FRANCHISE DISCLOSURE DOCUMENT

SOLAR GRIDS®

Solar Grids LLC
A Wyoming limited liability company
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Solar Grids LLC d/b/a Solar Grids® offers franchisees the opportunity to operate a solar sales and service business offering solar products and installation services to residential and commercial clients.

Under this Disclosure Document, we offer qualified individuals the right to serve as our "Area Representative" within a given territory (an "AR Development Area"). Under an area representative agreement, you will serve as our independent Area Representative, operate your own Solar Grids® franchised business (the "Business"), recruit additional franchisees to own and operate Businesses, and provide training and support services to franchisees within your AR Development Area (the "AR Business").

The total estimated initial investment to begin operation of the AR Business ranges from $276,500 to $312,000, which includes $250,000 that must be paid to franchisor or its affiliates. You are also required to open and commence operating your own Business within the AR Development Area under a separate form of our then-current franchise agreement.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Larry Schroder at 151 N. 8th Street Suite 534, Lincoln NE 68508 and 402-417-2828.

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

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

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

Issuance Date: March 22, 2021, as amended on July 1, 2021

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

4. **Short Operating History.** The franchisor is at an early state of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchisor with a longer operating history.

5. ~~**Personal Guaranty.** Franchisee and all owners must sign a personal guaranty.~~

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

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Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simply the language in this Disclosure Document, "we", "us," "our," or "Franchisor" refers to and includes Solar Grids LLC. We are a Wyoming limited liability company that was formed in February 2020, with a principal business address at 151 N. 8th Street Suite 534, Lincoln, NE 68508. We have been offering franchises since May 2020. We do business under the name "Solar Grids®." We have not conducted business in any other line of business, do not intend to use any other names to conduct our business, and have not offered franchises in other lines of business. "You" or "Area Rep" means the person to whom we grant an AR Business. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all the Area Representative and Franchise Agreement's provisions also will apply to each of your owners.

Parents, Predecessors and Affiliates

We have a parent entity, Hexeton Energy, Inc. that shares our principal business address. We do not have any predecessors. Our affiliate has operated the same business model of the type being franchised since 2015 under the brand Sun Life Energy. This affiliate's address is 1255 W Colton Ave, Suite 136, Redlands, CA 92374. We do not currently have any affiliates that offer franchises in any line of business or provide products or services to our franchisees. However, we (and our affiliates) reserve the right to do so in the future and to receive kickbacks, rebates, and allowances from third-party vendors who provide goods and services to us and to our franchisees. Other than those listed above, we do not have any other parents, predecessors, or affiliates to disclose in Item 1.

Agent for Service of Process

Our agent for service of process in Nebraska is Larry Schroder, and the agent's principal business address is 151 N. 8th Street Suite 534, Lincoln NE 68508. Our agents for service of process in the states whose franchise laws require us to name a state agency as our agent for serviceof process are disclosed in Exhibit B.

The Opportunity Offered

In this Disclosure Document, we offer the right to operate an AR Business which uses the Marks (as defined below) and the System (as defined below) to (i) recruit and screen individuals interested in purchasing Businesses ("Prospects") in the AR Development Area and (ii) assist us in providing training and certain support services to other franchisees located in the AR Development Area ("Territory Franchisees"). We refer to operators of an AR Business as "Area Representative(s)" or "Area Rep(s)."

In a separate Disclosure Document, we offer Prospects (or franchisees) the right to operate Businesses operating under the System (as described below) and under the Marks (as described below). "Development Outlets" include (i) Solar Grids® company-owned outlets, owned and

operated by us ("Company-Owned Outlets") and (ii) Businesses owned and operated by franchisees (collectively, "Franchised Units"). The "Marks" include the mark Solar Grids®, the stylized Solar Grids® logo and certain other trademarks, service marks, trade names, signs, associated designs, artwork, and logos, which we may modify from time to time. We may designate other trade names, service marks, and trademarks as Marks.

The "System" is a distinctive business format and set of specifications and operating procedures, which include, but are not limited to, our specifications for equipment and accessories; our website or series of websites (the "System Website"); our relationships with vendors; our customer database; the accumulated experience reflected in our training program, operating procedures, customer service standards, methods, and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules, and requirements ("System Standards") set out in our manuals for the operation of Development Outlets ("Franchisee Manuals") and manuals for the operation of area representative businesses ("AR Business Manual" and, collectively with the Franchisee Manuals, the "Manuals") and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

If you become an Area Rep, you must sign our then-current form of area representative agreement (the "AR Agreement"). A copy of our current form of AR Agreement is included as Exhibit C to this Disclosure Document. If you are an entity, you must designate an Owner with at least a 10% ownership interest in your entity as the "Principal Executive." The Principal Executive must have authority over all business decisions related to your business and must have the power to bind you in all dealings with us.

Operation of a Business

As an Area Rep, you will be required to sign our then-current franchise agreement ("Franchise Agreement") and open one Business within the AR Development Area before beginning to operate your AR Business and, in any event, no later than 30 days from the effective date of the AR Agreement. The Primary Unit must be used as a prototype business and training facility. Our current form of Franchise Agreement is contained in Exhibit G to this Disclosure Document. All Businesses, including your Business, are offered through a separate Disclosure Document that discloses details about the terms of the Franchise Agreement and the operation of a Business (the "Franchise FDD").

Solicitation and Sale of Franchises

As an Area Rep, you will be required to: (i) actively and diligently promote and grow the Solar Grids® brand in the AR Development Area and (ii) assist in the successful development of the Solar Grids® brand in the AR Development Area in accordance with our System Standards. To that end, you will be required to open and maintain in operation the cumulative number of Development Outlets in the Territory that are set forth on the development schedule specified in the AR Agreement (the "Development Schedule") by each deadline ("Development Deadline") set forth in the Development Schedule. Your Development Schedule obligations can be satisfied through: (a) sales to Prospects, regardless of who originally identified them or led them through the Sales Process, (b) Franchised Units that you or your affiliates develop in accordance with

Franchise Agreements that you sign with us, or (c) Company-Owned Outlets that we or our affiliates develop in your AR Development Area.

We may, in our sole discretion, refer to you leads that we obtain for Prospects who would like to operate Businesses in the AR Development Area. If we refer a Prospect to you, you must lead the Prospect through the sales process, identifying the Prospect at the inception of the relationship through the Prospect executing related Franchise Agreement(s) (the "Sales Process"). We will not refer leads that we receive from Brokers (as defined in the AR Agreement) to you. You must refer to us any inquiries from individuals or entities regarding the establishment of Franchised Units outside of the AR Development Area. If you identify any Prospects who would like to operate Franchised Units in the AR Development Area, you must lead such Prospects through the Sales Process, unless you request our assistance in writing, and we agree to lead such Prospect(s) through the Sales Process.

For any Prospects that you lead through the Sales Process, you will be required to screen Prospects according to our System Standards, recommend to us those Prospects whom you deem qualified under our System Standards, and arrange for any Prospects that we approve to execute our Franchise Agreement (which we, rather than you, will execute). We will provide you with our standard forms of the Franchise FDD and standard forms of the Franchise Agreement, Development Agreement, and related agreements (collectively, "Solar Grids® Agreements"), which we may modify periodically. You will be required to use our then-current form of Franchise FDD and Solar Grids® Agreements without modification in connection with your solicitation of Prospects unless we otherwise agree in writing. You will not be authorized to enter into any agreements on our behalf.

Support Services to Territory Franchisees

As an Area Rep, you will also be required to provide ongoing support services (the **"**Support Services"), on our behalf, to Territory Franchisees in the manner, frequency, and in the time periods that we prescribe and in accordance with our System Standards, as set forth in the Manuals or otherwise in writing. The Support Services that you will be required to provide in accordance with our System Standards include: conducting training for Territory Franchisees; maintaining vendor relationships; assisting Territory Franchisees in site selection and lease negotiations; assisting Territory Franchisees in grand opening and pre-opening activities; providing ongoing advice to Territory Franchisees; assisting Territory Franchisees in marketing strategies and the roll-out of new programs; and assisting Territory Franchisees in renewals, transfers, and curing defaults.

Supervision of Territory Franchisees

As an Area Rep, you will also be required to actively monitor on our behalf and report to us the compliance of each Territory Franchisee with all applicable System Standards, applicable laws, and Solar Grids® Agreements.

Market and Competition

Residential and commercial solar services and product installation and services have expanded and increased in relevance and demand in most markets. Extreme weather events continue to drive consumers toward resiliency options such as solar plus storage as they have in California. Sales may be seasonal in certain colder weather markets during the winter months.

You will compete against national chains, regional chains, and independent local owners. Some of these competitors are franchised. Some of your competitors include, among others, municipalities, energy services providers, and owners or operators of commercial businesses that also provide residential remodeling services.

Laws and Regulations

The following laws and regulations are specific to our industry:

Contractor laws and regulations will vary depending on each state and market you operate the Business. These rules require that the person installing or performing the construction service carry a contractor's license in order to perform these types of service.

There may be other rules and regulations which are specific to the solar industry and related to working in the solar business depending on your region, local market, jurisdiction, and municipality. We are not liable to you if there are any changes in laws or regulations that make the Business unviable in your AR Development Area.

~~You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you.~~ You should consult with a legal advisor about legal requirements that may apply to your business.

The following regulations refer to the offer and sale of franchises:

The offer and sale of franchises is regulated by the Franchise Rule of the Federal Trade Commission. The regulations require, among other things, that a franchisor provide a Franchise Disclosure Document to prospective franchisees and comply with certain holding periods. Although we (and not you) will be the Franchisor of all the Businesses. Nevertheless, you must comply with all laws and regulations related to the offer and sale of the Businesses.

Because you will be arranging the sale of Businesses and otherwise involved in franchise sales activities, you will be a "franchise seller," as that term is defined in the Franchise Rule. The Franchise Rule imposes certain obligations and restrictions on franchise sellers and makes it an unfair or deceptive act or practice in violation of Section 5 of the Federal Trade Commission Act to (i) make any claim in contradiction of the Franchise FDD, (ii) disseminate financial performance information other than as contained in Item 19 of the Franchise FDD, or (iii) violate certain other obligations regarding the sale of franchises.

Certain states have their own laws and regulations concerning the offer and sale of franchises that will apply to you as an Area Rep for Solar Grids®, which may include registering

in the state as a franchise broker. ~~You alone are responsible for understanding and complying with all applicable laws and regulations, despite any information that we may provide to you.~~ You should consult with a legal advisor about legal requirements that may apply to your Business.

Prior Business Experience

We have offered franchises since May 2020. None of our affiliates have offered franchises in other lines of business. None of our affiliates currently provide products or services to our franchisees. However, we (and our affiliates) reserve the right to do so, and to receive kickbacks, rebates, and allowances from third party vendors who provide goods and services to us and the Businesses.

Our affiliate has operated the same business model of the type being franchised since 2015 under the mark "Sun Life Energy"., which is owned by Sun Life Energy Inc (hereinafter "Sun Life"). This affiliate's address is 1255 W Colton Ave, Suite 136, Redlands, CA 92374.

