount together with interest thereon, reimburse franchisor for the cost of such audit, including, without limitation, the charges of any independent accountants, legal fees, and travel expenses, room, board and compensation of their employees or representatives. The foregoing remedies are in addition to all other rights and remedies we may have under this Agreement or under applicable law.

4.11 Information from Others

You hereby authorize us to make reasonable inquiries of your bank, credit reporting agencies, suppliers and trade creditors concerning the Franchised Business and hereby direct such persons and companies to provide to us such information as we may request.

4.12 Inspection

We or our representatives or agents shall have the right at any time during normal business hours, and without prior notice to you, to enter and inspect the Premises and all aspects of the operation of the Business together with all records, books of account, tax returns and other documents and materials in your possession or under your control relating to the Franchised Business, you and the subject matter and terms of this Agreement, including, without limitation, all records required to be maintained pursuant to applicable law, to ascertain that you are operating the Business in accordance with the System, the terms of this Agreement and the Manual. We or our representatives or agents shall be allowed to make extracts from or copies of any such material and to take samples of any products sold at the Business and immediately remove any unauthorized products from the Business without any liability to us, including, but not limited to, payment for such unauthorized products. In the event that we give notice to you of any deficiency detected during such inspection, you shall diligently correct such deficiency as soon as possible, but in any event within five (5) days after receipt of such notice. If you fail to correct such deficiency within such five (5) day period, we shall have the right (but not the obligation) to correct such deficiency on your behalf of and at your sole expense, and in such case you shall reimburse us for all costs incurred by us (including, without limitation, a reasonable charge for the time of any of our personnel) in connection therewith.

4.13 Withholding Taxes

All payments to be made by you to us under this Agreement will be made to us or our designated agent as we may direct you in writing from time to time, without set off, counterclaim or other defense. If any payments due under this Agreement are subject to withholding or other income taxes under any applicable legislation, including without limitation the initial franchise fee, the Royalty Fee or the Marketing Fee, you agree to promptly pay such taxes to appropriate tax authorities to report such payments as required by the tax authorities and to promptly deliver to us copies of receipts of such tax authorities or other suitable documentation for all taxes paid or withheld. You will take all reasonable steps to assist us in obtaining any tax credit which may be due to us with respect to any such withholding taxes.

4.14 Taxes

You agree to pay and remit to us any and all goods and services taxes, value added taxes, harmonized taxes or similar taxes that may now or hereafter be payable in connection with any initial franchise fee, the Royalty Fees, Marketing Fees or any other payments required to be made by you under this Agreement.

ARTICLE 5
MARKETING AND PROMOTION

5.1 The Fund

Recognizing the value of uniform marketing and promotion to the goodwill and public image of the System, you agree that we or our designee shall have the right to establish, maintain and administer a national creative marketing fund (hereinafter referred to as the "Fund") for such national and regional marketing programs as we may deem necessary or appropriate, in our sole discretion, as follows:

(a) we shall direct all national and regional marketing programs with sole discretion over the creative concepts, materials, endorsements and media used therein, and the placement and allocation thereof. You agree that some portion of the Fund may be used for creative concept production, marketing surveys, test marketing and related purposes. We may use a portion of the Fund to support and develop our website. You understand and acknowledge that the Fund is intended to maximize general public recognition and acceptance of the System and the Proprietary Marks for the benefit of all Businesses operating under the System, and that we undertake no obligation in administering the Fund to ensure that expenditures from the Fund are proportionate or equivalent to your contributions or that any particular Business or franchisee benefits directly or pro rata from the placement of any such marketing;

(b) you agree that the Fund may be used to meet any and all costs of maintaining, administering, directing and preparing national and/or regional marketing materials, programs and public relations activities (including, without limitation, the cost of preparing and conducting television, radio, magazine, billboard, newspaper, direct mail and other media programs and activities, for conducting marketing surveys, test marketing, employing advertising agencies to assist therewith, and providing promotional brochures and other marketing materials to all franchisees of the System). The Fund shall be held in a non-interest bearing account separate from our other funds, and shall not be used to defray any of our general operating expenses, except for such reasonable administrative costs and overhead as we may incur in activities reasonably related to the administration or direction of the Fund and its marketing programs;

(c) a statement of the operations of the Fund shall be prepared annually by our accountants and shall be made available to you on written request. The cost of the statement shall be paid by the Fund and it is not required to be audited. Except as expressly provided in this Section 5.1, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the Fund. We may spend in any calendar year an amount greater or less than the aggregate contributions made by all franchisees contributing to the Fund in that year. We may make loans to the Fund (and the Fund may borrow from us or other lenders) bearing reasonable interest to cover any deficits of the Fund or cause the Fund to invest any surplus for future use. Any monies remaining in the Fund at the end of any year will carry over to the next year;

(d) each Business owned by us and/or our affiliates shall make contributions to the Fund at the same rate as is required to be contributed generally by Businesses within the System; and

(e) we have the right, but not the obligation, to use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle and compromise all claims by or against the Fund. We may at any time defer or reduce the Fund contributions of a Business and, upon thirty (30) days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, any money remaining in the Fund will be used for marketing and promotional purposes or we will distribute all unspent monies to all Businesses in the

System (whether franchised or operated by us or our affiliates) in proportion to their respective Fund contributions during the preceding twelve (12) month period. If we terminate the Fund, we reserve the right to reinstate it at any time, and our and your obligations detailed in this Section 5.1 will once again apply.

5.2 Local Marketing

In addition payment of the Marketing Fee, you shall conduct local marketing and promotion in your Area of Responsibility, and you agree to spend not less than two percent (2%) of your Gross Revenue each month for local marketing, subject to any contribution made to a marketing cooperative as described in Section 5.4 below. Any marketing or promotional materials that you want to use that have either not been prepared by us or have not been approved by us in the preceding twelve (12) months must be submitted to us not later than ten (10) days before the ad is scheduled to run. If we do not notify you within this ten (10) day period that the materials are not approved, then the materials are deemed approved. We may require you to include specific language in your local marketing, such as "Franchises Available" and our website address and telephone number.

Any marketing materials that you submit to us for our review will become our property, and there will be no restriction on our use or distribution of the materials. Within thirty (30) days of our request, you must provide us with a report of your local marketing activities for the previous calendar quarter, or any other time period we specify. You must include the information that we request, which may include verification copies of your marketing.

You must participate in any sales and promotional campaigns that we require. We also recommend that you join recreational vehicle clubs and participate in local and regional trade shows to promote your Franchised Business.

5.3 Advisory Councils

We may establish one or more advisory councils to advise us on matters relating to the System, marketing, products and services offered or other matters. If we establish an advisory council, members of the council will include our representatives and franchisee representatives. The franchisee members may be selected by us or may be elected by other franchisees in the System. If you participate on any advisory council you must pay any expenses you incur related to your participation, such as travel and living expenses to attend council meetings. If formed, the advisory council will act in an advisory capacity only, and will not have decision-making authority. We will have the right to form, merge, change or dissolve any advisory council.

5.4 Marketing Cooperatives

We may, in our discretion, create a local or regional marketing cooperative ("Cooperative") in any area, and establish the rules and regulations therefor, or we may approve of a Cooperative formed by our franchisees. Immediately upon our request, you must become a member of the Cooperative for the area in which some or all of your Area of Responsibility is located. In no event may your Business be required to be a member of more than one (1) Cooperative. The Cooperative must be governed in the manner we prescribe. The Cooperative may require each of its members to make periodic contributions thereto in an amount to be determined by a vote of the members; provided, however, that such contributions shall not exceed two percent (2%) of Gross Revenue. Any funds contributed to a Cooperative will be credited against your obligation to pay for local marketing as set forth in Section 5.2 above; provided, however, that if any amount you contribute to a Cooperative is less than the amount you are required to expend for local advertising, you shall nevertheless spend the difference locally. The following provisions apply to each cooperative:

(a) the Cooperative must be organized and governed in a form and manner, and commence operation on a date that we approve in advance in writing;

(b) the Cooperative must be organized for the exclusive purpose of administering advertising programs and developing, subject to our approval, standardized promotional materials for the members' use in local marketing within the Cooperative's area;

(c) the Cooperative may adopt its own rules and procedures, but such rules or procedures must be approved by us and must not restrict or expand your rights or obligations under this Agreement;

(d) except as otherwise provided in this Agreement, and subject to our approval, any lawful action of the Cooperative (including, without limitation, imposing assessments for local marketing) at a meeting attended by members possessing more than fifty percent (50%) of the total voting power in the Cooperative is binding upon you if approved by members possessing more than fifty percent (50%) of the total voting power possessed by members in attendance, with each Business having one (1) vote, but no franchisee (or commonly controlled group of franchisees) may have more than twenty-five percent (25%) of the vote in the Cooperative regardless of the number of Businesses owned;

(e) without our prior written approval, the Cooperative may not use, nor furnish to its members, any advertising or promotional plans or materials; all such plans and materials must be submitted to us in accordance with the procedure set forth in Section 5.2;

(f) the Cooperative may require its members to periodically contribute to it in such amounts as it determines, subject to the maximum described above;

(g) each member/franchisee must submit its contribution under Section 5.4(f) to the Cooperative, together with such statements or reports as we or the Cooperative may require, with our prior written approval;

(h) If an impasse occurs because of a Cooperative members' inability or failure, within forty-five (45) days, to resolve any issue affecting the Cooperative's establishment or effective functioning, upon request of any Cooperative member, that issue must be submitted to us for consideration, and its resolution of such issue is final and binding on all Cooperative members; and

(i) the Cooperative is not required to prepare a financial statement.

5.5 Grand Opening Marketing

You shall spend between Two Thousand Five Hundred Dollars ($2,500) and Five Thousand Dollars ($5,000) for a grand opening marketing campaign to be incurred in connection with the grand opening of the Business. Your grand opening marketing campaign must be pre-approved by us before it can be used. The grand opening marketing campaign must be conducted in the initial ninety (90) day period after your Business opens. In our discretion, we may require you to give us the money for your initial marketing campaign and we will conduct the campaign on your behalf.

5.6 Website Operation

(a) We alone may establish, maintain, modify or discontinue all internet, world wide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Franchised Business a "click through" subpage at our website for the promotion of your Franchised Business. If we establish one or more websites or other modes of electronic commerce and if we provide a "click through" subpage at the website(s) for the promotion of your Franchised Business, you must routinely provide us with updated copy, photographs and news stories about your Franchised Business suitable for posting on your "click through" subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your "click through" subpage.

(b) Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at RV Roofing Solutions Businesses – also be devoted in part to offering RV Roofing Solutions franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

(c) In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and system-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Franchised Business; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "RV Roofing Solutions" name or any name confusingly similar to the Marks.

(d) You are not permitted to promote your Franchised Business or use any of the Marks in any manner on any social or networking websites, such as Facebook, LinkedIn or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Franchised Business operation, including prohibitions on your and the Franchised Business' employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by us ("social media" includes personal blogs, common social networks like Facebook and MySpace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We may provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

(e) We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your "click through" subpage.

5.7 Testimonials and Endorsements

You agree to permit us or our agents or representatives to communicate with customers of your Business on or off the Premises for the purpose of procuring testimonials and/or endorsements of RV Roofing Solutions Businesses, and its Approved Products and Services. You further agree that we may make any or no use of such testimonials without compensation to you.

ARTICLE 6
TRAINING AND TECHNICAL ASSISTANCE

6.1 Managerial Responsibility

It is agreed that at all times during the term of this Agreement, either you or a fully trained Manager, approved by us (the "Manager(s)"), shall:

(a) devote full time, attention and effort to the active management and operation of the Business;

(b) irrespective of any delegation of authority, not inconsistent with clause (a), reserve and exercise ultimate authority and responsibility with respect to the management and operation of the Business; and

(c) represent you and act on your behalf in all dealings with us.

If two (2) or more individuals are named in this Section, each of them shall fulfill the requirements of clause (a) and both or all of them shall jointly fulfill the requirements of clauses (b) and (c). Notwithstanding the generality of the foregoing, you must participate full-time in the day-to-day operation of the Franchised Business. With our prior written consent, you may hire a Manager to oversee the Franchised Business' daily operation, but you must make sure that the Franchised Business is operated according to our System standards and the terms of this Agreement.

6.2 Initial Training Program

Before your Franchised Business begins operation, we shall provide to you a training program of up to one (1) week's duration which you and up to two (2) additional people (for a maximum of three (3) trainees) must complete to our satisfaction. Such training program shall be held at our headquarters in California or at such other place as may be specified by us. The cost of providing the training program to the first three (3) trainees is included in the initial franchise fee. If you wish for additional trainees to attend such initial training program, you shall pay our then-current training fee for each additional trainee. In addition, you shall pay all expenses your trainees incur while attending the training program, including travel, lodging, meals and applicable wages. If you fail to complete the training program to our satisfaction (after giving you the opportunity to re-take the training program at your expense), we may choose to terminate this Agreement.

You understand and agree that we will not pay compensation for any services performed by any trainee in the course of training.

6.3 Hiring and Training of Employees by You

You shall hire and train, at your expense, except as may be set forth in Section 6.2, all employees of the Franchised Business, and shall be exclusively responsible for the terms of their employment and compensation. You shall not employ anyone who refuses or fails to complete such training program. You shall at all times maintain a sufficient number of trained employees to service your customers, but at least the minimum number specified by us.

6.4 Operating Assistance

We shall make available to you such reasonable operating assistance and training on a continuing basis as we consider appropriate and which may consist of advice and guidance with respect to:

(a) methods and procedures for the marketing and sale of the Approved Products and Services;

(b) such additional services and products as we may approve, from time to time, to be used or offered for sale by franchisees;

(c) the purchase, operation, maintenance and use of equipment, displays, uniforms, equipment, materials and supplies;

(d) formulating and implementing marketing and promotional programs using such merchandising, marketing and advertising research data and advice as may, from time to time, be developed by us and deemed by us to be helpful in the operation of the Business;

(e) the establishment and implementation of administrative, bookkeeping, accounting, inventory control and general operating procedures for the proper operation of the Business; and

(f) the operation, cleanliness and efficiency of the Motor Vehicle, equipment and Premises.

6.5 Additional On-Site Training

At your request and subject to the availability of our representatives, we shall provide you with additional training on-site at your Franchised Business. We may, in our discretion require such on-site training if we deem it necessary due to your failure to maintain our required standards in the operation of your Business. You shall pay our then-current per diem fee for each of our representatives conducting the training for each day the training continues. You shall also pay all expenses incurred by our representatives, including travel, lodging and meals.

6.6 Refresher Training

We may require you and/or certain of your employees to attend refresher training programs, and we may designate that attendance at the training program is mandatory. We do not anticipate charging a fee for refresher training, but you must pay all expenses your trainees incur while attending refresher training, including travel, lodging, meals and wages. We may provide training electronically, such as by a webinar.

6.7 Franchisee Meeting

We may also require you and/or certain of your employees to attend a franchisee meeting, and we may designate that attendance at the meeting is mandatory. Franchisee meetings may include refresher or additional training. We do not anticipate charging a fee for a franchisee meeting, you must pay all expenses your attendees incur. We will designate the location for the meeting, which may be a location or resort near our headquarters. We will not specify an unreasonably expensive location.