Item 2
BUSINESS EXPERIENCE

Justin Kaiser - Co-Founder and CEO. Justin Kaiser has been our CEO and Co-Founder in Tampa, FL since February 2020. Since August 2019, he has served as Co-Founder of Hexeton Energy, Inc., in Lincoln, NE. Since February 2020 he has served as Managing Partner of Elite Funds also located in Lincoln, NE. From May 2016 to May 2019, he managed several solar private equity funds in Scottsdale, AZ and from June 2014 to May 2016 he was Co-Founder of Credit Revitalize also located in Scottsdale, AZ.

Lawrence Schroder - Co-Founder. Lawrence Schroder has been our Co-Founder in Lincoln, NE since February 2020. Since August 2019 he has served as Co-Founder of Hexeton Energy, Inc. in Lincoln, NE and since February 2019 he has served as Managing Partner of Elite Funds also located in Lincoln, NE. From May 2015 to January 2019, he was President of Aluxa Homesin Omaha, NE.

Jeramie Rose - National Sales Manager/Co-Founder. Mr. Rose has been our National Sales Manager and Co-Founder since February 2020. From January 2015 to Present, he has been Founder and President of Sun Life Energy in Redlands, CA.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Area Representative Fee

Under your AR Agreement, you must pay us the appropriate area representative fee, which will be $250,000 ("Area Rep Fee"). The Area Rep Fee provides for an AR Development Area defined by a population base estimated to contain at least 20 local Businesses, each consisting of at least 250,000 in population (5,000,000 total population). The Area Rep Fee is due upon signing the AR Agreement and is deemed fully earned and non-refundable upon payment.

Franchise Fee

You will also be required to sign a Franchise Agreement to operate a Primary Unit. Initial fees related to the Primary Unit are described in our Franchise FDD. The franchise fee includes your license to operate the Business and complete initial training. This fee is uniform and not refundable, in whole or in part, under any circumstances. The initial franchise fee described above is calculated and applied uniformly to all our franchisees. The total estimated initial investment necessary to begin operation of a Primary Unit ranges from $86,600 to $121,500.

Refunds, Different Fees and Financing

The fees described in this Item are fully earned by us when paid and are not refundable under any circumstances. We may reduce, finance, defer or waive the Area Rep Fee if and when we determine, it is warranted by a unique or compelling situation. We generally do not provide financing for the Area Rep Fee. We may do so if and when we determine it is warranted by a unique or compelling situation.

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Item 6
OTHER FEES[1]

Type of Payment	Amount	Due Date	Remarks
Renewal Fee	$10,000 or 25% of the then current franchise fee, whichever is greater	Upon renewal	Payable if you renew your AR Agreement.
Marketing Expenditure[1]	Up to $500 per month; currently none	Monthly	We have the right to require to you spend up to $500 per month on lead generation and other marketing in your territory.
Technology Fee[1]	$200 per month	5th of each month	You will pay this fee directly to us for use of the management operating system. We reserve the right to modify, upgrade, and add other technologies and software. You will be responsible for any increase infees resulting from any upgrades, modification, or additional software.
Non-Compliance Fee	$250 to $500 per week	On demand	We may charge you $500 if your business is not in compliance with our System Standards, the AR Agreement, or the Franchise Agreement, and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Special Support Fee	Our then-current fee, plus our expenses. Currently, $600 per day (per each trainer or support personnel provided)	On demand	If we provide in-person support to you in response to your request, or if we provide support to a franchisee in your territory, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Non-Compliance Cure Costs and Fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Audit/Inspection Costs[2]	Cost of audit and/or inspection	As Required	See Note 2.

Type of Payment	Amount	Due Date	Remarks
Insurance Policies[3]	Cost of insurance	As Required	Payable only if you fail to maintain the minimum insurance we require and we choose to procure the required insurance for you.
Transfer Fee	$25,000, plus any broker fees and other out-of-pocket costs incurred by Franchisor	When transfer occurs	Payable if you sell and/or transfer your business. There is no charge if the AR Business is transferred to a corporation or other entity that you control. There are other conditions that you will need to meet and/or satisfy before we will approve any transfer of your AR Business.
Late Fee and Interest	The lower of: (i) 18% per annum or (ii) the maximum interest rate allowed by law	When amount owed becomes past due	Required whenever a payment to us is made after its due date.
Indemnification[4]	Our costs and losses from any legal action related to the operation of your AR Business	On demand	You will defend suits at your own expense and hold us harmless against suits involving damages resulting from your operation of your AR Business.
Prevailing party's legal costs[5]	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including mediation), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

Notes to Item 6:

1. All fees are payable only to us. All fees are imposed by us and collected by us (other than software subscription charges). All fees are non-refundable. All fees are uniform for all Area Reps, although we reserve the right to change, waive, or eliminate fees for any one or more Area Reps as we deem appropriate. There are currently no marketing cooperatives, purchasingcooperatives, or other cooperatives that impose fees on you. With regards to any interest chargedin connection with the fees set forth in the chart above, the highest interest rate allowed by law inCalifornia is 10% annually.

2. *Audits.* You must maintain accurate business records, reports, accounts, books and data relating to the operation of the AR Business. We and our designees have the right to inspect and/or audit your business records at any time during normal business hours. If any audit reveals that you: (a) improperly allocated revenues and expenses between your Business, Territory Franchiseesor the AR Business and any other business; (b) understated royalty or worldwide creative fee

payments, or local advertising expenditures, by more than 2% for your Business, Territory Franchisees or the AR Business ; or (c) failed to submit timely reports and/or remittances for any two reporting periods within any 12-month period, you must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent we incur such costs), together with amounts due for royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under the AR Agreement.

3. *Insurance.* You must maintain certain amounts and types of insurance in connection with your AR Business, and we reserve the right to obtain this insurance on your behalf if you fail to do so. See Item 8 of this Disclosure Document for our minimum insurance requirements.

4. *Indemnification.* You and your principals agree to indemnify, defend, and hold us, our affiliates, and our respective shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless against and to reimburse the Indemnitees for all claims, including any and all taxes, directly or indirectly arising out of, in whole or in part: (a) your solicitation of prospective franchisees and the provision by you of ongoing services to Territory Franchisees; (b) the operation of the AR Business and any Territory Franchisees, including the use, condition, construction and buildout, equipping, decorating, maintenance, or operation of any training facility or AR Business(es) you may operate now or in the future; (c) your advertising; (d) the use of the Proprietary Marks and other proprietary material; (e) the transfer of any interest in this Agreement or your AR Business(es) in any manner not in accordance with this Agreement; (f) the infringement, alleged infringement, or any other violation or alleged violation by you or your principals of any patent, mark, or copyright, or other proprietary right owned or controlled by third parties; or (g) libel, slander or any other form of defamation of Franchisor, the System, other area representatives or developers operating under the System, by you or any of your principals or employees (the "Claims"). We shall have the right to defend any Claim against us in the manner as we deem appropriate or desirable in our sole discretion. Our defense of any action will not diminish your and each of your principals' obligation to indemnify the Indemnitees and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and regardless of the expiration or termination of the AR Agreement.

5. *Collection Costs, Attorneys' Fees, Interest.* Any late payment or underpayment of fees due to us under the AR Agreement, and any other charges or fees you owe us, will bear interest from the due date until paid. If you are in breach or default of any monetary or non-monetary material obligation under the AR Agreement or any related agreement between you and us, and we engage an attorney to enforce our respective rights (whether or not we initiate formal judicial proceedings), you must pay all reasonable attorneys' fees, court costs, and litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of the AR Agreement and your claim is denied or the action is dismissed, you must reimburse us our reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against the action. We are entitled, under the AR Agreement, to have the costs listed above awarded as part of the judgment in the proceeding.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to
Initial Area Representative Fee[1]	$250,000	Lump sum by check or wire transfer	Upon signing Area Representative Agreement	Franchisor
Rent, Utilities, Leasehold Improvements, Furniture, and Fixtures[2]	$1,000 - $4,000	As agreed	Upon signing lease	Landlord
Computer, Software, Smartphone, and Office Equipment[3]	$1,500 - $3,000	Lump sum by check or wire transfer	Upon signing Area Representative Agreement	Franchisor
Insurance Policies[4]	$500 - $3,000	As supplier requires	Upon ordering	Insurance Company
Peripheral Office Supplies[5]	$500 - $1,000	As supplier requires	As incurred	Vendors
Licenses, Permits, & Professional Fees[6]	$3,000 - $7,000	As agreed	As incurred or when billed	Government agencies and third parties
Travel, Lodging, & Meals for Initial Training[7]	$0 - $4,000	As agreed	As incurred	Third parties
Additional Funds 3 months[8]	$20,000 - $40,000	As agreed	Varies	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT[9]	$276,500 - $312,000			

*Unless otherwise noted below, the expenses listed above are non-refundable.

Notes to Item 7:

1. *Initial Area Representative Fee*. You must pay an Area Representative Fee upon signing the Area Representative Agreement, which is currently $250,000. See Item 5 for further information.

2. *Rent, Utilities, Leasehold Improvements, Furniture, and Fixtures.* We estimate rent and related costs to be low because we expect you will initially operate from a coworking space, or from your existing office. Rent expense for a facility from which to operate the AR Business will vary, based on the market, location demand, square footage, age and condition of the structure, lease arrangements, leasehold improvements, and other such factors.

3. *Computer, Software, Smartphone, and Office Equipment.* We initially require you to have at least a mobile device, such as a tablet or smartphone, with internet access. We also require a computer which must have Microsoft Word. A device (can be smartphone or computer) with an approved email and/or text messaging function, and an approved basic accounting and invoicing program. You must also have a printer and scanner. Your devices must be in good, working order, with sufficient memory to carry out ordinary business functions, as provided in the Manuals. We will not have independent access to your devices, but we reserve the right to require such access in the future and to conduct periodic audits of any accounting records contained in such hardware.

4. *Insurance.* You must purchase and maintain insurance in the types and amounts described in the Franchise Agreement or the Manuals. This estimate covers three months' premiums for commercial general liability, errors and omissions, workers' compensation, and business automobile liability insurance. Your cost of insurance may vary depending on the insurer, the location of your AR Business, your credit, your claims history, and other factors. You must provide certificates of insurance evidencing coverage to us on an ongoing basis.

5. *Peripheral Office Supplies*. To operate the office, you must have supplies that are typical of an office setting, including but not limited to pens, pencils, notepads, post-it notes, folders/files, etc.

6. *Licenses, Permits, and Professional Fees.* This estimate includes the cost of acquiring business licenses and permits, as well as estimated costs for professional advisors (like an attorney and an accountant) for the initial review and advice consistent with the start-up of an AR Business. Your costs will vary depending upon the location of your AR Business.

7. *Travel, Lodging, and Meals for Initial Training.* There is no tuition or fee for initial training for up to three of your owners/members and one key employee for a maximum total of four unpaid attendees. You are, however, responsible for making arrangements, and paying the expenses for any persons attending the training program including, without limitation, transportation, lodging, meals and wages. The amount expended will depend, in part, on the distance you must travel and the type of accommodation you choose. The estimate provided contemplates virtual training on the lowest cost and the training of two (2) people for seven (7) days at the highest cost.