ARTICLE 7
OUR DUTIES

7.1 Our Duties

During the term of this Agreement, we shall offer to you the following:

(a) an initial training program in System standards, specifications, methods and techniques as provided for in Section 6.2 hereof;

(b) upon your request, such periodic continuing individual or group advice, consultation, and assistance, rendered in person, by periodic correspondence (electronic or otherwise), field visits, or telephone or written communications made available from time to time to all franchisees of the System, as we may deem necessary or appropriate to assist you in conforming to the requirements of the System;

(c) to lend to you one (1) copy of the Manual and one (1) copy of any other manuals designated for use with the System, as well as such additions and modifications thereto as we may, in our reasonable discretion, issue from time to time. Such manuals may be provided by us electronically, such as via CD-ROM or a password-protected website;

(d) new, modified or supplemented standards for the System that, in our reasonable discretion, are beneficial or necessary to maintain the uniformity and goodwill of the System utilized by all franchisees; and

(e) arrangements for you to purchase the acrylic coatings and any other equipment, products or supplies from us or our affiliate and for which we or our affiliate are the designated supplier.

7.2 System Maintenance

We shall continue our efforts to maintain uniform standards of quality, cleanliness, appearance and service at all Businesses in the System, to promote, protect and enhance the public image and reputation of the System, and to increase the demand for the services offered by all System franchisees, and review all other materials prepared by you for use in local marketing and promotion pursuant to Section 5.2 hereof, and conduct periodic inspections of the services and products provided to the public by your Business.

7.3 Directories

To assist in the efficient operation of the Business, we shall provide and you shall assist us in the continuous development and maintenance of a Franchisee Directory and an Approved Supplier Directory**.**

7.4 Pricing

With respect to the offer and sale of all Approved Products and Services, we may from time to time offer guidance with respect to the selling price for such goods, products and services, to the extent permitted by applicable law, but you shall be free to establish your prices for Approved Products and Services. If you sell any or all Approved Products and Services at any price recommended by us, you acknowledge that we have made no guarantee or warranty that offering such Approved Products or Services at the recommended price will enhance your sales or profits.

7.5 Disbursement of Internet Sales Leads

In the event we receive any sales leads via our website or by telephone which are from potential customers who are physically located within your Area of Responsibility, we shall direct such sales leads to you. If you are unable to complete the sale of the Approved Products and Services to the customer, we shall have the right to fulfill such order or direct the order to another franchisee in the System to be fulfilled, without compensating you for your failed efforts.

ARTICLE 8
YOUR DUTIES

8.1 Your Obligations

In order to maintain the high quality and uniform standards associated with the System and the Proprietary Marks, and to promote and protect the goodwill associated therewith, you shall:

(a) at all times comply strictly, and cause the Business to comply strictly, with all of our standards, specifications, processes, procedures, requirements and reasonable instructions regarding the operation of the Business. You shall adopt as a standard for performance and operation of your Business our standards and conform to all specifications relating to equipment, product application, products, services, uniforms, displays and other identifying materials, uniform record keeping practices, days and hours of operation and such other matters as may be in the Manual, any administrative bulletins, and other confidential manuals or materials developed by us, or otherwise, as any of same may be modified from time to time by us;

(b) at all times keep and maintain the Business Premises, Motor Vehicle and the Equipment and Furnishings in a neat, clean, orderly and sanitary condition, and the Motor Vehicle, Equipment and Furnishings in good repair and maximum working condition. In connection therewith, you shall from time to time abide by any reasonable requirement of ours with regard to the remodeling and upgrading of the Premises, Motor Vehicle, Equipment and/or Furnishings to comply with standards then applicable to new franchisees in the System. If at any time during the Initial Term or any renewal thereof any of the Motor Vehicle, Equipment and Furnishings become obsolete or depreciated, then to the extent that they require replacement in accordance with our standards, you will replace the same with items required by our then-current standards and specifications. You acknowledge that possible additional investment may be required pursuant to this Section. If you fail to make any required remodeling, repairs, replacements, redecoration or other maintenance or refurbishing required hereunder within ten (10) days after receipt of notice from us of the actions required to be taken, we may, but are not required to, arrange for the completion of all required actions on your behalf and you shall reimburse us upon demand for all costs incurred;

(c) operate the Business in accordance with the standards, specifications, requirements and instructions as may be communicated to you by us whether verbally, in the Manual or otherwise in writing;

(d) offer as part of the approved services the Approved Products and Services and only the Approved Products and Services, as same exist from time to time. The Approved Products and Services must be used as part of the products and services offered on a continuous basis within the Area of Responsibility at the time and in the manner required by us. No sale of any product or service except the Approved Products and Services may be solicited, accepted or made at or from within the Area of Responsibility. If requested by us, on at least thirty (30) days' notice, as part of a general program or standardization effort by us, the marketing of Approved Products and Services may be modified. In such an event, such modified product becomes an Approved Product.

(i) You must at all times maintain an inventory of the Approved Products sufficient in quantity and variety to realize the full potential of the Franchised Business.

(ii) We may, from time to time, conduct market research and testing to determine consumer trends and salability of new products and services. You must cooperate by participating in our market research programs, test marketing new products and services and providing timely reports and other relevant information regarding marketing research. In connection with such test marketing, you must purchase a reasonable quantity of products to be tested and effectively promote and make a reasonable effort to sell such products and services.

(iii) You may not: (a) sell any product for resale or sell any unapproved product to any person; (b) sell any product or service at or from any place except within the Area of Responsibility; or (c) prepare or deliver any product or service at any place other than from within the Area of Responsibility.

(iv) You shall purchase your entire supply of the acrylic coating products from us, our affiliates or other restricted sources;

(e) adhere to our minimum quality standards and specifications for all facets of the Franchised Business, including equipment, signage, fixtures, inventory supplies, marketing and sales promotion materials and other products or materials used in the operation of the Business. Such standards and specifications have been established by us for uniformity, quality control and to protect, maintain and foster our reputation, goodwill and public acceptance. All such information regarding standards and specifications shall be provided to you in writing or otherwise through the Manual. The Manual are incorporated in this Agreement by reference and you will comply with all provisions therein; provided, however, that in the event of a conflict between the provisions of this Agreement and those of the Manual, the provisions of this Agreement shall control. All such standards and specifications may be modified at any time by us. We will provide you with a list of and specifications for the equipment, fixtures, furniture and furnishings which are consistent with the standard Business.

(i) We may approve a single distributor or other supplier (collectively "Approved Supplier") for any product and may approve a supplier only as to certain products. We may concentrate purchases with one (1) or more suppliers to obtain lower prices or the best advertising support or services for any group of Studios. We may, if we choose, take advantage of discounts offered by a supplier in connection with the acquisition of large quantities of products and resell said products to you at a profit. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier from time to time.

(ii) If you desire to purchase any unapproved items or purchase from any unapproved supplier, you must submit to us a written request for approval of the proposed product or supplier and obtain our written approval of the product or supplier prior to purchasing any such items or from said supplier. Our evaluation and ultimate approval or rejection shall be completed within ninety (90) days of submission. You shall reimburse us for our costs related to evaluating the product or supplier, not to exceed One Thousand Dollars ($1,000). We reserve the right to periodically re-inspect the facilities and products of any Approved Supplier and to revoke our approval if the supplier does not continue to meet any of our criteria. We shall in no event be obligated to approve any proposed supplier;

(f) maintain at all times such arrangements with such credit card issuers or sponsors, and shall implement and at all times operate such point-of-sale systems and credit verification systems, as necessary to operate the Business;

(g) issue and honor any type of gift card, loyalty card, membership reciprocity or other types of promotions or marketing campaigns;

(h) promptly and in good faith respond to any complaints raised by your clients. You shall rectify any complaints promptly and courteously. No later than the first day of the week following your receipt of any customer complaint, you shall provide to us a complaints report listing the name, addresses, and telephone numbers of any clients who have made a complaint, a brief description of the complaint and the steps you have taken or will take to respond to the complaint.

8.2 Computer Hardware and Software Systems

Since the effective and efficient operation of a Business is intimately connected with the use and maintenance of appropriate computer hardware and software, you shall use, maintain and update computer and other systems, including software programs, which meet our specifications, as they evolve over time. At our request, you must maintain your systems on-line to provide full access for computer systems used by us and you must promptly update and otherwise change your computer hardware and software systems as we may require from time to time, at your expense. You will pay all amounts charged by any supplier or licensor, which may be us or an affiliate, of the systems and programs used by you, including charges for use, maintenance, support and/or update of these systems or programs.

At our request, you shall obtain updated and/or upgraded computer or point-of-sale system hardware and software, as we deem necessary for the efficient operation of the Business. There are no limitations on our right to require such updates and/or upgrades, and there are no financial limitations on the cost of such updates and/or upgrades. You agree to purchase and implement any required computer or point-of-sale system hardware and software upgrades, at your cost, within the timeframe specified by us.

8.3 Variances

Complete and detailed uniformity under many varying conditions may not be possible or practicable, and we therefore reserve the right and privilege, at our sole and absolute discretion and as we may deem in the best interest of all concerned in any specific instance, to vary standards to accommodate special needs of you, or those of any other franchisee, based upon the peculiarities of a particular site or location, density of population, business potential, population of trade area, existing business practices, requirements of local law or local custom, or any other condition which we deem to be of importance to the successful operation of such franchisee's business. You understand and acknowledge that if we grant a variance to any franchisee in the System, nothing in this Agreement requires or compels us to grant to you a similar or like variance, and any variances granted by us shall be in our sole discretion.

8.4 Unapproved Products and Services

In the event you sell any products or perform any services that we have not prescribed, approved or authorized, you shall, immediately upon notice from us: (i) cease and desist offering or providing the unauthorized or unapproved product or from performing such services and (ii) pay to us, on demand, a fine equal to One Thousand Dollars ($1,000) for being in default of this Agreement. The fine shall be in addition to all other remedies available to us under this Agreement or at law.

Notwithstanding the foregoing, if you reverse engineer any acrylic coating product, fail to use Approved Products when providing Approved Services, or attempt to substitute any other product for an Approved Product, it shall be cause for us to immediately terminate this Agreement without providing you the right to cure the default.

ARTICLE 9
PROPRIETARY MARKS

9.1 Proprietary Marks

When used in this Agreement, "Proprietary Marks" mean the trademarks and service marks which are used now or in the future to identify Business or the Approved Products and Services and to distinguish it from that of any other business, and the trademarks, service marks, trade names, logos and commercial symbols as may be designated by us from time to time for use in connection with the System.

9.2 License of Proprietary Marks

You are licensed to use the Proprietary Marks, goodwill and trade secrets in the operation of the Business only within your Area of Responsibility. Nothing in this Agreement shall be construed as authorizing or permitting their use at any other location or for any other purpose, except as may be authorized in writing by us. During the term of this Agreement and any renewal or extension hereof, you shall identify yourself as the independent owner of the Business in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, business stationery, contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as we may designate in writing.

9.3 Ownership of Proprietary Marks

You acknowledge that we are the owner or the licensee of the owner of the Proprietary Marks, and that you shall not register or attempt to register the Proprietary Marks or to assert any rights in them other than as specifically granted in this Agreement.

9.4 Use of Proprietary Marks

You shall only use the Proprietary Marks, logos, trade styles, color combinations, designs, signs, symbols and slogans we designate, and only in the manner and to the extent specifically permitted by this Agreement, the Manual or in any other manuals, directives or memos prepared by us.

9.5 Approval of Items Using Proprietary Marks

We reserve the right to approve all signs, memos, stationery, business cards, advertising material, forms and all other objects and supplies using the Proprietary Marks. All advertising, publicity, point of sale materials, signs, decorations, furnishings, equipment, or other materials employing the phrase "RV Roofing Solutions" or other service mark shall be in accordance with this Agreement and the Manual, and you shall obtain our approval prior to such use.

9.6 Cessation of Use after Expiration, Termination or Non-Renewal

Upon the transfer, expiration, termination or non-renewal of this Agreement, you shall immediately cease using the Proprietary Marks, color combinations, designs, symbols or slogans; and we may cause you to execute such documents and take such action as may be necessary to evidence this fact. After the effective date of transfer, expiration, termination or non-renewal, you shall not represent or imply that you are associated with us. To this end, you irrevocably appoint us or our nominee to be your attorney-in-fact to execute on your behalf any document or perform any legal act necessary to protect the Proprietary Marks from unauthorized use. You acknowledge and agree that the unauthorized use of the Proprietary Marks will result in irreparable harm to us for which we shall be entitled to obtain injunctive relief, monetary damages, reasonable attorneys' fees and costs.

9.7 Notification of Infringement

You shall immediately notify us of any apparent infringement of or challenge to your use of the Proprietary Marks, or any claim, demand, or suit based upon or arising from the unauthorized use of, or any attempt by any other person, firm, or corporation to use, without authorization, or any infringement of or challenge to, any of the Proprietary Marks. You also agree to immediately notify us of any other litigation instituted by any person, firm, corporation or governmental entity against us or you.

9.8 Our Right to Defend

We shall undertake the defense or prosecution of any litigation concerning you that relates to any of the Proprietary Marks or that, in our judgment, may affect the goodwill of the System; and we may, in such circumstances, undertake any other action which we deem appropriate. We shall have sole and complete discretion in the conduct of any defense, prosecution or other action we choose to undertake. In that event, you shall cooperate and execute those documents and perform those acts which in our opinion are necessary for the defense or prosecution of the litigation or for such other action as may be undertaken by us.

9.9 You Shall Use Only Designated Proprietary Marks

In order to develop and maintain high uniform standards of quality and service and to protect our reputation and goodwill, you shall do business and marketing using only the Proprietary Marks designated by us. You shall not do business or advertise using any other name. You are not authorized to and shall not use the phrase "RV Roofing Solutions" by itself, as a part of the legal name of any corporation, partnership, proprietorship or other business entity to which you are associated, or with a bank account, trade account or in any legal or financial connection.

9.10 Inspection

In order to preserve the validity and integrity of the Proprietary Marks, and to assure that you are properly employing them in the operation of your Business, we and our agents shall have the right at all reasonable times to inspect your Business, financial books and records, and operations. You shall cooperate with and assist our representative in such inspection.

9.11 Copyright and Trademark Symbols

You shall be required to affix the ©, ®, ™ or ℠ symbol, as we designate, upon all marketing, publicity, signs, decorations, furnishings, equipment or other printed or graphic material employing the phrase "RV Roofing Solutions" or any other of the Proprietary Marks, whether presently existing or developed in the future.

9.12 No Right to Deny Use of Proprietary Marks

You acknowledge that you do not have any right to deny the use of the Proprietary Marks to any other Studio or franchisee. In consideration therefor, you shall execute all documents and take such action as may be requested to allow us or other franchisees to have full use of the Proprietary Marks.

9.13 Avoidance of Conflict

If during the term of this Agreement there is a claim of prior use of the "RV Roofing Solutions" name or any other of the Proprietary Marks in the area in which you are doing business or in another area or areas, you shall so use our other Proprietary Marks in such a way and at our discretion in order to avoid a continuing conflict.