8. *Additional Funds.* These amounts are the minimum recommended levels to cover operating expenses, such as payroll, additional inventory, and other operating expenses in excess of income generated by the AR Business for three (3) months. ~~However, we cannot guarantee that such an amount will be sufficient.~~ Additional working capital may be required if sales are low or fixed costs are high. The disclosure laws require us to include this estimate of all costs and expenses to operate your franchise during the "initial phase" of your AR Business, which is defined as three months or a longer period if "reasonable for the industry". We are not aware of any established longer reasonable period for a Business, so our disclosures cover a three-month period.

If you use a vehicle for your AR Business, it must be in good, working condition with no major scratches, dents, or body damage. We must approve your vehicle before using it for your AR Business. You may purchase a vehicle wrap or other marketing decals for your vehicle. The design you use must be approved by us. This chart does not include estimate pricing for purchasingor leasing a vehicle, wrapping your vehicle, or making other modifications or enhancements to your vehicle. We reserve the right to revoke our approval of your vehicle at any time.

9. *Refundability/Financing.* None of the estimated expenditures listed in the table are refundable, except (i) utility deposits are usually refundable, and (ii) lease security deposits may be refundable. We do not offer, directly or indirectly, financing for any of the above expenditures. See Item 10.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your AR Business in strict conformance with our System Standards, and specifications which we prescribe in our AR Agreement, as well as our Manuals. We may change our methods, standards, and specifications at our sole discretion. The AR Operations Manual covers nearly all aspects of your AR Business, such as establishing the business, personnel, administrative procedures, and marketing. You must ensure your compliance with all federal, state, and local laws and regulations and must obtain our prior written consent before changing any of our standards or specifications for establishing and operating an AR Business to comply with applicable laws and regulations.

You must operate your AR Business in a manner that will enhance the image intended by us for the System. We reserve the right to formulate and modify our standards and specifications for operating an AR Business. Our standards and specifications are described in the ARAgreement, the Manuals, and other written documents. We have the right, under the ARAgreement, to change the standards and specifications applicable to operation of the AR Businessby written notice to you or through changes in the Manuals. You may incur an increased cost to comply with these changes at your own expense; however, no change will materially alter your fundamental rights under the AR Agreement.

Workspace

While you will be able to operate this business from a home office, we require that you acquire, at minimum, a coworking space or alternative office arrangement to meet with your team, increase visibility and improve marketing for your AR Business.

Advertising

We must approve all advertising before first publication or use. Our advertising requirements are discussed more fully in Item 11 of this Disclosure Document.

Insurance

You must obtain insurance as described in the Area Rep Agreement and in our Manuals, which includes (i) commercial general liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) errors and omissions coverage in an amount not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (iii) business automobile liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount not less than $1,000,000, and (iv) workers' compensation coverage as required by state law. Your insurance policies must add us and our affiliates as additional insured.

Computer Software

You must purchase and use the computer software that we specify. See Item 11 for more details.

Contractors and Installers

The Development Outlets that either Party sells, which you support within your AR Development Area, must use our approved contractors and service providers for any solar project installation work.

Financing Sources

The Development Outlets that either Party sells, which you support within the AR Development Area, must use our approved sources and lenders which will finance the installation and sales of the solar products and services you offer to customers.

Us or our Affiliates as Supplier

We will provide the following services that you must purchase directly from us;

- Web application and website for consumer portal. The application and website are included in the Technology Fee you pay to us.

- Online marketing services such as SEO, SEM, pay per click campaign management, customer relationship management software, and call center leads and appointment setting services are offered through our affiliate.

Ownership of Suppliers

Some of our officers own equity in Solar Grids®, an approved supplier. We and our affiliates reserve the right to become approved suppliers of any products or services.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manuals.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manuals and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revisingour Manuals and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after discussion with our area representatives.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your AR Business are 80% to 90% of your total purchases and leases to establish your AR Business.

We estimate that the required purchases and leases of goods and services to operate your AR Business are 85% to 95% of your total purchases and leases of goods and services to operate your AR Business.

Payments by Designated Suppliers to Us

We currently receive a payment equal to 11% commission from the designated marketing services provider for Development Outlets that continue using the marketing services beyond what is included by the Market Intro Fee. We reserve the right to receive additional payments, rebates, allowances, and kickbacks from third-party vendors. Neither the AR Agreement nor Franchise Agreement prohibits us from doing so.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative for area representatives currently exists.

Negotiated Arrangements

We currently do not have negotiated purchase arrangements with suppliers, including price terms, for the benefit of area representatives.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services and your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Area Representative Agreement. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

OBLIGATION	SECTION IN AR AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	N/A	Item 11
b. Pre-opening purchases/leases	§9.9	Items 6, 7, 8, and 11
c. Site development and other pre-opening requirements	N/A	Items 7, 8, and 11
d. Initial and ongoing training	§6.2, §9.10	Items 6, 7 and 11
e. Opening	N/A	Items 7 and 11
f. Fees	§4.1, §4.2, §5.8, §11.8, §17.2	Items 5, 6, 7, and 11
g. Compliance with standards and policies/Operations Manual	§4.2, §6.4, Article 8, §9.1, §9.2, §12.1, §14.2	Items 8, 11, and 14
h. Trademarks and proprietary information	Article 12	Items 13 and 14
i. Restrictions on products/ services offered	Article 8	Items 8, 11, and 16
j. Warranty and customer service requirements	Article 9	Items 8 and 16
k. Territorial development and sales quotas	Article 7	Item 12
l. Ongoing product/service purchases	N/A	N/A
m. Maintenance, appearance, and remodeling requirements	N/A	N/A
n. Insurance	§9.4	Items 6, 7, and 8
o. Advertising	§8.7, §9.5	Items 6, 7, 8 and 11

OBLIGATION	SECTION IN AR AGREEMENT	DISCLOSURE DOCUMENT ITEM
p. Indemnification	§12.3, Article 16	Item 6
q. Owner's participation/ management/staffing	§2.4, §6.2, §9.12	Item 15
r. Records and reports	§9.5 and Article 10	Item 11
s. Inspections and audits	§10.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	N/A	Item 17
v. Post term obligations	Article 13, §14.3	Item 17
w. Noncompetition covenants	Article 13	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

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

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Obligations

Before you open your AR Business:

1. *Solar Grids® Agreements.* We will provide you with our standard forms of Franchise FDD and our standard forms of Solar Grids® Agreements (as defined in Item 1 above), which we will prepare and provide to you at your own expense and may modify periodically.

2. *Your site.* We may, but are not required to, assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises.

3. *Hiring and training employees.* We may, but are not required to, assist you with hiring and training employees before you open for business. We require you to hire a solar expert

to assist in providing regional training and support in your AR Development Area. All hiring decisions and conditions of employment are your sole responsibility.

4. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We may assist you in obtaining equipment, signs, fixtures, opening inventory, or supplies necessary to open your business. We do assist Territory Franchisees within your AR Development Area in obtaining equipment, signs, fixtures, opening inventory and supplies necessary to operate the Business. (If you chose to warehouse or store inventory, you would purchase through us, but a majority of equipment or inventory sales will be sold directly to the Territory Franchisees. We do not provide these items directly. We do not deliver or install these items.

5. *Area Representative Manual.* We will give you access to our Area Representative Manual.

6. *Initial Area Representative Training Program.* We will conduct our initial training program. The current initial training program is described in this Item below.

Length of Time to Open

The typical length of time between signing the AR Agreement and the opening of your business is 1-2 months. The primary factor that may affect the time period is scheduling your initial training.

Our Ongoing Obligations

After you open your AR Business:

1. *Payment of Initial Franchise Compensation.* We will pay you a monthly amount equal to (i) 25% of the initial franchise fee (as defined in the applicable Franchise Agreement) paid to us for Franchised Units located in the AR Development Area for Prospects that you identified and led through the Sales Process to closing during the previous month; and (ii) upon each Franchised Unit in your AR Development Area acquiring its first ten (10) customers, we will make a $12,500 payment.

2. *Payment of Royalty Compensation.* We will pay you a monthly amount equal to 5% of the total amount of Gross Profits that we receive from all Territory Franchisees in the previous month (the "Royalty Compensation"). "Gross Profits" is equal to the profit after deducting the direct expenses. You must participate in our then-current electronic funds transfer and reporting program(s). All fees owed and any other amounts designated by us must be received or credited to our account by pre-authorized bank debit by 5:00 p.m. on or before the applicable due date. Your AR Business may be located in a jurisdiction whose taxing authority will subject us to tax assessments on payments you submit to us for the fees and other contributions. Under such circumstances, you will be required to adjust, or "gross up" your payment to us to account for these taxes.

3. *Develop products or services you will offer to your customers.* The AR Agreement does not obligate us to assist you in developing new products or services you will offer to your customers.

4. *Hiring and training employees.* We may, but are not required to, assist you with hiring and training employees after you open for business. We require you to hire a solar expert to assist in providing regional training and support in your AR Development Area. All hiring decisions and conditions of employment are your sole responsibility.

5. *Improving and developing your Business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your AR Business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support to you in response to your request, or if we provide support to a Territory Franchisee, we may chargea fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and mealsfor our employees providing onsite support).

6. *Establishing prices*. We will determine the fees that we charge to Territory Franchisees to all other franchisees in the System.

7. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control. We may make any such procedures part of required (and not merely recommended) procedures for our system.

8. *Franchise Documentation.* We will maintain our Franchise FDD and any applicable registrations to offer Territory Franchisees in your AR Development Area.

9. *Referrals.* We may refer to you information received from qualified Prospects in your AR Development Area. However, pursuant to the terms of the AR Agreement, we reserve the right to sell all broker/network leads as defined in the AR Agreement.

10. *Awarding Franchises.* We will evaluate each Prospect in your AR Development Area that completes our application process, and we will decide whether or not to grant a Franchise to each such Prospect.

11. *Website.* We will maintain a website to market the Business to Prospects utilizing the Solar Grids® mark.

12. *Initial Training.* We will provide our standard initial training program (at our expense) to new Territory Franchisees in your AR Development Area.

13. *Training by You.* You must provide to Territory Franchisees any additional training programs at your Primary Unit or at a Territory Franchisee's location that we require from time to time in the Manuals or otherwise in writing in accordance with the System Standards. If, in our sole judgment, you fail to properly train your Territory Franchisees in accordance with our System

Standards, we may charge you a fee due on receipt of invoice, require you to forfeit any related initial franchise fees, and require you and designated trainees to attend AR Training at your expense again.

Advertising

1. *Our obligation.* We will maintain a website to market the Business to Prospects utilizing the Solar Grids® mark. The AR Agreement does not obligate us to conduct advertising.

2. *Your own advertising material.* You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposedadvertising or marketing material at least 14 days prior to use. If we do not respond, the materialis deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

3. *Advertising council.* We do not have an advertising council composed of area representatives; however, we reserve the right to do so in the future. If we choose to do so, we will provide 30 days' written notice.

4. *Local or Regional Advertising Cooperatives.* We do not have any local or regional advertising cooperatives for area representatives; however, we reserve the right to do so in the future. If we choose to do so, we will provide 30 days' written notice.