9.14 Indemnification

We agree to indemnify you against, and to reimburse you for, all damages, costs, reasonable attorneys' fees and expenses for which you are held liable in any proceeding in which your use of any Proprietary Mark pursuant to and in compliance with this Agreement is held to constitute trademark infringement, unfair competition or dilution, and for all costs reasonably incurred by you in the defense of any such claim brought against you or in any such proceedings in which you are named as a party, provided that you have timely notified us of such claim or proceedings, have otherwise complied with this Agreement and have tendered complete control of the defense of such to us. If we defend such claim, we shall have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any attorney retained by you.

9.15 Limited License; Modification or Substitution

You understand and agree that the limited license to use the Proprietary Marks granted hereby applies only to such Proprietary Marks as are designed by us, and which are not subsequently designated by us as being withdrawn from use, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Proprietary Marks by virtue of the limited license granted hereunder, or by virtue of your use of any of the Proprietary Marks.

If it becomes advisable at any time, in our discretion, to modify or discontinue use of any Proprietary Mark and/or to adopt or use one or more additional or substitute Proprietary Marks, then you shall be obligated to comply with any such instruction by us, at your expense. We shall have no obligation to reimburse you for any expenses incurred related to any modification or substitution of a Proprietary Mark. You waive any claim arising from or relating to any Proprietary Mark change, modification or substitution, and you covenant not to commence or joint in any litigation or other proceeding against us for any of these expenses, losses or damages.

9.16 Name Registrations

Before commencing business, you must supply evidence satisfactory to us that you have complied with all applicable laws regarding the use of fictitious or assumed names. You must take such steps as we approve in writing to register the name "RV Roofing Solutions" to be able to operate the Business under such name within the Area of Responsibility. Except for registration of a "d/b/a" or assumed name or other fictitious name certificate in connection with the operation of the Business, you must not register or attempt to register our names or the Proprietary Marks in your own name or that of any other entity, nor shall you make any attempt to register a domain name which includes the Proprietary Marks.

ARTICLE 10
OPERATIONS MANUAL AND CONFIDENTIALITY

10.1 Confidential Operations Manual

We have developed and will lend to you during the term of this Agreement an operating manual for the Business (herein referred to as the "Manual") containing mandatory specifications, standards, methods, techniques and procedures for the operation of the Business prescribed from time to time by us for our franchisees, and containing information relative to your other obligations hereunder. All such specifications, standards and operating procedures shall be consistent with this Agreement and all applicable laws. Specifications, standards and operating procedures prescribed from time to time by us in the Manual or otherwise communicated to you in writing shall constitute provisions of this Agreement as if fully set forth herein and shall be kept confidential by you at all times during the term of this Agreement and after the transfer, termination or expiration thereof for any reason.

You shall operate your Business strictly in accordance with the Manual. We shall have the right to add to, and otherwise modify, the Manual from time to time to reflect changes in the Approved Products and Services, the System, or the operation of the Business; provided, however, no such addition or modification shall alter your fundamental status and rights under this Agreement. You covenant to accept, implement and adopt any such modifications at your own cost. You shall keep the Manual up to date with replacement pages and insertions as instructed by us.

You acknowledge that the Manual contains our proprietary information and you agree to keep the Manual and its contents confidential at all times and not to make any copies thereof. The Manual shall at all times remain our property, and you shall promptly return the Manual to us upon our request, and in any event upon the transfer, termination or expiration of this Agreement for any reason. In the event a dispute arises as to the contents of the Manual, the master copy maintained by us shall be controlling.

10.2 Confidentiality

You shall not, during the term of this Agreement or at any time thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or corporation any confidential information or know-how concerning the methods of operation of the System hereunder which may be communicated to you or of which you may become apprised by virtue of the operation of the Business under this Agreement. You shall divulge such confidential information only to such of your employees who must have access to it in order to operate the Business. Any and all information, knowledge, and know-how, including, without limitation, the materials, equipment, specifications, techniques, and other data, which we designate as confidential shall be deemed confidential for purposes of this Agreement, except information which you can demonstrate came to your attention prior to disclosure thereof by us; or which, at the time of disclosure by us to you, had become a part of the public domain through publication or communication by others; or which, after disclosure to you by us, becomes a part of the public domain through publication or communication by others.

At our request, you shall require any personnel having access to any confidential information provided by us to execute covenants that they will maintain the confidentiality of information they received in connection with their employment by you at the Business. Such covenants shall be substantially in the form of Exhibit E hereto, and which will include, without limitation, specific identification of us as a third party beneficiary of such covenants with the independent right to enforce them.

You acknowledge that any failure to comply with the requirements of this Article 10 will cause us irreparable injury, and you agree to pay all court costs and reasonable attorneys' fees incurred by us when we seek to obtain specific performance of or an injunction against violation of the requirements of this Article 10.

10.3 Database

You acknowledges that the database of customers is proprietary to us and that we shall have access to same electronically or by other methods at all times. You further acknowledge that upon transfer, termination, expiration or non-renewal of this Agreement, such database shall remain our property and you shall not retain a copy of such database.

ARTICLE 11
OPERATIONAL REQUIREMENTS

11.1 Operation of Business

You shall not carry on all or part of any business except the Franchised Business at the Premises or from the Motor Vehicles. Without limiting the generality of the foregoing, you shall not receive mail or telephone calls or visitors at the Premises for or in connection with any other line of business, without our prior approval.

11.2 Hours of Operation

Subject to applicable law and/or the terms of the lease for the Premises (if applicable), you shall be open for business to the public beginning no later than 8:00 a.m. and remaining open until no earlier than 5:00 p.m., Monday through Friday of each week, except legal holidays. Natural disasters, war, strikes, riots, act of God, act of public enemy, terrorism, act of a governmental body or agency, foreign or domestic, sabotage, riot, fire, flood, typhoon, explosion or other catastrophe, epidemic or quarantine restriction, labor unrest or labor shortage or accident (individually or collectively, the "Force Majeure Event") preventing you temporarily from complying with the foregoing shall to that extent suspend your obligation to comply therewith. Notwithstanding the foregoing, you shall not be excused from performance of your obligations under the Agreement due to Force Majeure Event where (1) you assumed or should have assumed the risk of the Force Majeure Event, or (2) you, through your own fault or negligence, caused the Force Majeure Event, or (3) you cannot otherwise perform your obligations under this Agreement due to a lack of funds.

11.3 Business Forms

You shall use only those forms, contracts, invoices and statements which have been approved as to form by us. If we have made available a form of customer contract, credit disclosure, customer invoice, and/or statement of account for use by you and you wish to modify such contract, disclosure, invoice or statement, you shall reimburse our legal fees and other expenses incurred in connection with reviewing any other form of the same type which you submit for approval.

11.4 Compliance with Laws and Ethical Business Practices

You shall secure and maintain in force, in your name, all required licenses, permits and certificates relating to the operation of the Franchised Business. You shall operate your Franchised Business in full compliance with all applicable laws, ordinances and regulations, including, without limitation, laws relating to health regulations, workers' compensation insurance, unemployment insurance, payment of income taxes, and sales taxes. All marketing by you will be completely factual, in good taste in our sole and absolute discretion, and will conform to high standards of ethical advertising. You will, in all dealings with your customers, suppliers and public officials, adhere to high standards of honesty, integrity, fair dealing and ethical conduct, in each case above and beyond merely legal requirements. You will refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Proprietary Marks and other RV Roofing Solutions Businesses. You will notify us in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality which relates to or which may affect the operation or financial condition of you and/or your Business.

In no event shall your failure or inability to comply with applicable laws or regulations excuse you from timely performance of each and every one of your obligations under this Agreement.

11.5 Disclosure

In order to facilitate compliance with current and future legal obligations and requirements, we shall maintain the right, in our sole and absolute discretion, to disclose, whether in our Disclosure Document or otherwise, any information relating to your ownership and operation of your Business, including, but not limited to, your name, address and/or telephone number, e-mail address, revenues, expenses, results of operation or other information.

11.6 Other Forms of Agreement

You understand, acknowledge and agree that we may have offered franchises in the past, may currently be offering franchises and/or may offer franchises in the future on economic and/or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents.

11.7 Compliance with Anti-Terrorism Laws

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, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your 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 you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

ARTICLE 12
<u>INSURANCE</u>

Prior to opening the Business, you must obtain the following insurance coverage under policies of insurance issued by carriers approved by us: (1) commercial general liability insurance, including products/completed operations coverage and personal and advertising injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate; (2) damage to rental premises coverage of not less than One Hundred Thousand Dollars ($100,000) (may be included in the commercial general liability policy); (3) medical expenses coverage for any one person of Five Thousand Dollars ($5,000) (may be included in the commercial general liability policy); (4) automobile liability insurance coverage of not less than Three Hundred Thousand Dollars ($300,000); (5) workers compensation and employer liability as well as any other insurance as may be required by statute or rule in the state in which the Franchised Business is located; and (6) other insurance required by the state or locality in which your Franchised Business is located and operated, or as we may require in the future.

You must maintain all required policies in force during the entire term of this Agreement and any renewals thereof. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances. Each insurance policy must name us (and, if we so request, our affiliates, directors, employees or shareholders) as additional insureds and must provide us with thirty (30) days' advance written notice of any material modification, cancellation, or expiration of the policy.

Before the Business opens, and thereafter before expiration of the term of each insurance policy, you must furnish us with a Certificate of Insurance for each policy to be maintained for the upcoming term, along with evidence of the payment of the premium for each. If you do not maintain the required insurance coverage, or do not furnish us with satisfactory evidence of the required insurance coverage and the payment of the premiums for same, we may obtain, at our option and in addition to our other rights and remedies under this Agreement, any required insurance coverage on your behalf. If we do that, you agree to fully cooperate with us in our effort to obtain the insurance policies, promptly execute all forms or instruments required to obtain or maintain the insurance, allow any inspections of the Business which are required to obtain or maintain the insurance and pay to us, on demand, any costs and premiums we incur plus a ten percent (10%) administrative fee.

Your obligation to maintain insurance coverage, as described in this Agreement, will not be reduced in any manner by reason of any separate insurance we maintain on our own behalf, nor will our maintenance of that insurance relieve you of any obligations under this Article 12. To the extent that any insurance coverage required to be maintained by you under this Article 12 is written on a "claims-made" basis, then prior to or upon any expiration or termination of this Agreement, you shall, at your sole cost and expense, obtain a "tail" policy or other coverage as may be required to alter the basis of such coverage such that it will cover "occurrences" for the duration of the term of this Agreement.

ARTICLE 13
TERMINATION

13.1 Termination Upon Notice – No Right to Cure

We shall have the right, at our option, to terminate this Agreement and all rights granted to you hereunder, subject to the provisions of applicable state law governing franchise termination and renewal, effective three (3) calendar days after mailing of notice of termination to you, without further action by us and without opportunity to cure, if:

(a) You or any of your owners fail, in the time provided in, or otherwise in accordance with this Agreement to develop and open the Franchised Business; or you or any of your Managers fail to successfully complete the initial training program;

(b) You or any of your owners abandon or fail to operate the Franchised Business for five (5) consecutive days during which you are required to operate the Business under the terms of this Agreement, or any shorter period after which it is not unreasonable under the facts and circumstances for us to conclude that you do not intend to continue to operate the business, unless such failure to operate is due to Force Majeure, or if you surrender or transfer control without our prior written approval;

(c) You or any of your owners have made any material misrepresentation or omission in your application for the Franchised Business, including, but not limited to, failure to disclose any prior litigation or criminal convictions (other than minor traffic offenses);

(d) You, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable;

(e) You or any of your owners are convicted by a trial court of or plead no contest to a felony, or to any crime or offense that may adversely affect the reputation of you or any owner or the Franchised Business or the goodwill associated with the Proprietary Marks, or engage in any misconduct which unfavorably affects the reputation of you or any owner of the Franchised Business, Franchisor or the goodwill associated with the Proprietary Marks (including, but not limited to, child abuse or other mistreatment, health or safety hazards, drug or alcohol problems, or allowing unlawful activities or unauthorized or illegal items to be used or distributed at the Premises or in connection with the Franchised Business);

(f) You or any of your owners make an unauthorized transfer as defined in this Agreement;

(g) You or any of your owners makes any unauthorized use or disclosure of or duplicates any copy of any confidential information, makes any unauthorized use of the Proprietary Marks, or uses, duplicates, or discloses any portion of the Manual or you and/or any other person/entity violate any restriction on ownership, operation etc. of a Competitive Business (as hereinafter defined);

(h) You and/or any of your owners (and/or any affiliate of yours and/or any affiliate's owner) makes any knowing misrepresentation to us or any affiliate, including, but not limited to, any misrepresentation of Gross Revenue and/or any amounts due us and/or any affiliate and/or commits any other act or omission constituting fraud, misrepresentation or similar act or omission, whether with respect to us, any of our related entities and/or any third party (you agree that any fraud, misrepresentation or similar act or omission by you, etc. is by its nature incurable, since it would adversely affect the goodwill associated with the Proprietary Marks and/or irrevocably damage the relationship between you and us);

(i) You fail, for a period of ten (10) days after notification of non-compliance, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Business;

(j) There are five (5) or more customer complaints with respect to your Franchised Business in any twelve (12) month period, whether or not resolved;

(k) You have failed to retain (or otherwise fail to produce on request) any records required to be maintained by our record retention policy or otherwise are required for us to confirm your compliance with the provisions of this Agreement or any other agreement;

(l) You breach the non-disclosure provision pertaining to this Agreement set forth in Section 10.2 hereof;

(m) Your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; and/or

(n) You reverse engineer, modify or substitute any Approved Products, or attempt to pass off other products as Approved Products, or sell the Approved Products at wholesale.

13.2 Termination With Opportunity to Cure

Your rights and our obligations under this Agreement will automatically terminate on our mailing of notice of termination to you, without further action by us and without further opportunity to cure beyond that set forth in this Section, if you, any of your owners or any affiliate of any of the foregoing:

(a) Five (5) Day Cure. Fail to report accurately the Gross Revenue of the Business; or fail to submit, in fully accurate and complete form and when required, any other report due under this Agreement, any lease/sublease or otherwise; or fail to make payments of any amounts due us, any affiliate and/or any supplier/creditor of yours; or use the System and the Proprietary Marks at or from a location other than within the Area of Responsibility; or sell any product, including the Approved Products, and service customers at or from a location other than within the Area of Responsibility and do not correct such failure within five (5) calendar days after written notice is mailed to you;

(b) Thirty (30) Day Cure. Cause or permit to exist any default under the lease or sublease for the Premises and fail to cure such default within the applicable cure period set forth in the lease or sublease (if applicable); fail to remain current in your obligations to taxing authorities, landlords, equipment lessors, suppliers or others; or fail to comply with any other provision of this Agreement, or any other agreement with us and/or any affiliate of ours, or any specification, standard or operating procedure or rule prescribed by us (including reporting requirements); and, in any such case, do not: (i) correct such failure within thirty (30) calendar days after written notice of such failure to comply is mailed to you; or (ii) if such failure cannot reasonably be corrected within such thirty (30) day period, undertake within thirty (30) calendar days after such written notice is mailed to you, and diligently continue until completion, efforts to bring the Franchised Business into full compliance and furnish, at our request, proof acceptable to us of such efforts and the date full compliance will be achieved; provided that, in any event, such defaults must be fully cured within ninety (90) calendar days after such written notice is mailed to you.

For any default or violation of this Agreement, you agree to pay to us, on demand a fee equal to One Thousand Dollars ($1,000) for each such violation.

13.3 Repeated Defaults

Your rights and our obligations under this Agreement will terminate without further action by us, or notice to you, if you or any affiliate fail on two (2) or more separate occasions within any period of twelve (12) consecutive months, or on three (3) or more separate occasions within any period of twenty-four (24) consecutive months, to comply with any material provisions (whether the same or different) of this Agreement and/or the Manual, whether or not such failures to comply are timely corrected.

13.4 No Equity on Termination, etc.

Your ownership of the Franchised Business is controlled by the provisions of this Agreement and you will have no equity or other continuing interest in the Franchised Business, any goodwill associated with it or otherwise, or any right to compensation, return of amounts paid or otherwise, at the transfer, expiration and/or termination of the term of this Agreement.

13.5 Content and Delivery of Notice of Termination

Termination for any cause shall be accomplished by mailing or delivering written notice of termination to you, which notice shall state the grounds thereof. Any such notice shall be delivered by registered or certified mail, sent by facsimile or personally delivered to you or left with a responsible person at your place of business or at the home(s) of your owner(s). Termination shall be effective upon your receipt of such written notice, unless a later date is specified therein, in which event termination shall be effective on such later date. Any termination becomes effective at the close of business on the day on which it takes effect.

13.6 Judicial Termination

Anything in this Agreement to the contrary notwithstanding, if a court, arbitrator or court-appointed magistrate or referee having jurisdiction of the matter has entered its judgment or award that a party has good cause to cancel or terminate this Agreement, or may be relieved from its obligations hereunder, this Agreement shall be deemed terminated as of the date such judgment or award becomes final. Unless we have terminated this Agreement pursuant to one of the other provisions of this Article 13, this Agreement shall remain in force during the pendency of any such proceeding and any appeals therefrom until such judgment has become final, and shall thereupon be terminated.

13.7 Injunctive Relief

You agree that the Franchised Business is, or is likely to be, one of a large number of businesses similarly situated and selling to the public similar products and services, and that your failure to comply with the terms of this Agreement could cause irreparable damage to us and/or to some or all other franchisees. Therefore, it is agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we shall forthwith be entitled to an injunction restraining such breach, and/or to a decree of specific performance, as applicable, without having to show or prove any actual damage. This remedy shall be in addition to, and not in lieu of, all other remedies or rights which we might have by virtue of any breach of this Agreement by you.

13.8 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any of our affiliates) and you (or any of your affiliates). Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any of our affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any of our affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and you (or any of your affiliates).

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

13.9 Setoffs, etc.

You waive any and all existing and future claims and setoffs against any amounts due hereunder, which amounts shall be paid when due regardless of any other claims which you may have against us. However, we shall be entitled to apply or cause to be applied against amounts due to us or our affiliates any amounts which may from time to time be held by us or our affiliates on your behalf or be owed to you by us or our affiliates. Notwithstanding any designation by you, we (and/or any affiliate) will have sole and absolute discretion to apply any payments received from you, whether designated as payable to us, the Fund or otherwise, to any past due or other indebtedness of yours (or any affiliate of yours) for Royalty Fees, Marketing Fees, purchases, interest or otherwise. We (and/or any affiliate) may set off from any amounts that may be owed to you (or any affiliate of yours) any amount that you owe to us (and/or any affiliate) or with respect to any marketing contribution. In particular, we may retain any amounts we have received for your account (whether rebates or other funds and whether paid by or due from suppliers or otherwise) as a credit and payment against any amounts that you (or any affiliate of yours) owe or will owe to us (or any affiliate) or with respect to any marketing contribution. We may do so without notice at any time. However, you do not have the right to offset or withhold payments owed to us (and/or any affiliate) for amounts purportedly due you (or any affiliate of yours) from us and/or any affiliate. We may condition your participation in any program (including, but not limited to, our national account program and any program involving payments from third party suppliers or otherwise) as we determine in our sole and absolute discretion, including, but not limited to, your being a franchisee in good standing and not in default under this or any other agreement with us or any affiliated entity.

13.10 Our Right to Discontinue Services to You

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 13, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your subpage on our website, until such time as you correct the breach.

13.11 Amendment Pursuant to Applicable Law

Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law or regulation. We shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.

ARTICLE 14
RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

14.1 Payment of Amounts Owed to Us and Other Creditors

You agree to pay, within seven (7) days of the effective date of termination or expiration of this Agreement, all amounts owed to us and any company affiliated with us and your trade and other creditors which are then unpaid. All periodic payments shall be deemed to accrue daily and shall be adjusted accordingly.

14.2 Return of Manual and Confidential Information; Retention of Records

You agree that, within three (3) days of the effective date of termination, non-renewal or expiration of this Agreement for any reason, you will immediately return to us all copies of the Manual and other confidential information in tangible form, all lists of customers, prospect and leads of the Business and all promotional or other materials of a proprietary nature or which bear any of the Proprietary Marks. You shall retain all business records for at least three (3) years following the transfer, expiration, non-renewal or termination of this Agreement, and shall keep us advised of the location of such records.

14.3 Cancellation of Assumed Names; Transfer of Phone Numbers; Discontinue Use of Proprietary Marks

You agree, upon termination, non-renewal or expiration of this Agreement for any reason, to take such action as may be required to cancel all registrations relating to the use of any of the Proprietary Marks, including, but not limited to, any electronic address, domain name, search engine or website that associates you with us, the Business or the Proprietary Marks (if we allowed you to establish same), and will not directly or indirectly at any time or in any manner identify any premises or any business as a franchise, or himself or herself as a franchisee, of ours; and you shall not, in any manner or for any purpose, use any of the Proprietary Marks or any colorable imitation thereof. You shall notify the telephone company and all listing agencies, as well as your internet service provider and any internet listing agencies, of the termination or expiration of your right to use any telephone number and any classified or other telephone directory listings, websites or internet listings associated with the Proprietary Marks and shall authorize the transfer of same to us or any new franchisee as may be directed by us. You acknowledge as between us and you, we have the sole rights to, and interest in, all telephone numbers, directory listings, websites and internet listings associated with the Proprietary Marks. You hereby appoint us as your attorney to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing.

14.4 Signs and Appearance of Your Business

In the event that you maintain possession of the Premises (if such Premises are not a home-based office) subsequent to the transfer, termination or expiration of this Agreement, you agree to immediately, upon our request, make such alterations and removals or changes in signs and colors as we may reasonably request so as to distinguish effectively the Premises, as well as any Motor Vehicle used in connection with the Franchised Business, from its former appearance and from the then-prevailing Business image.

14.5 Continuing Obligations

All obligations of the parties hereto which expressly or by their nature survive the transfer, expiration or termination of this Agreement shall continue in full force and effect, notwithstanding such transfer, expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of Articles 9, 10, 13 and 15 hereof shall survive the transfer, termination or expiration of this Agreement.

14.6 Termination of Area of Responsibility

Upon termination or expiration of this Agreement, the Area of Responsibility shall immediately cease to exist and we shall be permitted to establish a Franchised Business anywhere within the previously identified Area of Responsibility.

14.7 Our Right to Repurchase

Upon expiration, non-renewal or termination of this Agreement, we shall have the option, exercisable by written notice to you within thirty (30) days after expiration, non-renewal or termination of this Agreement, to purchase from you for cash all or a portion of the tangible assets of the Business. We will also be entitled to an assignment of your lease for the Premises of the Business (if applicable) or, if an assignment is prohibited, a sublease for the full remaining term of the lease and on the same terms and conditions as your lease. The purchase price for said assets shall be an amount agreed upon by you and us. In the event you and we cannot agree on a purchase price within a reasonable time, the purchase price shall be determined by an independent appraiser selected as follows: we and you shall each select one (1) appraiser and those two (2) appraisers shall select a third appraiser who shall determine the purchase price. The decision of the third appraiser shall be binding on all parties. We and you shall each pay the cost of our respective appraisers, and the cost of the third appraiser shall be divided equally between us and you. In determining the purchase price, no value shall be included for intangibles, goodwill or going concern value.

The closing of our purchase of the assets (the "Closing") shall occur at a time and place designated by us, but in no event later than sixty (60) days after determination of the purchase price. The purchase price shall be paid in three (3) equal installments. The first installment shall be paid at the Closing and subsequent installments shall be due on the first and second anniversary dates of the Closing. Unpaid installments of the purchase price shall accrue interest from the date of the Closing until paid at the prime rate of interest announced from time to time by Citibank, N.A. or, if said bank stops announcing such a rate, then at the rate such bank charges its largest commercial borrowers for short term borrowing. Payment of any accrued interest shall accompany payments to you of each installment of the purchase price. We shall have the right to offset against and reduce the amount of the first installment of the purchase price, and defer said installment, if necessary, by any and all amounts owed by you to us or any of our affiliates. If you are unable to deliver clear title to all the purchased assets or if there are other unresolved issues, the Closing will be accomplished through an escrow.

If we exercise the repurchase option set forth herein, we shall have the right, pending the Closing, to appoint a manager to maintain the operation of the Business. Alternatively, we may require you to close the Business during such time period without removing any assets other than perishable products. We have an unrestricted right to assign the option to repurchase set forth herein.

14.8 Liquidated Damages

Upon termination of this Agreement by us for any of the reasons specified in Article 13, you agree to pay to us within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fee you paid and/or owed to us during the twelve(12) months immediately preceding termination, multiplied by (a) twenty-four (24) (being the number of months in two (2) full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

ARTICLE 15
NON-COMPETITION

15.1 Non-Competition During Agreement

During the term of this Agreement, you shall not individually or in conjunction with any person, firm, partnership, corporation or other third party as principal, agent, shareholder, director, officer, employee, consultant or guarantor or in any other manner whatsoever, directly or indirectly, carry on or be engaged in or concerned with or interested in, financially or otherwise, or advise in the establishment or operation of, any business which offers products or services the same as or substantially similar to those offered at the Franchised Business (a "Competitive Business"). The restrictions of this Section 15.1 will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than five percent (5%) of the number of shares of that class of securities issued and outstanding.

15.2 Non-Competition Following Termination, Expiration or Transfer

In the event of the expiration, non-renewal or termination of this Agreement for any reason whatsoever, or in the event this Agreement is transferred pursuant to Section 16.2, 16.5 or 16.8 hereof, you (or, in the case of a Transfer among the individuals comprising you pursuant to Section 16.5, the Transferor individual(s)) shall not, without our prior written consent, at any time during the period of two (2) years from the date of such expiration, non-renewal, termination or transfer, either individually or in conjunction with any person, firm, partnership or corporation or other third party as principal, agent, shareholder, director, officer, employee, consultant, guarantor or in any other manner whatsoever, directly or indirectly, carry on, be engaged in or be concerned with or interested in, financially or otherwise, or advise in the operation of any Competitive Business within a radius in any direction of twenty (20) miles of the Premises or within a radius in any direction of twenty (20) miles of any other RV Roofing Solutions Business as of the date of this Agreement.

At our request, you shall have your Manager and any personnel having access to any of our confidential information sign agreements that say that they will maintain the confidentiality of information they receive in connection with their employment by you at your Business. The agreements must be in the form attached hereto as Exhibit E, including specific identification of us as a third party beneficiary of the covenants with the independent right to enforce them and that they prohibit any direct or indirect ownership in a Competitive Business.

15.3 Interference with Employment Relations

During the term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement for any reason whatsoever, or the transfer of this Agreement pursuant to Section 16.2, 16.5 or 16.8 hereof, you (or, in the case of a Transfer among the individuals comprising you pursuant to Section 16.5, the Transferor individual(s)) shall not solicit for employment any person who is, at the time of such solicitation, employed by us or by any other franchisee of ours, nor shall you directly or indirectly induce any such person to leave his or her employment.

15.4 Amendment of Restrictive Covenants

You acknowledge that the provisions of this Article 15 have been inserted for our sole benefit and that we shall have the right, from time to time during the term of this Agreement in our sole discretion, to waive in whole or in part or otherwise reduce the scope of any covenant set forth in this Article 15 or any portion thereof without your consent, effective upon our giving notice thereof to you.

15.5 Other Covenants

You covenant that after termination, non-renewal or expiration of this Agreement, regardless of the cause of termination or expiration, you shall not, without our prior written consent, directly or indirectly:

(a) adopt, use, employ or trade under any of the Proprietary Marks, nor adopt, use, employ or trade under any other name, mark or symbol that constitutes a reproduction, counterfeit, copy, imitation or variation thereof, or which is confusingly similar thereto;

(b) adopt, use, employ or trade under any description or representation that falsely suggests or indicates a connection or association with us;

(c) copy, communicate or otherwise use for your benefit or the benefit of any other person any information deemed confidential pursuant to Article 10 hereof; or

(d) contest or aid others in contesting the validity or enforceability of the Proprietary Marks or the System, contrary to Article 9 hereof.

15.6 Power of Attorney

You hereby irrevocably appoint us as your true and lawful attorney to take any action, execute any document, or do any other act or things required by Articles 9 and 14 hereof at your sole risk and expense upon your failure or refusal to comply fully therewith within ten (10) days after termination, non-renewal or expiration of this Agreement; and you further consent and agree that we or our designated agents shall have the right to enter the Business at any time, at your sole risk and expense and without liability for trespass, tort or other act, to make any alterations thereto required by Section 14.4 hereof upon your failure or refusal to do so within ten (10) days after the termination, non-renewal or expiration of this Agreement, and you hereby covenant and agree for your successors and assigns to allow, ratify and confirm whatever we shall do by virtue of the foregoing power of attorney. You hereby declare that the powers of attorney herein granted may be exercised during any subsequent legal incapacity on your part.

ARTICLE 16
ASSIGNMENT, TRANSFER AND SALE

16.1 By Us

We shall have the right to assign this Agreement and all of our attendant rights and privileges to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of our functions: (i) the assignee shall, at the time of such assignment, be financially responsible and economically capable of performing our obligations; and (ii) the assignee shall expressly assume and agree to perform such obligations.

You expressly affirm and agree that we may sell our assets, our rights to the Proprietary Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Proprietary Marks (or any variation thereof) and/or the loss of association with or identification of "RV Roofing Solutions LLC" as Franchisor. Nothing contained in this Agreement shall require us to remain in the same business or to offer the same products and services, whether or not bearing the Proprietary Marks, in the event that we exercise our right to assign our rights in this Agreement.