5. *Marketing Fund.* We do not have a Marketing Fund for area representatives; however, we reserve the right to do so in the future. If we choose to do so, we will provide 30 days' written notice.

Computer Systems

You will need to own a computer with typical office software (such as word processing and spreadsheets) and email, but we do not specify any particular type. We do not have access to your computer.

Operations Manual

The Table of Contents for our Operations Manual can be found in Exhibit E of this Disclosure Document.

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Training Program

Our training program consists of the following:

Subject	Virtual/Classroom Training	On-The-Job Training at Your Location
Establishing the Area Representative Business - Legal Compliance - Basics of the Model - Our Relationship - Goals and Targets	4	2
The Business and Background - History of Solar - Culture of Solar Grids - Business Model (Franchised Unit and your Area Representative Franchise) - Customers - Financial Model	8	8
Solar Grids Equipment and Systems - Equipment - Vendors - Technology - Maintenance	8	8
Marketing and Sales - Promoting the Franchise - Closing Franchise Sales - Managing Relationships - Franchised Unit Marketing and Sales – Coaching and Mentoring	8	8
Operations and Management - Overseeing Franchise Operations - Supporting new Franchisees - Training - Systems	8	8
Execution and Implementation	2	2
TOTALS:	38 Hours	36 Hours

Training classes will be scheduled in accordance with the needs of new Area Representatives. We anticipate holding training classes ten to fifteen times per year. Training will be held virtually or at our offices and business location in Lincoln, Nebraska. Training classes will also be led or supervised by Jeramie Rose. His experience is described in Item 2. Mr. Rose has 7 years of experience in our industry, and 5 years of experience with us or our affiliates.

The instructional materials consist of the Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

You must attend the Area Rep training as well as the required training in the Franchise Agreement. You may send 3 additional people to training. You must complete training to our satisfaction at least one week before opening your business. There is no fee for up to four (4) people to attend training. You must pay the travel and living expenses of people attending training. We do not currently require additional training programs or refresher courses, beyond what is contractually obligated in both the Franchise Agreement and AR Agreement, but we have the right to do so.

Item 12
TERRITORY

Approved Location and Relocation

The AR Agreement grants you the right to act as our independent representative to coordinate the development of an exclusive AR Development Area by: (i) recruiting Prospects to operate Businesses under the Proprietary Marks; (ii) providing initial and continuing operational and supervisory assistance to Territory Franchisees within the AR Development Area; and (iii) otherwise administering the System within the AR Development Area.

Your AR Agreement will specify an exclusive territory, previously defined as the AR Development Area. We will establish your territory at the time you sign your AR Agreement with us. Your AR Development Area will have a population of approximately 5,000,000 people consisting of up to 20 local Franchised Units and will usually be specified as a radius around your Primary Unit; however, we may use other boundaries (such as zip codes, county lines or other political boundaries, streets, geographical features, or trade areas). The continuation of your territorial protection does depend on achieving a certain sales volume. We reserve the right to modify your territorial rights, however, as long as you are in compliance with the AR Agreement, we and our affiliates will not modify your AR Development Area. You will be permitted to service customers regardless of their location who are located outside of the Area Development Area but will be restricted to soliciting customers from within your AR Development Area.

You may relocate your business at any time, so long as you remain in your AR Development Area.. You do not have the right to change your AR Development Area.

You have the right to establish additional Businesses by entering into additional Franchise Agreements and paying the initial franchise fee for each Business. You do not have the right to expand outside your AR Development Area without written permission from Solar Grids LLC.

We may, in our sole discretion, refer to you leads that we obtain for Prospects who would like to operate Businesses in the AR Development Area. If we refer a Prospect to you, you must lead the Prospect through the entire Sales Process to its conclusion. You will not receive any compensation for the sale of Businesses outside of your AR Development Area. You acknowledge that we may use, or authorize others to use, certain Brokers, but restrict you from using the same

ones. You must refer to us any inquiries from individuals or entities regarding the establishment of Businesses outside of the AR Development Area. If you identify any Prospect(s) who would like to operate Businesses in the AR Development Area, you must lead such Prospects through the entire Sales Process to its conclusion, unless you request our assistance in writing, and we agree to lead such Prospects through the Sales Process. We will not refer Prospect leads that we receive from Brokers to you. You must not engage or utilize any brokers for any reason without our prior written approval, which we may withhold in our sole discretion.

We are restricted from soliciting or accepting orders from consumers inside your AR Development Area unless you fail to meet minimum performance standards as outlined in your AR Agreement. We may solicit or accept orders through alternative channels of distribution as defined below.

You do not receive any options, rights of first refusal, or similar rights to acquire additional AR Businesses without permission from Solar Grids LLC.

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the AR Agreement does not prohibit us from doing so.

Alternative Channels of Distribution

Certain products or services from our affiliates, whether currently existing, in research and development, or developed in the future, may be distributed in your AR Development Area by us or our affiliates, or our franchisees, licensees or designees, in the manner and through such channels of distribution as we determine at our sole discretion. Alternate channels of distribution include, but are not limited to, sale of products on the Internet or other retail outlets, mail order catalogs, direct mail advertising, or other distribution methods, without regard to location. You are granted no rights,

(i) to distribute the products as described in this paragraph; or

(ii) to share in any of the proceeds from our activities through alternate channels of distribution.

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Item 13
TRADEMARKS

Principal Trademark

The following is the principal trademark that we license to you. This trademark is owned by our parent company Hexeton Energy Inc.

Trademark	Registration Date	Identification Number
SOLAR GRIDS®	December 1, 2020	6,213,050

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending, material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the System.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The AR Agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. Neither the AR Agreement nor the Franchise Agreement requires us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the AR Agreement, then:

(i) we will defend you (at our expense) against any legal action by a third-party alleging infringement by your use of the trademark, and

(ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the AR Agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Manuals as well as all other sales, training, management, and other materials that we have created or will create. You may use these copyrighted materials during the term of the AR Agreement, in a manner consistent with our ownership rights, solely for your AR Business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The AR Agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify an Area Rep for expenses or damages in a proceeding involving a copyright licensed to the Area Rep or Territory Franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Operations Manual, methodologies, processes, and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Operations Manual and other proprietary information, and you must use our confidential information only for your AR Business. We may require your General Managers and key employees to sign confidentiality agreements.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You are required to participate personally in the direct operation of your AR Business although not necessarily full time.

If you are the sole owner of the AR Business, then you are deemed the Principal Executive. If the business is an entity, as defined in Item 1 of this Disclosure Document, you must designate one person as your Principal Executive. The Principal Executive is the executive primarily responsible for your AR Business and has decision-making authority on behalf of the AR Business. The Principal Executive must own at least 10% of the AR Business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your AR Business is owned by an entity, all owners of the AR Business must sign our Guaranty and Non-Compete Agreement.

When your AR Business performs services for a Territory Franchisee, we may require the Principal Executive to personally conduct “on-premises” supervision.

If we request, you must have your General Manager and other employees sign a Confidentiality and Non-Compete Agreement. We do not require you place any other restrictions on your General Manager.

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Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You will act as our Area Rep in the marketing of Territory Franchisees in your AR Development Area and soliciting Prospects in your AR Development Area. In all Territory Franchise sales and support activities, you must follow our procedures and all laws and regulations. We (and not you) enter into the franchise agreement with Territory Franchisees in your AR Development Area. We do not restrict your access to Prospects in your AR Development Area, except we do restrict your ability to work with brokers, pursuant to the terms of the AR Agreement.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE AREA REPRESENTATIVE RELATIONSHIP

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

Provision	Section in Area Representative Agreement	Summary
a. Length of the area representative license term	§3.1	10 years from date of the AR Agreement
b. Renewal or extension of the term	§3.2	You may obtain a successor AR Agreement for one additional 10-year term.
c. Requirements for you to renew or extend	§3.2	For our system, "renewal" means that at the end of your term, you sign our successor AR Agreement for one additional 10-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance; sign then-current form of AR Agreement; pay renewal fee; agree to reasonable additional development schedule; sign general release (unless prohibited by applicable law).
d. Termination by you	§14.1	If we fail to make payments we owe to you and do not cure such failure within 30 days after notice from you; if we violate a material provision of the AR Agreement and fail to cure or to make substantial progress toward curing the violation within 60 days after notice from you.
e. Termination by us without cause	Not Applicable	

Provision	Section in Area Representative Agreement	Summary
f. Termination by us with cause	§14.2	We may terminate your AR Agreement for cause, subject to any applicable notice and cure opportunity.
g. "Cause" defined--curable defaults	§14.2	Violate AR Agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	§14.2	Misrepresentation when applying to be an Area Rep; knowingly submitting false information; bankruptcy; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; cease operations for more than 15 consecutive days; charged or accused of an act that reflects unfavorably on brand or convicted or pleads no contest to a felony; slander or libel of us or a franchisee; failure to meet minimum development schedule; three defaults in 12 months; cross-termination; termination of another agreement between you (or your affiliate) and us (or our affiliate).
i. Area Rep's obligations on termination/ non-renewal	§14.3	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business.
j. Assignment of Agreement by us	§15.1	Unlimited
k. "Transfer" by you - defined	Article 1	For you (or any owner of your AR Business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the AR business, (ii) the AR Agreement, (iii) direct or indirect ownership interest of any portion of the AR Business, or (iv) control of the AR Business.
l. Our approval of transfer by you	§15.2	No transfers without our approval.
m. Conditions for our approval of transfer	§15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer signs our then-current AR Agreement and its owners sign guaranty; you are in compliance with the AR Agreement; buyer completes training program; you sign a general release.
n. Our right of first refusal to acquire your business	§15.4	If you want to transfer your business, we have a right of first refusal.
o. Our option to purchase your business	Not Applicable	

Provision	Section in Area Representative Agreement	Summary
p. Your death or disability	§2.4, §15.3	If you die or become incapacitated, a new Principal Executive acceptable to us must be designated to operate the AR Business, and your executor must transfer the AR Business to a third party within nine months.
q. Non-competition covenants during the term of the Agreement	Article 13	Neither you, any owner of the AR Business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	Article 13	For two years, no ownership or employment by a competitor operating in your former AR Development Area, or the AR Development Area of any AR Business operating on the date of termination.
s. Modification of the Agreement	§18.4	No modification or amendment of the AR Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manuals or system specifications.
t. Integration/Merger clause	§18.3	Only the terms of the AR Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and AR Agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution	Article 17	All disputes are resolved by mediation or arbitration (subject to applicable state law).
v. Choice of forum	§17.1, §17.9	Mediation or Arbitration will take place where our headquarters are located (currently, Lincoln, Nebraska) (subject to applicable state law). Any legal proceedings not subject to mediation will take place in the District Court of the United States, in the district where our headquarters are then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters are then located (subject to applicable state law).
w. Choice of law	§17.1	Nebraska (subject to applicable state law).

Item 18
PUBLIC FIGURES

We do not use any public figures to promote the sale of our franchises.