16.2 By You

You shall not, in whole or in part, voluntarily or involuntarily, directly or indirectly, pledge, encumber, mortgage, assign, subdivide, subfranchise or otherwise transfer any interest in this Agreement, or any interest in the Business or the franchise granted hereunder (including, without limitation, by your personal representatives in the event of the death of the non-corporate Franchisee, by will, declaration of, or transfer in, trust or the laws of intestate succession), or any interest in you or in any proprietorship, partnership or corporation which owns any interest in this Agreement or in the Business or the franchise granted hereunder or in you, nor offer, permit or suffer the same without our prior written approval. Approval shall be subject to compliance with each of the following conditions either before or concurrently with the effective date of the transfer:

(a) your being then in full compliance herewith and settling and paying to us or our affiliates and all trade creditors of the Business all outstanding debts;

(b) the transferee executing our then-current Business franchise agreement and such other ancillary agreements, instruments and documents then customarily used by us to grant Business franchises;

(c) you and your officers, directors and shareholders, if a corporation, executing a general release of us, our affiliates and our respective officers, directors, agents and employees releasing all claims against such entities and/or individuals;

(d) the transferee purchasing all of your assets used in the business of the Business in accordance with all applicable bulk sales legislation and assuming all of your business liabilities;

(e) the transferee being an individual having adequate financial resources and otherwise meeting all the criteria for "RV Roofing Solutions" franchisees;

(f) your remitting to us a transfer fee equal to seventy-five percent (75%) of our then-current initial franchise fee, if the transfer is to a new franchisee for the System, or forty percent (40%) of our then-current initial franchise fee, if the transfer is to an existing franchisee in the System, for the administration of such transfer and the preparation, execution and filing of all documentation required by us in connection with such transfer;

(g) you and transferee entering into a written agreement of purchase and sale, the form and content of which shall be subject to our approval;

(h) neither the transferee nor its owners or affiliates operate or have any ownership interest in a business that sells the Approved Products or which in any way competes with a RV Roofing Solutions Business;

(i) we determine that the purchase price and payment terms will not adversely affect the transferee's operation of the Business;

(j) if you finance any portion of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements or security interests reserved in the Business are subordinate to the transferee's obligation to pay Royalty Fees, Marketing Fees, Cooperative contributions, and other amounts due to us, our affiliates and third party vendors and otherwise to comply with this Agreement;

(k) you or your transferring owners (and their spouses) will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities prescribed in Article 15 hereof; and

(l) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Businesses they own and operate) identify yourselves or any business as a current or former RV Roofing Solutions Business or as one of our franchisees; use any Proprietary Mark, any colorable imitation of a Proprietary Mark, or other indicia of an RV Roofing Solutions Business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

16.3 Effect of Consent to Transfer

Our consent to a transfer of this Agreement and the Business or any interest in you is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the Business or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement's terms and conditions.

16.4 Assignment to Corporate Entity

Notwithstanding Section 16.2, after obtaining our written consent, the franchise granted hereunder owned by one or more individuals may, subject to Article 17, be assigned by you without charge, once only, to a newly formed corporate entity (such as a corporation, partnership or limited liability company) which shall conduct no business other than the Franchised Business granted hereunder, which is actively managed by you and in which the individual owners shall own the same percentage ownership interest that he or she held as an individual. You and such entity shall execute both Exhibits "A" and "D" attached hereto.

In the event of such an assignment by Franchisee of the Franchise Business granted hereunder to a corporate entity which Franchisee controls, Franchisee agrees, as a condition of being permitted to make such assignment, to cause the entity and its directors and owners to acknowledge this Agreement and to agree in writing to be bound by the provisions hereof, cause the entity in its organization and governing documents to provide in effect that its object or business is confined exclusively to the operation of a Franchised Business as provided in this Agreement, and cause the entity to restrict the issue of, and its directors and shareholders to restrict the transfer of, shares of the entity so that Franchisee shall continuously own greater than fifty percent (50%) of the equity and voting rights and interests in such entity.

16.5 Transfer Among Owners

In the event that you comprise two (2) or more individuals, we shall not unreasonably withhold our consent to a sale, assignment or transfer of any kind (a "Transfer") of the interest of one (1) such individual (the "Transferor") in the franchise hereunder to the other individual or individuals comprising Franchisee, if but only if:

(a) the Transferor transfers the whole of such interest in this Agreement and the lease and all other agreements relating to the franchise hereunder;

(b) the Transfer shall not relieve the Transferor of the Transferor's obligations hereunder to us;

(c) the Transfer shall be completed in accordance with all applicable bulk sales legislation;

(d) the Transferor shall have given us at least thirty (30) days' prior written notice of the proposed Transfer, together with all reasonable details thereof which we may demand;

(e) the Transferor and the remaining individual(s) with an interest in you execute such documents as may be required by us in connection with such Transfer; and

(f) the remaining individual(s) with an interest in you is (are), in our opinion, capable of operating the business associated with the Business without the Transferor.

16.6 Our Right of First Refusal

If you shall at any time decide to sell the Franchised Business or the ownership interest therein, you shall obtain a bona fide, executed written offer to purchase the Business or such interest, together with all real or personal property, leasehold improvements and other assets used by you in connection with the Business, from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to us. We shall, for a period of thirty (30) days from the date of delivery of such offer, have the right, but not the obligation, exercisable by written notice to you, to purchase all of the Business and the said assets for the price and on the terms and conditions contained in such offer, provided that we may substitute cash for any form of payment proposed in such offer and there shall be deducted from the purchase price (i) the amount of any commission or fee that would otherwise have been payable to any broker, agent or other intermediary in connection with such sale, and (ii) any amounts you owe to us and/or our affiliates. During said thirty (30) day period, we shall have the right to inspect all of your books and records relating to the Business's operation, specifically including all financial records and statements for the three (3) full fiscal years preceding the date on which the thirty (30) day right of first refusal commences, and if you are a corporate entity, all corporate minute books and transfer records. If we do not exercise our right of first refusal, you may complete the sale of the Business to such purchaser on the same terms offered to us subject to the provisions of Section 16.2 hereof. If the sale to such purchaser is not completed within sixty (60) days after delivery of such offer to us, or if the terms of such offer change, we shall again have the right of first refusal herein provided.

16.7 Temporary Operation of Business by Us

For the purposes of this Section 16.7, "you" shall include the controlling shareholder of a corporate Franchisee. In the event that you:

(a) fail to keep the Business open for business during the hours required by us (whether pursuant to the Manual or otherwise);

(b) are absent from the Business for more than fifteen (15) consecutive days or for more than thirty (30) days in any consecutive ninety (90) day period, or abandon the Premises; or

(c) die or become incapacitated and your heirs or personal representatives have not yet, or do not, assume control of the Business by means of an assignment (with our approval) pursuant to Sections 16.2 and 16.8 hereof, then, unless and until we terminate this Agreement pursuant to Article 13 or Section 16.8 hereof, we shall be entitled to enter onto the Premises and to operate and manage the Business for your (or your estate's) account until the franchise hereunder is terminated, assigned to a party acceptable to us or until you resume control over the Business and operate it in accordance herewith; provided, however, that no such operation and management by us shall continue for more than ninety (90) days without the written consent of you or your personal representatives or the representatives of your estate. In the event that we so operate the Business, we shall account to you (or your estate) for all net income from such operation, less our reasonable expenses incurred in, and a reasonable management fee for, our operation of the Business.

16.8 Death or Incapacity

For the purposes of this Section 16.8, "you" shall include the controlling shareholder of a corporate Franchisee. If you die or become incapacitated (which shall be deemed to include, in our reasonable opinion, your inability, by reason of physical or mental illness or disability, to operate the Business in the ordinary course for a period of thirty (30) days or more in any consecutive ninety (90) day period) so that you (or, in the case of your incapacity only, the Manager(s)) are not able to devote full time and attention to the operation of the Business, then the rights granted hereunder may be transferred to your heirs or personal representatives, if our prior written consent is obtained, within twelve (12) months from the beginning of the disability or from the date of death. In no event will we be willing to provide our consent to such transfer unless the conditions set forth in Section 16.2 hereof (save and except the requirement to pay our then-current transfer fee) are satisfied. In the event that such conditions (save and except the requirement to pay our then-current transfer fee) are not satisfied, we shall have the right in our sole discretion to terminate this Agreement by notice, in the case of death, to your estate and, in the case of your incapacity, to you.

ARTICLE 17
CORPORATE ENTITY FRANCHISEES

If you or any successor thereof are a partnership, corporation, limited liability company or other form of limited liability entity, or if the franchise granted hereunder is assigned to a corporate entity pursuant to Article 16 hereof:

(a) upon the execution of this Agreement (or, in the case of an assignment, upon such assignment) and subject to the provisions of Article 16 hereof, upon each transfer of an interest in this Agreement or in you, all holders of an interest in you shall execute a written agreement with us in the form required by us individually undertaking to be bound, jointly and severally, by all of the terms of this Agreement;

(b) the articles of partnership, partnership agreement, articles of incorporation, by-laws and other organization and governing documents shall recite that the issuance and transfer of any interest therein is restricted by the terms of Article 16 of this Agreement and copies thereof shall be furnished to us at our request. You shall also submit to us, at any time upon request, a list of all directors, officers and partners or beneficial shareholders reflecting their respective interests in you and other information regarding you, in such form as we may require; and

(c) you, if you are a corporation, shall maintain stop transfer instructions against the transfer on your records of any securities with voting rights subject to the restrictions of Article 16 hereof and shall issue no such securities, nor permit any issued securities to remain outstanding, upon the face of which the following printed legend does not legibly and conspicuously appear: "The transfer of the shares represented by this certificate is subject to the terms and conditions of a Franchise Agreement with RV Roofing Solutions LLC dated ________________."

ARTICLE 18
TAXES, PERMITS AND INDEBTEDNESS

18.1 Responsibility for Taxes

You shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by you in the conduct of the Franchised Business under this Agreement. Without limiting the indemnification provisions contained in Article 21, you shall be solely liable for the payment of all Taxes and shall indemnify us for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not. You shall submit a copy of all tax filings sent to federal, state and local tax authorities to us within ten (10) business days after such filing has been made with the appropriate taxing authority.

The term "Taxes" means any present or future taxes, levies, imposts, duties or other charges of whatever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business, the payment of monies, taxes on the Royalty Fees paid to us, or the exercise of rights granted pursuant to this Agreement, whether imposed upon you or us.

18.2 Compliance with Laws

You shall comply with all federal, state and local by-laws, rules and regulations, and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, name registrations and sales tax permits.

18.3 Notice of Litigation

You shall notify us in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other government instrumentality which may adversely affect the operation or financial condition of the Business.

ARTICLE 19
DISCOUNTS

In the event that any volume discounts, rebates, allowances, or other similar discounts are received by us from any manufacturer or other supplier designated by us on account of purchases made by us for our account or for your account, or by you directly for your own account, we shall have the option of remitting same to the Fund or retain the full amount of the said volume discounts, rebates, allowances, or other similar discounts. Any such rebate, allowance or similar payment to us shall, in no manner, reduce or offset any payment you owe to us or the Fund.

ARTICLE 20
CUSTOMER RELATIONS

20.1 Limitation on Products and Services Offered

You shall not offer any products or services of any kind within the Area of Responsibility, from the Motor Vehicles or in any other way associated or connected with the Proprietary Marks, except those products and services authorized by this Agreement and/or the Manual and any other services which we may authorize in writing from time to time.

20.2 Quality of Service

In order to protect the reputation of us and the Franchised Business and increase consumer confidence in the Proprietary Marks and the System, you agree to complete all jobs in a timely and workmanlike manner, for the agreed charges and in compliance with all applicable laws and regulations. You shall also observe all required safety standards in the course of performing services.

20.3 Customer's Premises

To maintain and enhance the reputation of your own business and that of the System, you shall leave each customer's premises in a condition equal to or better than that in which you find them, if you perform any services at a customer's premises.

20.4 Employment and Retainer Agreements

You shall cause each agreement for employing or retaining either employees or independent contractors to contain provisions which require all employees and/or independent contractors to comply with all the foregoing provisions of this Article 20. You shall in any event be responsible for full compliance by your employees and independent contractors and their own employees and independent contractors with the provisions of this Article 20.

20.5 Liens

You shall require your independent contractors to keep all job sites free of laborer's, material men's or other liens or encumbrances, or cause any such liens or encumbrances to be removed within seven (7) days after notice of existence thereof.

20.6 Complaints

You shall respond promptly and in good faith to any complaints raised by your customers. You shall perform corrective work promptly, courteously and in a workmanlike manner. No later than the first day of the week following your receipt of any customer complaint, you shall provide to us a complaints report listing the name, addresses, and telephone numbers of any customers who have made a complaint, a brief description of the complaint, and corrective work which has been or will be completed.

(a) We may make such investigation of the matter as we deem appropriate, including inspection of the job site and conferences with the complaining customer. If we determine you have failed to comply with the terms and conditions of this Agreement in performing work for such customer, we may, in our sole and absolute discretion, so notify both you and your customer. If you do not promptly complete all work necessary to comply with this Agreement, we may, but shall not be required to, complete such work on your behalf, utilizing monies from the Fund.

(b) You hereby agree to indemnify us and/or our affiliates and/or the Fund from any and all costs, damages, losses, legal fees, and any other expenses which we and/or our affiliates and/or the Fund may incur in completing such work, and further agree to reimburse us and/or our affiliates and/or the Fund for all funds advanced for such purpose, with interest at the rate provided by Section 4.5 hereof. Your obligations under this Section 20.6(b) shall survive the transfer, expiration or termination of this Agreement.

(c) Our performance of such corrective work shall under no circumstances be deemed a waiver of our right to declare a default under this Agreement, and to terminate this Agreement for your default if not timely cured.

20.7 Legal Actions

You shall notify us promptly, in writing, of any civil action or any administrative proceeding or criminal prosecution commenced against you in any way arising out of or in connection with the operation of the Franchised Business.

ARTICLE 21
RELATIONSHIP AND INDEMNIFICATION

21.1 Independent Parties

You are and will at all times remain an independent contractor and are not and shall not represent yourself to be our agent, joint venturer, partner or employee, or to be related to us other than as our independent franchisee. No representations will be made or acts taken by you which could establish any apparent relationship of agency, joint venture, partnership or employment, and we shall not be bound in any manner whatsoever by any agreements, warranties or representations made by you to any other person, nor with respect to any other action of yours. You shall not establish any bank account, make any purchase, apply for a loan or credit, or incur or permit any obligation to be incurred in our name or on our credit.

21.2 Non-Liability

We shall not be obligated or liable for any injury or death to any person, or damage to or loss of any property caused by your action, failure to act, negligence, breach of this Agreement or willful misconduct, nor for any liability of yours.

21.3 Indemnification by Us

We shall, during the term of this Agreement only, indemnify you and hold you harmless from and against all damages, losses, claims, expenses and costs (including your attorney and customer costs, travel, investigation and living expenses and witness fees) for which you are held liable or which you incur in the defense of any litigation commenced against it as a direct result of your proper use of the Proprietary Marks in accordance herewith, provided that you have timely notified us of such litigation or threatened litigation. We shall have the right to participate in and to control such litigation or proceeding (including the right to compromise or settle such litigation or proceeding) to the extent that we deem necessary or advisable, and you shall fully cooperate with us and execute such documents and do such acts and things as, in our opinion, may be necessary.