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 an Area Rep'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 Larry Schroder at 151 N. 8th Street Suite 534, Lincoln NE 68508 and 402-417-2828, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide AR Business Summary
For Years 2018-2020

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Area Representatives	2018	0	0	-
	2019	0	0	-
	2020	0	0	-
Company-Owned	2018	0	0	-
	2019	0	0	-
	2020	0	0	-
Total Outlets		0	0	-

Table 2
Transfers of Outlets from Area Representatives to New Owners (other than the Franchisor) For Years 2018-2020

State	Year	Number of Transfers
Nebraska	2018	0
	2019	0
	2020	0
Total		0

Table 3
Status of Area Representative Outlets For Years 2018-2020

State	Year	Outlets at the Start of the Year	Outlets Opened	Termi-Nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
NE	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Totals		0	0	0	0	0	0	0

Table 4
Status of Company-Owned Area Representative Outlets For Years 2018-2020

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
NE	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Totals		0	0	0	0	0	0

Table 5
Projected Openings As Of December 31, 2020

State	Area Representative Agreements Signed But Outlet Not Opened	Projected New Area Representatives In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
California	0	3	0
Texas	0	3	0
Georgia	0	2	0
Florida	0	2	0
Iowa	0	1	0
Illinois	0	1	0
Totals	0	12	0

If you buy this AR Business, your contact information may be disclosed to other buyers when you leave the System. In some instances, current and former area representatives sign provisions restricting their ability to speak openly about their experience with our System. You may wish to speak with current and former area representatives but be aware that not all such area representatives will be able to communicate with you.

List of Current Area Representatives

Exhibit F contains the names of all current area representatives (as of June 2021) and the address and telephone number of each of their outlets.

List of Terminated Area Representatives

The following is a list of the area representatives who have had an AR Business terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under an AR Agreement during the most recently completed fiscal year or who have not communicated with Solar Grids LLC within 10 weeks of the application date: Currently there are none.

Confidentiality Clauses

In the last three fiscal years, no area representatives have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former Area Representative from discussing his or her personal experience as an area representative in our system with any Prospect.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our System.

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission.

Attached in Exhibit D, you will find our audited financial statements as of December 31, 2021. Our fiscal year ends December 31.

Item 22
CONTRACTS

Exhibit C of this Disclosure Document contains all contracts proposed for use or in use regarding the offer of our Area Representatives, including the following agreements:

Exhibit C – Area Representative Agreement with attachments
- Attachment 1 – Minimum Development Schedule
- Attachment 2 – State Addenda
- Attachment 3 – Covenant of Owners
- Attachment 4 – Electronic Funds Transfer Authorization Form
- Attachment 5 – Confidentiality and Restrictive Covenants
- Attachment 6 – Conditional Assignment of Telephone Numbers
- Attachment 7 – Area Representative Questionnaire / Compliance Certification
- Attachment 8 – Guaranty
- Attachment 9 – Transfer to a Corporation, LLC, or other Entity

Exhibit G – Franchise Agreement with attachments
- Attachment 1 – Ownership Information
- Attachment 2 – Guaranty and Non-Competition Form
- Attachment 3 – General Release
- Attachment 4 – Franchisee Questionnaire / Compliance Certification
- Attachment 5 – Electronic Funds Transfer Authorization

Item 23
RECEIPTS

Exhibit I of this Franchise Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Franchise Disclosure Document by a prospective area representative. You should sign both copies of the Receipt. **You should retain one signed copy for your records and return the other signed copy to us.**

EXHIBIT A

STATE-SPECIFIC ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT AND AREA REPRESENTATIVE AGREEMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

OUR WEBSITE (www.solargrids.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT http://www.dfpi.ca.gov.

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

ITEM 3 – LITIGATION

1. Neither the Franchisor, nor any person identified 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

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. The Area Representative Agreement contains a provision that is inconsistent with the law, the law will control.

2. The Area Representative 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 Area Representative Agreement contain provisions requiring application of the laws of Nebraska. This provision may not be enforceable under California law.

4. The Area Representative Agreement require venue to be limited to Nebraska. This provision may not be enforceable under California law.

5. The Area Representative Agreement contains covenants not to compete which extends beyond the termination or non-renewal of the franchise. These provisions may not be enforceable under California law.

6. THE AREA REPRESENTATIVE AGREEMENT MAY REQUIRE THE FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON EXECUTION OF THE AREA REPRESENTATIVE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

7. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Area Representative Agreement.

8. 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.

9. The Area Representative Agreement requires mediation and binding arbitration. The mediation and binding arbitration will occur in Lancaster County, Nebraska. The prevailing party may be entitled to recover reasonable attorney's fees and litigations costs and expenses in connection with the arbitration. 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.

CONNECTICUT ADDENDUM TO DISCLOSURE DOCUMENT

DISCLOSURES REQUIRED BY CONNECTICUT LAW

The state of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

THESE FRANCHISES WILL HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for Solar Grids LLC in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

> This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the Disclosure Document.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

Illinois law governs the Disclosure Document and Area Representative Agreement(s).

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

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

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

INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Area Representative Agreement will be governed by Indiana law, rather than Nebraska law, as stated in the Area Representative Agreement and the venue for litigation will not be limited to Nebraska.

2. The prohibition by Indiana Code 23-2-2.7-1 (7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Area Representative Agreement, shall supersede any conflicting provisions of the Area Representative Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

3. No release language set forth in the Area Representative Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. Any post-term non-competition covenants will be limited in their geographic scope so as not to extend beyond the Area Representatives exclusive territory.

5. Provisions of the Area Representative Agreement which are in direct conflict with the laws of the State of Indiana concerning franchising will not relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede such provision of Nebraska law if such provision is in conflict with Indiana law.

6. You will not be required to indemnify us and the other Indemnities for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.

7. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

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

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

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

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

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

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

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

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

(i) The failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.

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

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the Franchisor or to

cure any default in the Franchise Agreement existing at the time of the proposed transfer.

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

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

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN.: FRANCHISE, 525 WEST OTTAWA ST., LANSING, MICHIGAN 48933, (517) 335-7567.

MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Disclosure Document, or the Area Representative Agreement, the following provisions will supersede and apply:

ITEM 13 - TRADEMARKS

1. We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

2. No release language set forth in the Area Representative Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Area Representative Agreement.

4. Under the terms of the Area Representative Agreement, as modified by the Minnesota Addendum, you agree that if you engage in any non-compliance with the terms of the Area Representative Agreement or any Franchise Agreement, or unauthorized or improper use of the Solar Grids® System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Disclosure Document or Area Representative Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

ITEM 2 - BUSINESS EXPERIENCE

Item 2 of the Disclosure Document lists the directors, principal officers and other executives who will have management responsibility in connection with the operation of the franchisor's business relating to the franchises offered by this Disclosure Document, with a statement for each regarding his principal occupations over the past five years.

ITEM 3 – LITIGATION

Neither Franchisor, its affiliates, nor any person named in Item 2 above has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither Franchisor, its affiliates, nor any person named in Item 2 above 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 a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding, if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither Franchisor, its affiliates, nor any person named in Item 2 above is subject to any currently effective injunctive or restrictive order or decree relating to franchises in general or the franchise offered hereby or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

ITEM 4 – BANKRUPTCY

Neither Franchisor, nor any predecessor, affiliate, officer or general partner of them has, during the ten year period immediately preceding the date of this Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or, (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of Franchisor held this position in the company or partnership.

ITEM 5 – INITIAL FEES

1. The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

2. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

   You may terminate the agreement on any grounds available by law.

3. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

   However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

4. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

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

5. Any requirements of the Area Representative Agreement that you consent to the entry of an injunction prohibiting any breach by you of your obligations under the Franchise Agreement are modified in the State of New York to provide only that you consent to the seeking of such an injunction.

6. The following sentence is added at the end of the section entitled "**Modifications To System**" in Item

17 of the Franchise Disclosure Document:

However, any new or different requirement set forth will not unreasonably increase your obligations or place an excessive economic burden on your operations.

NORTH CAROLINA ADDENDUM TO DISCLOSURE DOCUMENT

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45-days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In North Dakota, the Disclosure Document is amended as follows to conform to North Dakota law:

1. Item 17(c) "**Requirements for Franchisee to Renew or Extend**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which requires the franchisee to sign a general release upon renewal of the Franchise Agreement is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

2. Item 17(r) "**Non-competition Covenants**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement restricting competition is contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust or inequitable within the intent of Section 51-09-09 of the North Dakota Franchise Investment Law".

3. Item 17(u) "**Dispute Resolution**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which provides that the parties agree to an arbitration or mediation of disputes which place at a location that is remote from the site of Franchisee's business is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

4. Item 17(v) "**Venue**" of the Disclosure Document is amended to provide as follows: "Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota."

5. Item 17(w) "**Governing Law**" is amended to provide as follows: "Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Rhode Island.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

§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 this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

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

Additional Disclosure: The following statements are added to Item 17:

> 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 do not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

INDIANA ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Representative Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Area Representative Agreement will be governed by Indiana law. Venue for litigation will not be limited to a venue outside of the State of Indiana, as specified in the Area Representative Agreement.

2. The prohibition by Indiana Code 23-2-2.7-1 (7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Area Representative Agreement, shall supersede any conflicting provisions of the Area Representative Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

3. No release language set forth in the Area Representative Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. The post-termination non-competition covenants set forth in the Area Representative Agreement shall be limited in time to a maximum of three (3) years and in geographic scope to the designated territory granted by the Agreement.

5. Nothing in the Area Representative Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede any conflicting choice of law provisions set forth herein if such provision is in conflict with Indiana law.

6. You will not be required to indemnify us and the other Indemnities for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.

7. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

8. This Addendum will only have effect if the Area Representative Agreement, and/or the relationship between you and the Franchisor satisfy all of the jurisdictional requirements of the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act, without considering this Addendum. Except as modified by this Addendum, the Area Representative Agreement remains unmodified and in full force andeffect.

FRANCHISEE	FRANCHISOR:
	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____
Date: _____	Date: _____

ILLINOIS ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

This Addendum amends the Area Representative Agreement dated_____between Solar Grids LLC, a Nebraska limited liability company, ("Franchisor") and_____, a_____("Franchisee" or "your").

Illinois law governs the Disclosure Document and Area Representative Agreement.

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

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

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

This Addendum will only have effect if the Area Representative Agreement, and/or the relationship between you and the Franchisor satisfy all of the jurisdictional requirements of the Illinois Franchise Disclosure Act, without considering this Addendum. Except as modified by this Addendum, the Area Representative Agreement remains unmodified and in full force and effect.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____
Date: _	Date: _
_____	_____

MINNESOTA ADDENDUM TO THE AREA REPRESENTATIVE AGREEMENT

In recognition of the Minnesota Franchise Law, Minn. Stat. §§ 80C.01-80C.22 and the Rule and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, the parties agree to modify the Area Representative Agreement as follows:

1. Releases.

Notwithstanding anything to the contrary set forth in this Agreement, the Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposedby Minnesota Statute §§ 80C.01-80C.22, provided that foregoing shall not bar the voluntary settlement of disputes.