21.4 Indemnification by You

You shall, during the term of this Agreement and after the termination or expiration of this Agreement and in addition to your obligations contained in Article 14 hereof, indemnify us and our officers, directors, employees, and affiliates and hold them harmless from and against all damages, losses, claims, actions, liability, expenses and costs for which they are held liable or which they incur (including attorney and customer costs, travel, investigation and living expenses of employees and witness fees) in any litigation or proceeding as a result of or arising out of:

(a) a breach by you of this Agreement, or any other lease, agreement or contract to which we and you are parties;

(b) any injury to, or loss of property of, any person in or on the Premises or on any job site;

(c) your taxes, liabilities, costs or expenses of your Business;

(d) losses, claims or damages incurred by persons, other than you, due to errors or omissions contained in financial statements prepared by you pursuant to Section 4.8 hereof, even if caused by the negligence of you, your employees, agents, contractors, or others for whom you are, in law, responsible;

(e) any negligent or willful act or omission of you, your employees, agents, servants, contractors or others for whom you are, in law, responsible; and

(f) any marketing or promotional material distributed, broadcast or in any way disseminated by you or on your behalf, unless such material has been produced or approved in writing by us.

ARTICLE 22
DISPUTE RESOLUTION

22.1 Binding Arbitration

Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation will be settled by binding arbitration in the county where we maintain our headquarters under the authority of that state's statutes (the "Statutes"). The arbitrator(s) will have a minimum of five (5) years of experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement.

22.2 Litigation, Waiver of Jury Trial; Limitation of Damages, etc.

Without in any way limiting or otherwise affecting the parties' obligations regarding binding arbitration, the parties agree that any litigation between us and you (and/or involving any principal of yours or which could be brought by you or on your behalf and including matters involving any of our related entities or otherwise), whether to enforce an arbitration award or involving any litigation, dispute, controversy, claim, proceeding or otherwise between or involving you and us which is not subject to the foregoing agreement regarding arbitration (or in the event that a court having jurisdiction should hold that the foregoing agreement regarding arbitration is not enforceable) or otherwise, will be held exclusively before a court in the most immediate state judicial district and court encompassing our headquarters and having subject matter jurisdiction or (if a basis for Federal jurisdiction is present) the United States District Court for Ventura County, California, the parties consenting to the exclusive jurisdiction of such court(s) and WAIVING ALL RIGHTS TO TRIAL BY JURY. Notwithstanding the foregoing, with respect to any claim for injunctive, mandatory, or other extraordinary relief, we may bring any proceeding in any court of competent jurisdiction in any venue.

So as to achieve many of the advantages which would normally be associated with arbitration (such as lower expense, more rapid resolution of controversies, fewer protracted and complex proceedings, reduced instances of costly and time-consuming appeal, use of a more sophisticated and experienced trier of fact and law, etc.) and for the parties' mutual benefit, THE PARTIES AGREE THAT IN ANY LITIGATION BETWEEN US AND YOU (AND/OR ANY PRINCIPAL OF YOURS OR WHICH COULD BE BROUGHT BY YOU OR ON YOUR BEHALF) THE PARTIES KNOWINGLY WAIVE ALL RIGHTS TO TRIAL BY JURY. IN ANY ARBITRATION, LITIGATION OR OTHERWISE, THE PARTIES WAIVE ALL RIGHTS TO PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES AND TO GENERAL DAMAGES FOR BREACH OF CONTRACT, PAIN-AND-SUFFERING, MENTAL DISTRESS OR SIMILAR DAMAGES AND AGREE THAT THE PARTIES MAY ONLY RECOVER ACTUAL FINANCIAL LOSSES.

22.3 Prior Notice of Claims by You

Prior to your taking any legal or other action against us, whether for arbitration, damages, injunctive, equitable or other relief (including but not limited to rescission) and whether by way of motion, application, claim, counterclaim, cross-complaint, raised as an affirmative defense or otherwise, based on any alleged act or omission of ours, you will first give us sixty (60) days' prior written notice and opportunity to cure such alleged act or omission.

23.4 Periods in Which to Make Claims

(a) The parties agree that, except as provided below, no arbitration proceeding, action or suit (whether by way of motion, application, claim, counterclaim, cross-complaint, raised as an affirmative defense or otherwise) by either party will lie against the other (nor will any proceeding by you against any person and/or entity affiliated with us), whether for damages, rescission, injunctive, mandatory or any other legal and/or equitable relief, in respect of any alleged breach of this Agreement, or any other claim of any type, unless such party will have commenced such arbitration proceeding, action or suit before the expiration of the earlier of:

(i) One hundred eighty (180) days after the date upon which the state of facts giving rise to the cause of action comes to the attention of, or should reasonably have come to the attention of, such party; or

(ii) One (1) year after the initial occurrence of any act or omission giving rise to the cause of action, whenever discovered.

(b) Notwithstanding the foregoing limitations, where any applicable federal, state or provincial law provides for a shorter limitation period than above described, whether upon notice or otherwise, such shorter period will govern.

(c) The foregoing limitations may, where brought into effect by our failure to commence an action or proceeding within the time periods specified, operate to exclude our right to sue for damages but will in no case, even upon expiration or lapse of the periods specified or referenced above, operate to prevent us from terminating your rights and our obligations under this Agreement as provided herein and under applicable law nor prevent us from obtaining any appropriate court judgment, order or otherwise which enforces and/or is otherwise consistent with such termination.

(d) The foregoing limitations shall not apply to our claims arising from or related to: (i) your under-reporting of Gross Revenue; (ii) your under-payment or non-payment of any amounts owed to us or any affiliated or otherwise related entity; (iii) indemnification by you; (iv) your confidentiality, non-competition or other exclusive relationship obligations; and/or (v) your unauthorized use of the Proprietary Marks.

22.5 Withholding Consent

In no event will you make any claim, whether directly, by way of setoff, counter-claim, defense or otherwise, for money damages or otherwise, by reason of any withholding or delaying of any consent or approval by us. Your sole remedy for any such claim is to submit it to arbitration as described in this Agreement and for the arbitrator to order us to grant such consent.

22.6 Survival and Construction

Each provision of this Article 22, together with the provisions of Article 23, will survive and continue in full force and effect subsequent to and notwithstanding the expiration, termination, setting aside, cancellation, rescission, unenforceability or other cessation of this Agreement (or any part of it) for any reason, and will govern any claim regarding any of the foregoing. Each provision of this Agreement will be construed as independent of, and severable from, every other provision; provided that if any part of this Agreement is deemed unlawful in any way, the parties agree that such provision will be deemed interpreted and/or modified to the minimum extent necessary to make such provision lawful or, if such construction is not permitted or available, the remainder of this Agreement will continue in full force and effect. Each party reserves the right to challenge any law, rule or judicial or other construction which would have the effect of varying or rendering ineffective any provision of this Agreement.

22.7 Costs and Legal Fees

If we are required to enforce this Agreement in a judicial or arbitration proceeding, you shall reimburse us for our costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for any of the above-listed costs and expenses incurred by us.

22.8 Validity and Execution

This Agreement will become valid when executed and accepted by us at our headquarters.

22.9 Binding Effect

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, agents, assigns, and successors in interest, and will not be modified except by written agreement signed by both parties.

22.10 Construction

Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. Except where this Agreement expressly provides otherwise, we have the right to condition, withhold and/or refuse, in our sole and absolute discretion, any request by you and our approval of, or consent to, any action or omission by you. The headings of the several articles and sections hereof are for convenience only and do not define, limit, or construe the contents of such articles or sections. The term "attorneys' fees" will include, without limitation, legal fees, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand or proceeding, including any motion, application, action, claim, counter-claim, cross-complaint or other proceeding to enforce the obligations of this Agreement. References to a "controlling interest" in you will mean more than fifty percent (50%) of the voting control of you, if you are a corporation or limited liability company, and of any general partnership interest, if you are a partnership. The term "Franchisee" as used herein is applicable to one (1) or more persons, a corporation or a partnership, as the case may be. The singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two (2) or more persons are at any time Franchisee hereunder, whether or not as partners or joint venturers, their obligations and liabilities to us will be joint and several. This Agreement may be executed in multiple copies, each of which will be deemed an original. Each of the provisions of this Article 22 shall apply to any claim or proceeding brought (or which could be brought) by any principal of yours or by or on your behalf.

22.11 Choice of Laws

Except as provided elsewhere in this Agreement (for example, with regard to the applicability of the Federal Arbitration Act, 9 U.S.C. §1 et seq. and the effect of federal preemption of state law by such Act) and except to the extent governed by the United States Trademark Act and other federal laws, the parties agree that this Agreement (including any claims, counter-claims or otherwise by you) and all other matters concerning the parties will be governed by, and construed and enforced in accordance with, the laws of the State of California.

ARTICLE 23
GENERAL

23.1 Joint and Several

If two (2) or more parties shall sign or be subject to the terms and conditions of this Agreement as Franchisee, the liability of each such party to make the payments to be made and to perform all other obligations to be performed under or pursuant to this Agreement shall be deemed to be joint and several. A breach hereof of one (1) such party or you shall be deemed to be a breach of both or all.

23.2 Rights Cumulative

No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall such right or remedy be deemed to be, exclusive of any other right or remedy herein or by law or equity provided or permitted and each shall be cumulative of every other right or remedy.

23.3 Entire Agreement and Amendments

This Agreement, the Exhibits hereto and any documents incorporated by reference herein, contain the entire understanding and agreement of the parties hereto concerning the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof, whether oral or written; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. Except as provided herein, you acknowledge and agree that there are no warranties, representations, statements, promises or inducements, express or implied, or collateral, whether oral or written, about this Agreement by us or our officers, directors, shareholders, employees or agents that are contrary to the terms of this Agreement or the documents referred to herein. No amendment or other modification to this Agreement shall be valid or binding upon the parties unless the same is in writing.

23.4 Non-Waiver

No waiver by us of any breach, failure or default in performance by you and no failure, refusal or neglect of ours to exercise any right hereunder or to insist upon strict compliance with or performance of your obligations hereunder shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach, failure or default and shall not constitute a waiver by us of our rights at any time or thereafter to require strict compliance with the provisions hereof.

23.5 Invalid Provisions; Substitution of Valid Provisions

If any provision of this Agreement relating to the payment of fees to us, to non-competition during the term of this Agreement, or to the preservation of any of the Proprietary Marks or confidential information disclosed pursuant to this Agreement is declared invalid or unenforceable, and if, as a result, we believe in our sole opinion that the continuation of this Agreement would not be in the best interests of the System, we have the right to terminate this Agreement on written notice to you. If any state or federal law requires renewal of this Agreement, you agree to enter into our then-current form of Franchise Agreement. To the extent that any restrictive covenant contained in this Agreement is deemed unenforceable because of its scope in terms of area, business activity prohibited, or length of time, you agree that the invalid provision will be deemed modified or limited to the extent or manner necessary to make that particular provision valid and enforceable to the greatest extent possible in light of the intent of the parties expressed in that provision under the laws applied in the forum in which we are seeking to enforce it.

If any lawful requirement or court order of any jurisdiction (1) requires a greater advance notice of the termination or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action which is not required by this Agreement, or (2) makes any provision of this Agreement or any specification, standard or operating procedures prescribed by us invalid or unenforceable, the advance notice and/or other action required or revision of the specification, standard or operating procedure will be substituted for the comparable provisions of this Agreement in order to make the modified provision enforceable to the greatest extent possible. You agree to be bound by the modification to the greatest extent lawfully permitted.

23.6 Time of Essence

Time shall be of the essence in this Agreement.

23.7 Gender

Whenever a personal pronoun is used herein, it is understood that such usage shall include both singular and plural, masculine, feminine and neuter, and refer in appropriate cases to corporations or other legal entities as well as to individuals.

23.8 Notice

All notices, consents, approvals, statements, authorizations, documents, or other communications required or permitted to be given hereunder shall be in writing, and may be delivered personally or mailed by registered mail, postage prepaid, or transmitted by telex or other form of electronic communication tested prior to transmission to the said parties at their respective addresses set forth hereunder, namely:

To Franchisor at:	RV Roofing Solutions LLC Attention: President 365 E. Avenida de los Arboles Thousand Oaks, California 91360 Facsimile:
With a copy to:	Harold L. Kestenbaum, Esq. 90 Merrick Avenue, Suite 601 East Meadow, New York 11554 Facsimile: (516) 745-0293
To Franchisee at:	___________________________ ___________________________ ___________________________ Facsimile:__________________

or at any such other address or addresses as the party to whom such notice, consent, approval, statement, authorization, documentation or other communication is to be given may designate by notice in writing so given to the other parties hereto as provided hereinbefore. Any notices, consents, approvals, statements, authorizations, documents or other communications, if mailed, shall be deemed to have been given on the fifth (5th) business day (except Saturdays and Sundays) following such mailing, or, if delivered personally or transmitted by telex or other form of electronic communication, shall be deemed to have been given on the day of delivery or transmission (as the case may be), if a business day, or if not a business day, on the business day next following the day of delivery or transmission (as the case may be).

23.9 Impossibility of Performance

Notwithstanding anything to the contrary contained in this Agreement, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, acts of God or other reasons beyond the control of such party, whether all of a like nature or not, which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the performance of such term, covenant or act is excused for the period of the delay and the party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. However, the provisions of this Section shall not in any way operate to excuse you from the prompt payment of any fees, Royalty Fees or other sums required to be paid to us or our affiliates by the terms of this Agreement, or from the prompt performance of any of your other obligations hereunder where such prompt performance is delayed, hindered or prevented by reason of lack of funds.

23.10 Further Assurances

Each of the parties covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgments or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof. You shall, within the time and from time to time forthwith upon our request, provide us with a statutory declaration confirming any matter provided for in this Agreement. You shall, at any time and from time to time forthwith upon our request, provide us with access to your corporate records to confirm your compliance with the terms of this Agreement.

23.11 Enforcement

You acknowledge that your failure to comply herewith could cause us irreparable harm which may not be compensable by way of damages, and, therefore, we shall be entitled to apply to a court of competent jurisdiction to have ourselves appointed as the receiver of your Business and to obtain (without bond) declaratory, temporary and permanent injunctive, mandatory and other extraordinary relief, and orders of specific performance enforcing the provisions of this Agreement relating to your use of the Proprietary Marks, relating to your obligations upon termination or expiration of this Agreement, and relating to assignment of the franchise hereunder and ownership interests in you, and to prohibit any act or omission by you or your employees that constitutes a violation of any applicable law, by-law or regulation, is dishonest or misleading to your customers or prospective customers, or constitutes a danger to employees, customers, or to the public, or which may impair the goodwill associated with the Proprietary Marks. If we secure any such declaratory, temporary and permanent injunctive, mandatory and other extraordinary relief, or order of specific performance, you agree to pay to us any damages incurred by us as a result of your breach of any provision and, notwithstanding the provisions of Section 22.7, our full attorneys' fees and customer costs and all expenses we may have incurred to enforce this Agreement (including a reasonable allowance for our employees' time spent).

23.12 You May Not Withhold Payments

You agree that you will not, on grounds of an alleged nonperformance by us of any of our obligations or for any other reason, withhold payment of any amount due whatsoever to us or our affiliates. No endorsement or statement on any check or payment of any sum less than the full sum due to us shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and we may accept and cash such check or payment without prejudice to our right to recover the balance due or pursue any other remedy provided herein or by law. We may apply any payments made by you as we may see fit. We may set off against any payment due by us to you, and may, at our option, pay your trade creditors.

23.13 Changes and Modifications

You understand and agree that the System must not remain static if it is to meet (without limitation) presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, decor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying or substituting the Proprietary Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions or alterations at your own expense.

You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

We shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. Finally, you expressly waive any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

23.14 Acknowledgments

You acknowledge that you have received from us a copy of our Franchise Disclosure Document, together with all exhibits thereto, at least fourteen (14) calendar days prior to signing this Agreement and/or paying any money to us or any of our affiliates in connection with the franchise sale or grant.

You acknowledge that you have conducted an independent investigation of the business franchised hereunder, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your ability as an independent business person. We expressly disclaim the making of, and you acknowledge that you have not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

You acknowledge that you have received, read, and understand this Agreement, including the exhibits hereto; that we have fully and adequately explained the provisions of each to your satisfaction; and that we have accorded you ample time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

You are aware of the fact that some franchisees of ours may operate under different forms of agreements and, consequently, that our obligations and rights in respect to our various franchisees may differ materially in certain circumstances.

23.15 Operation in the Event of Absence or Disability; Step-In Rights

In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Franchised Business, operate the Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

If we determine in our sole judgment that the operation of your Business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to operate your Business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your Business; or we determine that operational problems require that we operate your Business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the Business as a going concern.

We shall keep in a separate account all monies generated by the operation of your Business, less the expenses of the business, including reasonable compensation and expenses for our representatives. In the event of our exercise of the Step-In Rights, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of its Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

RV ROOFING SOLUTIONS LLC

____
WITNESS

By:______________________________
Name:____________________________
Title:_____________________________

FRANCHISEE

____
WITNESS

By:______________________________
Name:____________________________
Title:_____________________________

Exhibit A to the RV Roofing Solutions Franchise Agreement

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _______ day of __________, 20___, by ____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by RV Roofing Solutions LLC ("us", "we", or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement and afterward as provided in the Agreement, that ______________________ ("Franchisee") will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality and arbitration requirements.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; and (4) this liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment of performance of the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement.

Each of the undersigned waives all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

_________________________________ _________________________________

_________________________________ _________________________________

_________________________________ _________________________________

_________________________________ _________________________________

Exhibit B to the RV Roofing Solutions Franchise Agreement

LOCATION OF BUSINESS AND AREA OF RESPONSIBILITY

The location of the Franchised Business which relates to the foregoing Franchise Agreement dated ______________, 20________ between RV Roofing Solutions LLC ("Franchisor") and ___________________________ ("Franchisee") shall be:

____
Street Address

____
City State Zip Code

The Area of Responsibility of the Franchise shall be: ___________________________________
____
____
_____________. You understand and acknowledge that the Area of Responsibility does not include the right to provide products or services to mobile homes or mobile home parks anywhere.

The undersigned Franchisee acknowledges that it has made a thorough investigation and analysis of the site for its Business and of the exclusive area of the Franchised Business described above and it hereby approves the same.

____
Signature

____
Franchisee (Print Name)

The undersigned officer of Franchisor hereby approves the above described Business location.

RV ROOFING SOLUTIONS LLC

By:______________________________
Authorized Officer

Exhibit C to the RV Roofing Solutions Franchise Agreement

INTERNET WEB SITES AND LISTINGS AGREEMENT

THIS INTERNET WEB SITES AND LISTINGS AGREEMENT (the "Internet Listing Agreement") is made and entered into as of the _____ day of ________________, 20___ (the "Effective Date"), by and between RV Roofing Solutions LLC, a California limited liability company (the "Franchisor"), and __________________________, a __________________ (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for an RV Roofing Solutions Business (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Internet Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

All terms used but not otherwise defined in this Internet Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **TRANSFER; APPOINTMENT**

2.1 Interest in Internet Web Sites and Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet web sites, and the right to hyperlink to certain web sites and listings on various Internet search engines (collectively, the "Internet Web Sites and Listings") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Internet Service Providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites and Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites and Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites and Listings or will take such other actions with respect to the Internet Web Sites and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Internet Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Internet Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Internet Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites and Listings to Franchisor;

2.3.2 Direct the Internet Companies to terminate any or all of the Internet Web Sites and Listings; and

2.3.3 Execute the Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Internet Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Internet Companies have duly transferred all Franchisee's Interest in such Internet Web Sites and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations under, such Internet Web Sites and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies for the sums Franchisee is obligated to pay such Internet Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Internet Listing Agreement.

3. **MISCELLANEOUS**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Internet Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, demands, or obligations that are related to or are based on this Internet Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Internet Web Sites and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Internet Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Internet Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Internet Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Internet Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Internet Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Internet Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Internet Listing Agreement shall be joint and several.

3.9 Governing Law. This Internet Listing Agreement shall be governed by and construed under the laws of the State of California, without regard to the application of California conflict of law rules.

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR: RV ROOFING SOLUTIONS LLC	FRANCHISEE:
By:______________________	By:______________________
Name:____________________	Name:____________________
Title:____________________	Title:____________________

TELEPHONE LISTING AGREEMENT

THIS TELEPHONE LISTING AGREEMENT (the "Telephone Listing Agreement") is made and entered into as of the _____ day of ________________, 20___ (the "Effective Date"), by and between RV Roofing Solutions LLC, a California limited liability company (hereinafter the "Franchisor"), and _____________, a __________ (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for an RV Roofing Solutions Business (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Telephone Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

All terms used but not otherwise defined in this Telephone Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. TRANSFER; APPOINTMENT

2.1 Interest in Telephone Numbers and Listings. Franchisee has, or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "Telephone Numbers and Listings") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, if Franchisor directs Franchisee to do so, Franchisee will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Telephone Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, on Termination of the

Franchise Agreement, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Telephone Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including, without limitation, this Telephone Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor;

2.3.2 Direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.3.3 Execute the Telephone Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Telephone Companies that they shall accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Telephone Companies have duly transferred all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further Interest in, or obligations under, such Telephone Numbers and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies for the sums Franchisee is obligated to pay such Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Telephone Listing Agreement.

3. MISCELLANEOUS

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Telephone Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to Franchisee's performance, Franchisee's nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and the directors, officers, shareholders, partners, members, employees, agents, and attorneys of Franchisor and its affiliates, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, demands, or obligations that are related to or are based on this Telephone Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor under this Telephone Listing Agreement are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date hereof, it will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Telephone Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Telephone Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Telephone Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Telephone Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Telephone Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Telephone Listing Agreement shall be joint and several.

3.9 Governing Law. This Telephone Listing Agreement shall be governed by and construed under the laws of the State of California, without regard to the application of California conflict of law rules.

The parties hereto have duly executed and delivered this Telephone Listing Agreement as of the Effective Date.

FRANCHISOR:	FRANCHISEE:
RV ROOFING SOLUTIONS LLC	
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:____________________________	Title:____________________________

Exhibit D to the RV Roofing Solutions Franchise Agreement

TRANSFER OF FRANCHISE TO A
CORPORATION OR LIMITED LIABILITY COMPANY

This Transfer Agreement hereby amends that certain Franchise Agreement dated ____________, 20___ between RV Roofing Solutions LLC ("Franchisor") and _______________________ ("Franchisee").

The undersigned, an Officer, Director and Owner of a majority of the issued and outstanding voting stock of the corporation set forth below, or Members of the issued and outstanding Interests of the Limited Liability Company set forth below and Franchisee of the RV Roofing Solutions Business under a Franchise Agreement executed on the date set forth below, between himself or herself and Franchisor, granting it a franchise to operate at the location set forth below, and the other undersigned Directors, Officers and Shareholders of the Corporation, or the Members of the Limited Liability Company, who together with Franchisee constitute all of the Shareholders of the Corporation, or the Members of the Limited Liability Company, in order to induce Franchisor to consent to the assignment of the Franchise Agreement to the Corporation, or Limited Liability Company in accordance with the provisions of Article 16 of the Franchise Agreement, agree as follows:

1. The undersigned Franchisee shall remain personally liable in all respects under the Franchise Agreement and all the other undersigned Officers, Directors and Shareholders of the Corporation, or the Members of the Limited Liability Company, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Franchise Agreement including the restrictive covenants contained in Article 15 thereof, to the same extent as if each of them were Franchisee set forth in the Franchise Agreement and they jointly and severally personally guarantee all of Franchisee's obligations set forth in said Agreement.

2. The undersigned agree not to transfer any stock in the Corporation, or any interest in the Limited Liability Company without the prior written approval of Franchisor and agree that all stock certificates representing shares in the Corporation, or all certificates representing interests in the Limited Liability Company shall bear the following legend:

> "The shares of stock represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated ____________, 20__ between ____________________ and RV Roofing Solutions LLC"
>
> or
>
> "The ownership interests represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated ____________, 20__ between ____________________ and RV Roofing Solutions LLC"

3. ___________________ or his designee shall devote his best efforts to the day-to-day operation and development of the Franchised Business.

4. ___________________ hereby agrees to become a party to and to be bound by all of the provisions of the Franchise Agreement executed on the date set forth below between Franchisee and Franchisor to the same extent as if it were named as Franchisee therein.

Date of Franchise Agreement: ___________________________________

Location of Franchised Business:____

WITNESS:	As to Paragraph 3:
___________________________________	___________________________________ [Name]
	As to Paragraph 4:
___________________________________	___________________________________ [Name]
ATTEST:	___________________________________ Name of Corp. or Limited Liability Company
___________________________________	By:________________________ (SEAL) Title:_____________________________

In consideration of the execution of the above Agreement, RV Roofing Solutions LLC hereby consents to the above referred to assignment on this _____ day of _____________, 20__.

RV ROOFING SOLUTIONS LLC

By:____________________________________
Title:__________________________________

Exhibit E to the RV Roofing Solutions Franchise Agreement

<u>CONFIDENTIALITY AND NON-COMPETITION AGREEMENT</u>
(for trained employees, shareholders, officers, directors, general partners, members and managers of Franchisee)

In consideration of my being a _________________________ of ____________________ ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _______________, 20___ (the "Franchise Agreement"), Franchisee has acquired the right and franchise from RV Roofing Solutions LLC (the "Company") to establish and operate an RV Roofing Solutions business (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location: ___________________________ (the "Approved Location").

2. The Company, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of Franchised Businesses, which apply acrylic coatings on various types of recreation vehicles and other roof structures. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As ________ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company's Confidential Operations Manuals (the "Manuals"), and other general assistance during the term of the Franchise Agreement.

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

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as ________________ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business or e-commerce business which: (a) is the same as, or substantially similar to, a Franchised Business; or (b) offers to sell or sells any products or services which are the same as, or substantially similar to, any of the products offered by a Franchised Business (a "Competitive Business"); and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Competitive Business that is, or is intended to be, located at or within:

7.1 Franchisee's Area of Responsibility, as defined in the Franchise Agreement ("Franchisee's Area of Responsibility");

7.2 Twenty (20) miles of Franchisee's Area of Responsibility; or

7.3 Twenty (20) miles of any Franchised Business operating under the System and the Proprietary Marks.

The prohibitions in this Paragraph 7 do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

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

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

10. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. This Agreement shall be construed under the laws of the State of California. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

____
Signature

____
Name

____
Address

____
Title

ACKNOWLEDGED BY FRANCHISEE

By:____________________________________

Name:__________________________________

Title:___________________________________

Exhibit F to the RV Roofing Solutions Franchise Agreement

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, RV Roofing Solutions LLC (the "Franchisor") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a RV Roofing Solutions Business (the "Franchised Business"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of Franchisor, or by employees or authorized representatives of a broker acting on behalf of Franchisor ("Broker") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on ________________, 20___.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

____
____
____
____
____
____

5. Have you received and personally reviewed Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

____
____
____
____
____
____

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee of a Broker or other person speaking on behalf of Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee of a Broker or other person speaking on behalf of Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee of a Broker or other person speaking on behalf of Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee of a Broker or other person speaking on behalf of Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee of a Broker or other person speaking on behalf of Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15. Has any employee of a Broker or other person speaking on behalf of Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No _____

16. Have you entered into any binding agreement with Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? ____
____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

____
____
____
____

I signed the Franchise Agreement and Addendum (if any) on _______________, 20___, and acknowledge that no Agreement or Addendum is effective until signed and dated by Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

____
____
____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this _____ day of ________________, 20____.

Sign here if you are taking the franchise as an

INDIVIDUAL

____
Signature

Print Name______________________________

____
Signature

Print Name______________________________

____
Signature

Print Name______________________________

____
Signature

Print Name______________________________

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

____
Print Name of Legal Entity

By:_____________________________________
Signature

Print Name______________________________

Title___________________________________

Exhibit G to the RV Roofing Solutions Franchise Agreement

ADDENDUM TO FRANCHISE AGREEMENT
[Existing Business]

THIS ADDENDUM TO FRANCHISE AGREEMENT is dated as of _________ _________, 201__ and is by and between RV Roofing Solutions, LLC ("**We**") and ___________________________________ ("**You**").

RECITALS:

A. We are engaged in the business of offering and selling RV ROOFING SOLUTIONS franchises ("**Franchises**"), and You have decided to purchase a Franchise for the purpose of offering and selling the Franchised Service to your existing business located at:___________ ________________________________ ("**Your Business**").

B. You and We are entering into a Franchise Agreement (the "**Agreement**") for such purpose, and the purpose of this Addendum is to set forth certain changes in the terms and conditions of the Franchise Agreement which are required due to Your offering and selling the RV ROOFING SOLUTIONS Franchised Services ("**Franchised Services**") at Your Business.

C. This Addendum amends and supplements the Agreement, will be effective upon the execution and delivery of the Agreement, and a copy of this Addendum is intended to be attached to the Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in the Agreement and herein, the parties agree that the Agreement shall be and hereby is amended as follows:

1. The initial franchise fee to be paid by You in Section 4.1 of the Agreement is Fifteen Thousand Dollars ($15,000.00).

2. Section 4.4 of the Agreement is amended to limit the Gross Revenues for purposes of paying the Royalty Fee and Marketing shall be the sales and revenues received by You in providing the Franchised Services, and You agree to follow the requirements of the Manual in recording and reporting to Us the information necessary to calculate and pay the monthly Fees.

3. Sections 14.7 of the Agreement (Our Right of Repurchase) and 16.6 (Our Right of First Refusal) are deleted in their entirety.

4. Article 15 is hereby amended by stating that Your business as it exists on the date of the Agreement is not considered as a "Competitive Business" as defined therein.

5. Sections 16.2 and 16.4 of the Agreement are modified to apply only to the transfer of Your interests in the Agreement being issued to You by Us.

6. In all other respects, the parties agree that the Agreement shall remain and be in full force and effect, with the provisions of such agreements being subject to the terms of this Addendum.

7. The definitions and other terms contained in the Agreement shall be included in regard to interpreting this Agreement. Any terms set forth in bold face herein are done so for ease of reference only.

* * * * * * * * * * * * *

IN WITNESS WHEREOF, the parties have each executed this Addendum as of the day, month and year first above written.