2. Term and Successor Area Representative Agreement, Default and Termination.

Notwithstanding anything to the contrary set forth in this Agreement, Franchisor will comply with Minnesota Statutes Clause 80C.14 Subdivision 3, 4, and 5, which require, except in certain cases, that Minnesota Franchisees be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Area Representative Agreement.

3. Licensed Marks.

Franchisor will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the same provided that your use is in accordance with the requirements of the Area Representative Agreement and the System..

4. Time Limit on Filing.

Notwithstanding anything to the contrary set forth in this Agreement, any claim or action arising out of or relating to the Minnesota Franchise Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

5. Jurisdiction and Venue.

Nothing in this Agreement will abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Stat. §80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes.

6. Under the terms of the Area Representative Agreement, as modified by this Addendum, you agree that if you engage in any non-compliance with the terms of the Area Representative Agreement or unauthorized or improper use of the Solar Grids System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

7. This Addendum will only have effect if the Area Representative Agreement, and/or the relationship between you and the Franchisor satisfy all of the jurisdictional requirements of Minnesota Statutes §§

80C.01-80C.22 without considering this Addendum. Except as modified by this Addendum, the Area Representative Agreement remains unmodified and in full force and effect.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name: _____	Name: _____
Title:_____	Title:_____
Date: _____	Date: _____

NEW YORK ADDENDUM TO THE AREA REPRESENTATIVE AGREEMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties agree to modify the Area Representative Agreement as follows:

1. Any provision in the Area Representative Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

2. Releases. The release of claims set forth in this Agreement does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. Assignment by Franchisor. Notwithstanding anything to the contrary set forth herein, Franchisor will not assign its rights under the Area Representative Agreement except to an assignee who in Franchisor's good faith judgment is willing and able to assume Franchisor's obligations under the Area Representative Agreement.

4. Termination by Franchisee. Notwithstanding anything to the contrary set forth herein, you may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. Governing Law. Notwithstanding anything to the contrary set forth herein, the New York General Business Law shall govern any claim arising under that law.

6. This Addendum will have effect only if the Area Representative Agreement and/or the relationship between Franchisor and you satisfy all of the jurisdictional requirements of New York General Business Law, without considering this Addendum. Except as expressly modified by this Addendum, the Area Representative Agreement remains unmodified and in full force and effect

FRANCHISEE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name: _____	Name: _____
Title:_____	Title:_____
Date: _____	Date: _____

RHODE ISLAND ADDENDUM TO AREA REPRESENTATIVE AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Representative Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Rhode Island.

1. Governing Law. The Area Representative Agreement is amended, in relevant part to reflect the following:

Notwithstanding anything to the contrary set forth herein, Rhode Island law governs any claim arising under the Rhode Island Franchise Investment Act.

2. Jurisdiction and Venue. The Area Representative Agreement is amended, in relevant part to reflect the following:

Notwithstanding anything to the contrary set forth herein, you have the right to file any litigation under the Rhode Island Franchise Investment Act in Rhode Island.

3. This Addendum will have effect only if the Area Representative Agreement, and/or the relationship between you and the Franchisor satisfy all of the jurisdictional requirements of the Rhode Island Franchise Investment Act, without considering this Addendum. Except as expressly modified by this Addendum, the Area Representative Agreement remains unmodified and in full force and effect.

FRANCHISEE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, DEVELOPMENT AGREEMENT AND RELATED AGREEMENTS

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

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

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

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

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

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

RCW 49.62.060 prohibits a Franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same Franchisor or (ii) soliciting or hiring any employee of the Franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this_____day of_____, 20_____.

FRANCHISOR	FRANCHISEE
Name:_____	Name:_____
Title: _____	Title: _____

EXHIBIT B

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Financial Protection and Innovation ~~1515 K Street~~ ~~Suite 200~~2101 Arena Blvd. Sacramento, CA 9583~~4~~414-~~4052~~ 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT C

AREA REPRESENTATIVE AGREEMENT

SOLAR GRIDS LLC
d/b/a Solar Grids®

AREA REPRESENTATIVE AGREEMENT

DATED _____

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Attachments

Attachment 1 Minimum Development Schedule
Attachment 2 State Addenda
Attachment 3 Covenants of Owners
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Attachment 5 Mandatory Development Schedule
Attachment 6 Confidentiality and Restrictive Covenants
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Attachment 8 Personal Guaranty
Attachment 9 Transfer of Area Representative Business to a Corporation or Limited Liability Company

DATA SHEET

TO SOLAR GRIDS LLC AREA REPRESENTATIVE AGREEMENT

DATED_____

Area Representative – Operating Principal _____
Address _____
Primary Tel # (___)_____Cell # (_)_____
Email Address _____

Guarantors:

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Ownership:

Name(s)	% Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Development Area: _____
_____

Area Representative Fee: $_____

I hereby warrant and represent that the information provided herein is accurate.

_____
By:

The terms of this Data Sheet are incorporated into the attached Area Representative Agreement.

AREA REPRESENTATIVE AGREEMENT

This Agreement is made between Solar Grids LLC, a Wyoming limited liability company ("Franchisor"), and_____, the Area Representative identified in the attached Data Sheet, effective as of the date signed by Area Representative or Solar Grids®, whichever is later (the "Effective Date").

Background Statement:

A. Franchisor has created and owns a system (the "System") for (1) developing and operating developing and operating a solar panel sales and services business under the trade name "Solar Grids®" (a "Business"), and (2) developing and operating an Area Representative Business to sell and support franchisees of Franchisor.

B. The System includes (1) methods, procedures, and standards for developing and operating a Business, (2) particular products and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by Franchisor from time to time.

C. Franchisor appoints certain persons who meet its standards and qualifications and who are willing to undertake special efforts (the "Area Representatives" or "Area Rep(s)") to act as Franchisor's representative in a specific Territory with respect to sales of Business franchises ("Franchised Units") and support of Solar Grids® franchisees ("Territory Franchisees").

D. The parties desire that Solar Grids® license the Marks and the System to Area Representative for Area Representative to develop and operate an Area Representative Business in the Territory on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment, or appeal thereof, whether formal or informal.

"**Broker**" means a franchise broker, lead referral source, or other organization and facilities for the identification, evaluation, and referral of leads for Prospects.

"**Business**" means the Solar Grids® Area Representative Business owned by Area Representative and operated under this Agreement.

"**Confidential Information**" means all non-public information of or about the System, Solar Grids®, and any Franchisor business, including all methods for developing and operating the Business and Units, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, franchisee data, information, and know-how.

"Franchise Offering Documents" means the Franchise Disclosure Document and related or ancillary agreements necessary to offer or sell Solar Grids® franchises, and to register the franchises in compliance with state and federal franchise or business opportunity laws.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Franchisor' reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means Franchisor's confidential AR Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marks**" means the mark "Solar Grids," "Solar Grids®," and all other trade names, trademarks, service marks and logos specified by Franchisor from time to time for use in a Business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Area Representative Business. If Area Representative is an individual person, then "Owner" means Area Representative.

"**Prospect(s)**" means any individuals interested in purchasing Businesses in the AR Development Area.

"**Royalty Fee**" means the payment specifically named as such in a Franchisee's Franchise Agreement. It does not include any other payments that may be made by a Franchisee to Franchisor, such as marketing fund contributions or training fees.

"**Sales Process**" means the process from identifying a Prospect at the inception of the relationship through a Prospect executing related franchise agreement(s).

"**System Standards For Area Representatives**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System related to Area Representatives, as determined by Franchisor, including without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, equipment, inventory, management, marketing and public relations, presentation of Marks, reporting, franchise sales techniques, franchisee support, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**System Standards For Units**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System related to Units, as determined by Franchisor, including without limitation, procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design (such as construction,

decoration, layout, furniture, fixtures and signs), equipment, inventory, management, marketing and public relations, operating hours, presentation of Marks, product and service offerings, quality of products and services, reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page.

"**Territory Franchisees**" means franchisees located in the AR Development Area.

"**Transfer**" means for Area Representative (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest of the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Franchisor grants to Area Representative the right to operate an Area Representative Business solely in the Territory. Area Representative shall develop, open, and operate the AR Business in the Territory for the entire term of this Agreement.

2.2 Territory. In the Territory, Franchisor shall not establish, nor license the establishment of another Area Representative Business. Franchisor retains the right to:

(i) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Area Representative Businesses or retail business; and

(ii) receive inquiries from prospective Franchisees interested in establishing a Franchised Unit.

2.3 Area Representative Control. Area Representative represents to Franchisor that Attachment 3 (i) identifies each owner, officer, and director for Area Representative, and (ii) describes the nature and extent of each owner's interest in the Area Representative Business.

2.4 Principal Executive. Area Representative agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of the Area Representative. The Principal Executive must have at least 10% ownership interest in Area Representative. The Principal Executive must participate in the direct operation of the Business and must devote substantial time and attention to the Business. When services are performed for a franchisee, Franchisor may require the Principal Executive to personally conduct "on-premises" supervision. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Area Representative, or otherwise ceases

to be the executive primarily responsible for the Business, Area Representative shall promptly designate a new Principal Executive, subject to Franchisor's reasonable approval.

2.5 No Conflict. Area Representative represents to Franchisor that Area Representative and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and shall last 10 years, unless otherwise terminated in accordance with Article 14 of this Agreement.

3.2 Renewal Agreement. When the term of this Agreement expires, Area Representative may enter into a successor agreement subject to the following conditions prior to each expiration:

(a) Area Representative notifies Franchisor of the election to renew 180 days prior to the end of the term;

(b) Area Representative (and its affiliates) are in compliance with this Agreement and all other agreements with Franchisor (or any of its affiliates) at the time of election and at the time of renewal;

(c) Area Representative has made or agrees to make (within a period of time acceptable to Franchisor) renovations and changes to the Business as Franchisor requires to conform to the then-current System Standards;

(d) Area Representative and its Owners execute Franchisor's then-current standard form of Area Representative Agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that Area Representative will not receive more renewal or successor terms than described in this Section;

(e) Area Representative will pay a renewal fee upon execution of a renewal agreement; and

(f) Area Representative and each Owner executes a general release (on Franchisor's then-standard form) of any and all claims against Franchisor, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES PAYABLE TO FRANCHISOR

4.1 Area Representative Territory Fee. Upon signing this Agreement, Area Representative shall pay to Franchisor the territory fee in the amount stated on the Summary Page. This territory fee is not refundable.

4.2 Administrative Fee. Franchisor may charge Area Representative up to $500 in connection with any instance of non-compliance with the System Standards or this Agreement as an administrative fee in order to offset some of the additional administrative costs associated with Area Representative's non-compliance. If such non-compliance is ongoing, Franchisor may charge Area Representative $250 per week until Area Representative ceases such non-compliance.This fee is a reasonable estimate of Franchisor's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Area Representative's breach. This fee is in addition to all of Franchisor's other rights and remedies (including Default and Termination under Section 14.2).

ARTICLE 5. COMPENSATION OF AREA REPRESENTATIVE

5.1 Sources. So long as Area Representative is not in default of this Agreement, Franchisor will pay Area Representative the following amounts from payments actually received by Franchisor from Franchisees in the Territory:

(i) 25% of the initial franchise fee,

(ii) upon each Franchised Unit in the Territory acquiring its first ten customers, Franchisor will pay Area Representative $12,500; and

(iii) 5% commission of Gross Profits on sales generated by franchisees in your Territory.