WE:	YOU:
RV ROOFING SOLUTIONS LLC	
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________

Exhibit D to the RV Roofing Solutions Disclosure Document

LIST OF FRANCHISEES
As of December 31, 2018

None

Exhibit
D

Exhibit E

Exhibit E to the RV Roofing Solutions Disclosure Document

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

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

None

Exhibit F

Exhibit F to the RV Roofing Solutions Disclosure Document

TABLE OF CONTENTS OF OPERATIONS MANUAL

SECTION A: INTRODUCTION

SECTION B: PRE-OPENING PROCEDURES

SECTION C: HUMAN RESOURCES

SECTION D: SALES PROCEDURES

SECTION E: OFFICE PROCEDURES

SECTION F: INTRODUCTION TO RV ROOFING SOLUTIONS APPLICATION PROCESS

SECTION G: MARKETING AND ADVERTISING

APPENDICES:

Exhibit G

RV Roofing Solutions LLC

Financial Statements

December 31, 2018 and 2017

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Michael T. Rossi, CPA
276 N. Quail Lane
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(714)329-5311
(714)637-1388 fax
mrossi34@hotmail.com

INDEPENDENT AUDITOR'S REPORT

Board of Directors
RV Roofing Solutions LLC

Report on the Financial Statements

I have audited the accompanying statements of financial condition of RV Roofing Solutions LLC (the Company) as of December 31, 2018 and 2017, and the related statements of operations, changes in member's equity, and cash flows for the years then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the united States of America; this includes 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.

Auditor's Responsibility

An audit involves procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe the audit evidence I have obtained is sufficient and appropriate to provide a basis for an audit opinion

Opinion

In my opinion, the financial statements referred to above presents fairly, in all material respects, the financial condition of RV Roofing Solutions, LLC as of December 31, 2018, and 2017, in conformity with accounting principles generally accepted in the United States of America.

Michael Rossi

Michael T. Rossi, CPA
Orange, Ca.
March 13, 2019

RV Roofing Solutions LLC
Statements of Financial Condition
December 31, 2018 and 2017

Assets

	2018	2017
Cash	$ 9,556	$ 6,543
Website development costs	6,000	6,000
Total assets	$ 15,556	$ 12,543

Liabilities and Member's Equity

	2018	2017
Liabilities		
Payable to related party - noncurrent	$ 1,200	$ 1,200
Member's equity	14,356	11,343
Total liabilities and member's equity	$ 15,556	$ 12,543

The accompanying notes are an integral part of these financial statements.

RV Roofing Solutions LLC
Statements of Operations
For the years ended December 31, 2018 and 2017

	2018	2017
Revenues	$ -	$ -
Expenses		
Bank service charges	28	28
Franchise fees	-	450
Professional fees	-	1,700
Other non-operating expense	1,959	-
Total expenses	1,987	2,178
Net income (loss) before income tax provision	(1,987)	(2,178)
Income tax expense	-	(2,026)
Net income (loss)	$ (1,987)	$ (4,204)

The accompanying notes are an integral part of these financial statements.

RV Roofing Solutions LLC
Statements of Changes in Member's Equity
For the Years December 31, 2018 and 2017

		Member's Equity
Balance at December 31, 2016		**15,547**
Net income (loss)		(4,204)
Balance at December 31, 2017	**$**	**11,343**
Member capital contribution		5,000
Net income (loss)		(1,987)
Balance at December 31, 2018	**$**	**14,356**

The accompanying notes are an integral part of these financial statements.

RV Roofing Solutions LLC
Statements of Cash Flows
For the Years December 31, 2018 and 2017

	2018	2017
Cash flow from operating activities:		
Net Income (loss)	$ (1,987)	$ (4,204)
Adjustments to reconcile net income(loss) to net cash provided by (used in) operating activities:		
Increase(decrease) in assets/liabilities:	-	-
Total adjustments	-	-
Net cash provided by (used in) operating activities	(1,987)	(4,204)
Cash flows from investing activities:		
Capital contribution	5,000	
Net cash provided by (used in) investing activities	5,000	-
Net increase (decrease) in cash	3,013	(4,204)
Cash at beginning of year	6,543	10,747
Cash at end of year	$ 9,556	$ 6,543
Supplemental disclosure of cash flow information:		
Cash paid during the year for:		
Interest	$ -	$ -
Income taxes	$ -	$ 2,026

The accompanying notes are an integral part of these financial statements.

RV Roofing Solutions LLC
Notes to Financial Statements
December 31, 2018 and 2017

NOTE 1 – ORGANIZATION

RV Roofing Solutions, LLC (the "Company") was organized in the State of California on December 18, 2013. The Company is an RV roof repair and restoration company that utilizes a scientifically advanced liquid acrylic roofing system which eliminates roof leaks.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

The Company is treated as a disregarded entity for federal income tax purposes, in accordance with single member limited liability company rules. All tax effects of the Company's income or loss are passed through to the member. Therefore, no provision or liability for federal income taxes is included in these financial statements.

The Company has evaluated events subsequent to the balance sheet date for items requiring recording or disclosure in the financial statements. The evaluation was performed through the date the financial statements were available to be issued. Based upon review, the Company has determined that there were no events which took place that would have a material impact on its financial statements.

NOTE 3 – INCOME TAXES

The Company is treated as a disregarded entity for federal income tax purposes, in accordance with single member limited liability company rules. All tax effects of the Company's income or loss are passed through to the member. Therefore, no provision or liability for federal income taxes is included in these financial statements.

The Company is required to file an income tax return with the state of California. The Company's tax returns are subject to examination by taxing authorities in the jurisdictions in which it operates in accordance with the normal statutes of limitations in the applicable jurisdiction. The statute of limitations for state purpose is generally three years, but may exceed this limitation depending upon the jurisdiction involved. Returns that were filed within the applicable statute remain subject to examination. As of December 31, 2017 and 2016, the California Franchise Tax Board has not proposed any adjustment to the Company's tax position.

NOTE 4 – LIMITED LIABILITY COMPANY

Because the Company is a limited liability company, no member, manager, agent, or employee of the Company shall be personally liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, director, manager, agent, or employees of the Company, except as otherwise required by the California Limited Liability Company Act. The duration of the Company is perpetual, but can be dissolved pursuant to the Article of Dissolution in the Operating Agreement.

NOTE 5 – OTHER NON-OPERATING EXPENSES

During the year ended December 31, 2018, there were four unauthorized transactions in the bank account that resulted in a loss of $1,959. Since the unauthorized activity was not reported by the Company to the bank within 30 days from the bank statement date, Wells Fargo bank was unable to reimburse the Company.

NOTE 6 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through March 13, 2019 the date which the financial statements were available to be issued.

RV Roofing Solutions LLC

Financial Statements

December 31, 2017 and 2016

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Michael T. Rossi, C.P.A.
276 N. Quail Lane
Orange, CA 92869
(714)329-5311
(714)637-1388 fax
mrossi34@hotmail.com

INDEPENDENT AUDITOR'S REPORT

Board of Directors
RV Roofing Solutions LLC

Report on the Financial Statements

I have audited the accompanying statements of financial condition of RV Roofing Solutions LLC (the Company) as of December 31, 2017 and 2016, and the related statements of operations, changes in member's equity, and cash flows for the years then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the united States of America; this includes 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.

Auditor's Responsibility

An audit involves procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe the audit evidence I have obtained is sufficient and appropriate to provide a basis for an audit opinion

Opinion

In my opinion, the financial statements referred to above presents fairly, in all material respects, the financial condition of RV Roofing Solutions, LLC as of December 31, 2017, and 2016, in conformity with accounting principles generally accepted in the United States of America.

Michael Rossi

Michael T. Rossi, C.P.A.
Orange, Ca.
February 25, 2018

RV Roofing Solutions LLC
Statements of Financial Condition
December 31, 2017 and 2016

Assets

	2017	2016
Cash	$ 6,543	$ 10,747
Website development costs	6,000	6,000
Total assets	$ 12,543	$ 16,747

Liabilities and Member's Equity

	2017	2016
Liabilities		
Payable to related party - noncurrent	$ 1,200	$ 1,200
Member's equity	11,343	15,547
Total liabilities and member's equity	$ 12,543	$ 16,747

The accompanying notes are an integral part of these financial statements.

RV Roofing Solutions LLC
Statements of Operations
For the Years December 31, 2017 and 2016

	2017	2016
Revenues	$ -	$ -
Expenses		
Bank service charges	28	-
Franchise fees	450	-
Professional fees	1,700	4,317
Total expenses	2,178	4,317
Net income (loss) before income tax provision	(2,178)	(4,317)
Income tax expense	(2,026)	(973)
Net income (loss)	$ (4,204)	$ (5,290)

The accompanying notes are an integral part of these financial statements.

RV Roofing Solutions LLC
Statements of Changes in Member's Equity
For the Years December 31, 2017 and 2016

	Member's Equity
Balance at December 31, 2015	**20,837**
Net income (loss)	(5,290)
Balance at December 31, 2016	**$ 15,547**
Net income (loss)	(4,204)
Balance at December 31, 2017	**$ 11,343**

The accompanying notes are an integral part of these financial statements.

RV Roofing Solutions LLC
Statements of Cash Flows
For the Years December 31, 2017 and 2016

	2017	2016
Cash flow from operating activities:		
Net Income (loss)	$ (4,204)	$ (5,290)
Adjustments to reconcile net income(loss) to net cash provided by (used in) operating activities:		
Increase(decrease) in liabilities:		
Payable to related party	-	-
Total adjustments	-	-
Net cash provided by (used in) operating activities	(4,204)	(5,290)
Net increase (decrease) in cash	(4,204)	(5,290)
Cash at beginning of year	10,747	16,037
Cash at end of year	$ 6,543	$ 10,747
Supplemental disclosure of cash flow information:		
Cash paid during the year for:		
Interest	$ -	$ -
Income taxes	$ 2,026	$ 973

The accompanying notes are an integral part of these financial statements.

RV Roofing Solutions LLC
Notes to Financial Statements
December 31, 2017 and 2016

NOTE 1 – ORGANIZATION

RV Roofing Solutions, LLC (the "Company") was organized in the State of California on December 18, 2013. The Company is an RV roof repair and restoration company that utilizes a scientifically advanced liquid acrylic roofing system which eliminates roof leaks.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

The Company is treated as a disregarded entity for federal income tax purposes, in accordance with single member limited liability company rules. All tax effects of the Company's income or loss are passed through to the member. Therefore, no provision or liability for federal income taxes is included in these financial statements.

The Company has evaluated events subsequent to the balance sheet date for items requiring recording or disclosure in the financial statements. The evaluation was performed through the date the financial statements were available to be issued. Based upon review, the Company has determined that there were no events which took place that would have a material impact on its financial statements.

NOTE 3 – INCOME TAXES

The Company is treated as a disregarded entity for federal income tax purposes, in accordance with single member limited liability company rules. All tax effects of the Company's income or loss are passed through to the member. Therefore, no provision or liability for federal income taxes is included in these financial statements.

The Company is required to file an income tax return with the state of California. The Company's tax returns are subject to examination by taxing authorities in the jurisdictions in which it operates in accordance with the normal statutes of limitations in the applicable jurisdiction. The statute of limitations for state purpose is generally three years, but may exceed this limitation depending upon the jurisdiction involved. Returns that were filed within the applicable statute remain subject to examination. As of December 31, 2017 and 2016, the California Franchise Tax Board has not proposed any adjustment to the Company's tax position.

NOTE 4 – LIMITED LIABILITY COMPANY

Since the Company is a limited liability company, no member, manager, agent, or employee of the Company shall be personally liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, director, manager, agent, or employees of the Company, except as otherwise required by the California Limited Liability Company Act. The duration of the Company is perpetual, but can be dissolved pursuant to the Article of Dissolution in the Operating Agreement.

NOTE 5 – RECENTLY ISSUED ACCOUNTING STANDARDS

ASU No.	Title	Effective Date
Update No. 2015-17	Income Taxes (Topic 740): Balance Sheet classification of deferred taxes.	After December 15, 2017, with earlier application permitted.
Update No. 2016-03	Intangibles – Goodwill and Other (Topic 350): Accounting for Goodwill (A consensus of the private company council)	March 1, 2016.
Update No. 2017-04	Intangibles – Goodwill and Other (Topic 350): Simplifying the test for goodwill impairment.	After December 15, 2021.
Update No. 2017-01	Business Combinations (Topic 805): Clarifying the definition of a business.	After December 15, 2018
Update No. 2017-09	Compensation – Stock Compensation (Topic 718): Scope of modification accounting.	After December 15, 2017

The Company has either evaluated or is currently evaluating the implications, if any, of each of these pronouncements and the possible impact they may have on the Company's financial statements. In most cases, management has determined that the pronouncement has either limited or no application to the company and, in all cases, implementation would not have a material impact on the financial statements taken as a whole.

NOTE 6 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through February 25, 2018 the date which the financial statements were available to be issued.

Exhibit
H

Exhibit H to the RV Roofing Solutions Disclosure Document

GENERAL RELEASE - SAMPLE COPY

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ______________, 20___ by and between RV Roofing Solutions LLC, a California limited liability company having its principal place of business located at 365 E. Avenida de los Arboles, Thousand Oaks, California 91360 (the "Franchisor"), and __________________, a _______________ with an address at ________________________ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor**:

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. California law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of California.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:	RELEASOR:
___________________________	____
	(Name)
Witness:	RV ROOFING SOLUTIONS LLC:
___________________________	By:_____________________________________
	Name:___________________________________
	Title:____________________________________

Exhibit I

Exhibit I to the RV Roofing Solutions Disclosure Document

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, RV Roofing Solutions LLC (the "Franchisor") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a RV Roofing Solutions Business (the "Franchised Business"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor ("Broker") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _______________, 20___.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

____
____
____
____
____

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? ____
____
____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

____
____
____
____
____

I signed the Franchise Agreement and Addendum (if any) on _______________, 20___, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

____
____
____
____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this _____ day of ________________, 20____.

Sign here if you are taking the franchise as an as a	Sign here if you are taking the franchise
LIABILITY INDIVIDUAL	CORPORATION, LIMITED COMPANY OR PARTNERSHIP
____ Signature	________________________________ Print Name of Legal Entity
Print Name________________________________	By:________________________________ Signature
____ Signature	Print Name________________________
Print Name________________________________	Title______________________________
____ Signature	
Print Name________________________________	
____ Signature	
Print Name________________________________	

Exhibit
J

RECEIPT

(RETURN ONE COPY TO US)

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

If RV Roofing Solutions 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 or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If RV Roofing Solutions LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A.

The franchisor is RV Roofing Solutions LLC, located at 365 E. Avenida de los Arboles, Thousand Oaks, California 91360. Its telephone number is (818) 332-0645.

Issuance date: March 11, 2019

The franchise seller(s) for this offering is (are) Scott Christian and Frank Joel at 365 E. Avenida de los Arboles, Thousand Oaks, California 91360.

RV Roofing Solutions LLC authorizes the agents listed in Exhibit A to receive service of process for it.

I have received a disclosure document dated March 11, 2019 that included the following Exhibits:

A – State Administrators/Agents for Service of Process	F – Table of Contents of Operations Manual
B – Multi-State Addendum	G – Financial Statements
C – Franchise Agreement	H – General Release-Sample Copy
D – List of Franchisees	I – Franchisee Disclosure Acknowledgment Statement
E – List of Franchisees Who Have Left the System	

Date:______________________
(Do not leave blank)

____
Signature of Prospective Franchisee

____
Print Name

You may return the signed receipt by signing, dating and mailing it to RV Roofing Solutions LLC at 365 E. Avenida de los Arboles, Thousand Oaks, California 91360.

RECEIPT

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____
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