If Franchisor does not actually receive payment from a Franchisee in the Territory for any reason, then Franchisor shall not owe any portion thereof to Area Representative. Franchisor has no obligation to compensate Area Representative for any payments received from Franchisees outside of the Territory. Franchisor has no obligation to pay compensation to Area Representative based on any fees or payments received from Franchisees (or from any other source) other than those specifically described in this Section.

5.2. Payment Terms. During the term of this Agreement, Franchisor will pay Area Representative the amounts stated in Section 5.1 with respect to revenues collected in any given calendar month within 15 days after the end of such month.

5.3 Setoffs. If Area Representative (or any affiliate thereof) owes any amount to Franchisor, then Franchisor may deduct such amount from compensation Area Representative owes Franchisor. Area Representative (or its affiliates) has no right to withhold payments due to Franchisor on account of its breach or alleged breach of this Agreement and has no right to offset any amount due Franchisor against any obligation that Franchisor may owe Area Representative.

5.4 Refunds. If Franchisor refunds or returns all or any portion of a fee paid to it by Franchised Unit in the Territory, then Area Representative must reimburse 25% of such refund to Franchisor

5.5 Authority. Franchisor has the sole and absolute authority to determine whether or not to charge particular fees, whether or not to pursue collection efforts on unpaid fees, what type of collection efforts to utilize, and whether to waive, write-off, or forgive payments due from Franchisees in the Territory. Franchisor has the sole and absolute discretion to apply payments

received from a Franchisee against any debt owed to Franchisor, regardless of any designation by the payor.

5.6 No Income from System. Unless expressly authorized by Franchisor in writing (which Franchisor may withdraw at any time), Area Representative shall not directly or indirectly solicit or accept any payment or other type of compensation (including real estate commissions, discounts, rebates or the like) from Franchisees or any other party in connection with selling, providing, brokering or assisting in the sale of goods or services to Franchisees, or otherwise in connection with the Business or the System.

5.8 Units Owned by Area Representative.

(a) Area Representative is required to open at least one Franchised Unit location within the Territory in the first 12 months of this Agreement. Area Representative will then maintain at least one operational Franchised Unit for the duration of this Agreement.

(b) When Area Representative (or any affiliate thereof) signs a Franchise Agreement to operate a Franchised Unit, Area Representative (or its affiliate) shall pay in full all fees required thereunder to Franchisor, and such Franchised Unit shall not be considered a Franchised Unit for purposes of Section 5.1 (i.e., Franchisor shall not pay Area Representative any portion of fees received from Area Representative or its affiliate under a franchise agreement).

(c) This Agreement does not grant Area Representative the right (or impose the obligation) to open or operate Franchised Units. Area Representative shall have such right and obligation if Franchisor and Area Representative execute a franchise agreement.

ARTICLE 6. ASSISTANCE

6.1 Area Representative Manual. Franchisor shall make its Area Representative Manual available to Area Representative.

6.2 Area Representative Training Program. Franchisor shall make available its standard area representative training to the Principal Executive, at Franchisor's headquarters and/or at a Business designated by Franchisor. Franchisor shall not charge any fee for this training. Area Representative is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. The Principal Executive must complete the initial training program to the satisfaction of Franchisor.

6.3 Advice, Consulting, and Support. If Area Representative requests, Franchisor will provide advice to Area Representative (by telephone or electronic communication) regarding improving and developing Area Representative's business, and resolving operating problems Area Representative encounters, to the extent Franchisor deems reasonable. If Franchisor provides in-person support in response to Area Representative's request, or if Franchisor provides in-person support to a Franchisee in the Territory, Franchisor may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

6.4 Procedures. To the extent it deems appropriate, Franchisor will provide Area Representative with Franchisor's recommended administrative, bookkeeping, and accounting

procedures. Franchisor may make any such procedures part of required (and not merely recommended) System Standards for Area Representative.

6.5 Website. Franchisor will maintain a website to market franchise opportunities with Franchisor.

6.6 Franchisee Initial Training Program. Franchisor will provide its initial training program to Franchisees. Franchisor has sole discretion over the content, length, location, and other aspects of the initial training program.

6.7 Franchisee Additional and Ongoing Training. You must provide to Territory Franchisees any additional training programs at your Franchised Unit or at a Franchised Unit that we require from time to time in the Manuals or otherwise in writing in accordance with the System Standards. If, in our sole judgment, you fail to properly train your Territory Franchisees in accordance with our System Standards, we may charge you a fee due on receipt of invoice, require you to forfeit any related initial franchise fees, and require you and designated trainees to attend AR Training at your expense again.

ARTICLE 7. DEVELOPMENT SCHEDULE

7.1 Minimum Development. Area Representative's rights under this Agreement are contingent on Area Representative causing at least the number of Franchised Units described on the development schedule attached as Attachment 1 (the "Minimum Development Schedule") to open and continue operating in the Territory. Units owned by Solar Grids® and Franchised Units owned by Area Representative (or any affiliate thereof) will count towards the Minimum Development Schedule. Area Representative agrees that the Minimum Development Schedule isa fair and reasonable time frame for the development of Franchised Units in the AR Development Area.

7.2 Unit Closures. If any Franchised Unit in the Territory closes for any reason (including termination or expiration of a franchise agreement), and such closure causes Area Representative to be in violation of the Minimum Development Schedule, Area Representative shall have six months from the date of closure to cause a replacement Unit to open in the Territory.

7.3 Exceeding Minimum Development Obligations. Area Representative may cause more Franchised Units to develop and open in the Territory than specified by the Minimum Development Schedule. The sale and opening of Franchised Units in excess of the minimum number required in any year will be credited to any subsequent year.

7.4 Remedies. If Area Representative fails to meet the Minimum Development Schedule, then Franchisor will have the right, in its sole discretion, to exercise any one or more of the following remedies:

(i) require Area Representative to attend additional training at its sole cost and expense;

(ii) reduce Area Representative's compensation from a 5% commission of Gross Profits on sales generated by franchisees in its Territory to a 4% commission of

Gross Profits on sales generated by franchisees in its Territory during any period that Area Representative is not in compliance with its obligations under the Minimum Development Schedule;

(iii) reduce the Territory to a region that Franchisor deems appropriate, without ending Area Representative's rights to service and receive Royalty Compensation from any Franchised Units that were developed in the Territory; and/or

(iv) terminate this Agreement in accordance with Section 14.2(b).

ARTICLE 8. COMPLIANCE

8.1 Franchise Offering Documents. Franchisor offers Unit Franchises through the Franchise Offering Documents. Area Representative shall review and become familiar with all Franchise Offering Documents. Franchisor may amend or revise Franchise Offering Documents at any time in its sole discretion. Franchisor will promptly provide copies of any amended or revised Franchise Offering Documents to Area Representative.

8.2 Registration. If Area Representative activities require the preparation, amendment, registration or filing of any Franchise Offering Documents or other documents under applicable franchise, business opportunity, or similar laws, then Area Representative shall not solicit prospective Franchisees until Franchisor has: (i) registered the franchise in the applicable jurisdictions; (ii) provided Area Representative with the Franchise Offering Documents necessary for it to solicit prospective Franchisees; and (iii) notified Area Representative that the registration is in effect. Area Representative must stop soliciting prospective Franchisees immediately at any time after notice from Franchisor that the registration of the franchise is not then in effect, or the Franchise Offering Documents is not in compliance with applicable law. Franchisor shall prepare the Franchise Offering Documents and file any materials to be registered with any state regulatory agency, at its own expense.

8.3 Delays. If for 90 or more consecutive days (1) Franchisor has not completed the annual update of the Franchise Disclosure Document by the legal deadline, or (2) if Franchisor is required, but has not filed applications to offer and sell Franchised Units in any state in the Territory that requires franchise sales registration by the applicable deadline, then the Minimum Development Schedule will be modified to provide Area Representative with additional time (on a pro rata basis) to comply with the Minimum Development Schedule.

8.4. Information Requirements. Area Representative agrees to provide to Franchisor all information requested by Franchisor to prepare and maintain all Franchise Offering Documents, and to sign and return to Franchisor all documents requested by Franchisor in connection with the Franchise Offering Documents.

8.5 Broker Registration. Area Representative (and, if necessary, its owners, officers, and employees) will register and/or obtain licensure as a franchise broker, real estate broker, business broker or otherwise in any jurisdiction in which it is required to do so and maintain such registrations or licenses throughout the term of this Agreement, at its own cost and expense. Area Representative shall not solicit prospective Franchisees until any such required registration or license is effective and Area Representative has provided proof thereof to Franchisor.

8.6 Third Party Brokers. Area Representative shall not engage or utilize any franchise brokers without Franchisor's prior written approval. Any such brokers must comply with all of Franchisor's applicable policies and procedures and execute any broker agreement required by Franchisor.

8.7. Compliance. Area Representative shall comply with all applicable federal and state laws, rules and regulations governing the offering of franchises in the Territory. Area Representative will comply with all System Standards for Area Representatives. Without limiting the generality of the foregoing, Area Representative shall:

(i) furnish to prospective Franchisees only the Franchise Offering Documents designated by Franchisor, including the then-current form of Franchise Disclosure Document authorized by Franchisor for use within the Territory, along with such promotional material approved by Franchisor;

(ii) comply with all requirements for timing of delivery of the Franchise Offering Documents and obtaining and delivering to Franchisor the original signed acknowledgment of receipt for each Franchise Disclosure Document delivered to any prospective Franchisee;

(iii) make no representations or other statements that conflict with any of the information contained in the Franchise Disclosure Document delivered to the prospective Franchisee;

(iv) make no earnings claims, financial performance representations or projections (including comments on any projections prepared or provided by prospective Franchisees), and provide no information with regard to sales, revenues, income, costs or expenses relating to any Franchised Unit unless in accordance with applicable law and the provisions of the Franchise Disclosure Document to be provided to prospective Franchisees;

(v) promptly notify Franchisor of any material information or event may require disclosure in the Franchise Disclosure Document;

(vi) use, display, publish and distribute for purposes of soliciting prospective Franchisees, only advertising, marketing, and promotional materials that Franchisor has approved as acceptable for use in the Territory.

8.8 Franchise Agreements. Area Representative has no authority to make any changes, additions, or deletions of any kind to the Franchise Agreement, nor to negotiate any terms or conditions of a franchise agreement. Area Representative has no authority to enter into franchiseagreements on behalf of itself or Franchisor. Franchise agreements and any ancillary agreementsare not binding on Franchisor until Franchisor executes the same, and Franchisor can refuse to doso in its sole discretion.

ARTICLE 9. DUTIES OF THE AREA REPRESENTATIVE

9.1 Compliance with Area Representative Manual and System Standards for Area Representatives. Area Representative shall at all times, and at its own expense, comply with all System Standards for Area Representatives, all applicable System Standards for Franchise Units, and with all other mandatory obligations contained in the Area Representative Manual.

9.2 Compliance with Law. Area Representative and the Business shall comply with all laws and regulations.

9.3 Fulfillment of Franchisor's Duties. Area Representative shall fulfill the obligations of Franchisor under the Franchise Agreement for each Franchisee in the Territory, except for obligations which Franchisor expressly reserves to itself.

9.4 Insurance. Area Representative must maintain insurance as describes in our Manual. Your insurance policies must add us and our affiliates as additional insured. The insurance policy must include:

(i) commercial general liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit,

(ii) errors and omissions coverage in an amount not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit,

(iii) business automobile liability insurance including owned, leased, non-owned, and hired automobiles coverage in an amount not less than $1,000,000, and

(iv) workers' compensation coverage as required by state law.

9.5 Recruiting Franchisees.

A. Generally. Area Representative shall advertise for, recruit, solicit, and screen prospects for Franchised Units within the Territory according to System Standards for Area Representatives. All advertising and marketing activities (including lead generation services) of Area Representative are subject to the prior approval of Franchisor. Area Representative shall institute all required advertising and marketing in the Territory that Franchisor reasonably requires, at Area Representative's expense.

B. Referrals. Franchisor shall refer to Area Representative all information received from qualified Prospects who want to operate Franchised Units within the Territory. Area Representative shall send to Franchisor all information that Area Representative receives from Prospects who want to operate Franchised Units outside of the Territory.

C. Brokers. Area Representative shall utilize any brokers or sales agents designated by Franchisor.

D. Required Marketing. Franchisor has the right to require Area Representative spend an amount determined by Franchisor (not to exceed $500 per month) on marketing to Prospects via lead generation portals and other marketing systems approved or designated by Franchisor.

E. Application Process. Area Representative shall use only the application forms and other documents specified by Franchisor (the "Application") for each Prospect that wants to purchase a Franchised Unit (an "Applicant"). Franchisor may require Area Representative, at its own expense, to complete the solicitation and background investigation of such Applicant and all character profiles and other procedures Franchisor requires from time to time. Area Representative shall maintain records of all contacts with all Prospects for Franchised Units regardless of whether the Prospect rises to the level of an Applicant. Area Representative shall provide to Franchisor written progress reports as requested from time to time. Area Representative shall promptly submit all Applications for Franchised Units that Area Representative receives to Franchisor.

F. Approval of Applicants. Franchisor shall evaluate all Applicants and shall determine (in its sole discretion) whether or not to grant a Franchised Unit to an Applicant.

9.6 Site Selection and Development. Area Representative shall consult with and advise Franchisees regarding site selection and lease negotiations for their Franchised Unit. Area Representative shall assist in supervising the development for the Franchised Units in the Territory, and to complete and timely submit to Franchisor any checklists, progress reports, or other forms that Franchisor requires from time to time. Area Representative shall follow all procedures of Franchisor with respect to site selection, lease negotiation, and development.

9.7 Franchise Support and Supervision. Area Representative shall provide operational support and supervision to Territory Franchisees (i) in the same manner and at least to the same extent as Franchisor provides to franchisees in regions without an Area Representative, and (ii) in accordance with the directions, standards, and requirements of Franchisor. Area Representative shall use reasonable efforts to assist all Territory Franchisees to comply with System Standards for Franchised Units and their franchise agreements, properly represent the System, and are financially successful. Area Representative shall give prompt, courteous, and efficient service to franchisees, and to be governed by the highest ethical standards of fair dealing and honesty when dealing with the public and all members of the System in order to preserve and enhance the identity, reputation and goodwill built by the System. Area Representative shall not single out any Territory Franchisee for special consideration or treatment without reasonable justification. Area Representative's support and supervision of Franchised Units in the Territory shall include, but not be limited to (A) consultation and assistance with regard to the commencement of business operations of the Franchised Unit; (B) providing supplemental and on-going general training, updates and assistance on all material aspects of the operation of the Franchised Units, as required by Franchisor; (C) periodic and regular telephone calls, emails, and visits to monitor operations of the Franchised Units; (D) periodic contacts with customers and clients of each Franchised Unit; (E) advising franchisees regarding procedures, recruitment, advertising and promotion, and financial analysis, (F) investigating and resolving customer complaints, and (G) conducting inspections and reporting such inspections to Franchisor.

9.8 Personnel. Area Representative is solely responsible for the terms and conditions of employment of all its personnel, including recruiting, hiring, training, scheduling, supervising,

compensation, and termination. Area Representative is required to hire a solar expert for regional training and support. Area Representative is solely responsible for paying its personnel. Area Representative is solely responsible for all actions of its personnel. Area Representative and Franchisor are not joint employers, and no employee of Area Representative will be an agent or employee of Franchisor.

9.9 Products and Programs. Area Representative shall use the equipment, products, supplies, materials, and software programs required by Franchisor, at the expense of Area Representative.

9.10 Training and Meetings. The Principal Executive and any other employees of Area Representative shall attend and complete such ongoing training as Franchisor may require, at Area Representative's expense. The Principal Executive shall attend all in-person meetings and remote meetings (such as telephone conference calls) that Franchisor requires, including any national or regional brand conventions.

9.11 Prohibited Practices. Area Representative shall not: (i) engage in any practice which would tend to give preference to or show commercial favoritism toward any franchisee over any other franchisee; (ii) enter into any relationships with a franchisee in the Territory or others that may result in a conflict of interest with Area Representative's obligations as hereunder; or (iii) provide any financing or financial assistance to any franchisee nor potential franchisee, including (but not limited to) loans, guarantees, purchasing equipment or products, or otherwise.

9.12 Active Participation. Area Representative acknowledges that the Business is not a passive investment, but rather is a business that is dependent upon Area Representative's independent efforts, business judgment, initiative, administrative, leadership and other skills, as well as market conditions. Area Representative shall cause the Principal Executive to (i) devote substantial time to the Business, (ii) familiarize himself or herself thoroughly with the standards and methods of operation under the System, (iii) render assistance to and cooperate with Franchisor and other area representatives and franchisees, (iv) devote best efforts to fulfill the Minimum Development Schedule, comply with all obligations hereunder, and assist all Franchisees in the Territory to attain commercial success.

9.13 Closed Unit Franchises. Area Representative shall assist Franchisor without charge to reopen, sell or permanently de-image any Franchised Units in the Territory that close during the term of this Agreement.

9.14 Public Relations. Area Representative shall not make any public statements (including giving interviews or issuing press releases) regarding Franchisor, the Business, or any particular incident or occurrence related to the Business, without Franchisor's prior written approval (which will not be unreasonably withheld).

9.15 Association with Causes. Area Representative shall not in the name of the Business or Franchisor (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without Franchisor's prior written approval (which will not be unreasonably withheld).

9.16 Headquarters Location. Area Representative may change its business address if it gives at least 30 days prior written notice to Franchisor. The primary business address must be in the Territory.

9.17 Identification. Area Representative must at all times identify itself as the independent owner of the Business and in such manner as Franchisor may specify.

9.18 Business Practices. Area Representative, in all interactions with franchisees, customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Area Representative shall comply with any code of ethics or statement of values from Franchisor. Area Representative shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Area Representative shall use such franchisee data management, customer data management, sales data management, administrative, bookkeeping, and accounting procedures and systems as Franchisor may specify in the Area Representative Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Area Representative shall provide such periodic financial reports regarding Area Representative's Business as Franchisor may require in the Area Representative Manual or otherwise in writing.

(b) Legal Actions and Investigations. Area Representative shall promptly notify Franchisor of any Action or threatened Action by any franchisee or other third party against Area Representative or the Business, or otherwise involving the Area Representative or the Business. Area Representative shall provide such documents and information related to any such Action as Franchisor may request.

(c) Other Information. Area Representative shall submit to Franchisor such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Area Representative Manual or that Franchisor may reasonably request.

(d) Communications. Area Representative shall keep accurate records concerning all transactions and communications between Franchisor, Area Representative and franchisees.

(e) Review. Franchisor shall have the right at all reasonable hours to examine all records of Area Representative related to the Business. Area Representative shall keep such records for at least five years after the termination or expiration of this Agreement.

(f) Audits. Franchisor shall have the right to inspect and/or audit your business records at any time during normal business hours. If any audit reveals that Area Representative: (a) improperly allocated revenues and expenses between any Franchisor or the Area Representative Business and any other business; (b) understated royalty or worldwide creative fee payments, or

local advertising expenditures, by more than 2% for any Franchisor; or (c) failed to submit timely reports and/or remittances for any two reporting periods within any 12-month period, Area Representative must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent we incur such costs), together with amounts due for royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under the Area Representative Agreement.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Area Representative Manual; Modification. The Area Representative Manual, and any part of the Area Representative Manual, may be in any form or media determined by Franchisor. Franchisor may supplement, revise, or modify the Area Representative Manual, and Franchisor may change, add or delete System Standards for Franchised Units and System Standards for Area Representatives at any time in its discretion. Franchisor may inform Area Representative thereof by any method that Franchisor deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Area Representative Manual, Franchisor's master copy will control.

11.2 Franchisor's Right to Cure. If Area Representative breaches or defaults under any provision of this Agreement, Franchisor may (but has no obligation to) take any action to cure the default on behalf of Area Representative, without any liability to Area Representative. Area Representative shall reimburse Franchisor for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.3 Business Data. All non-public data generated by the Business is Confidential Information and is exclusively owned by Franchisor. Franchisor hereby licenses such data back to Area Representative without charge solely for Area Representative's use in connection with theBusiness for the term of this Agreement.

11.4 Innovations. Area Representative shall disclose to Franchisor all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived or developed by Area Representative, its employees, agents, or contractors. Franchisor will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Area Representative.

11.5 Communication Systems. If Franchisor provides email accounts and/or other communication systems to Area Representative, then Area Representative acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Area Representative authorizes Franchisor to access such communications.

11.6 Delegation. Franchisor may delegate any duty or obligation of Franchisor under this Agreement to an affiliate or to third party.

11.7 System Variations. Franchisor may vary or waive any System Standard for any one or more Franchised Units or area representatives due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business

practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or area representative. Area Representative is not entitled to the same variation or waiver.

11.8 Decisions Regarding the System. Anything in this Agreement to the contrary notwithstanding, Franchisor has the sole right and discretion to make any and all decisions regarding the System, including without limitation to (i) approve applicants as franchisees and grant franchises, (ii) negotiate any terms of a franchise agreement, including discounted fees and royalties, (iii) authorize a Unit opening; (iv) approve (or reject) vendors, (v) take any action (or no action) with respect to a breach of a franchise agreement or violation of the System by a franchisee, (vi) terminate a franchisee, or (vii) modify the System.

ARTICLE 12. MARKS

12.1 Authorized Marks. Area Representative shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Area Representative shall use all Marks specified by Franchisor, and only in the manner as Franchisor may require. Area Representative has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Area Representative and any goodwill associated with the Marks, including any goodwill arising due to Area Representative's operation of the Business, will inure to the exclusive benefit of Franchisor.

12.2 Change of Marks. Franchisor may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Franchisor makes any such change, Area Representative must comply with the change, at Area Representative's expense.

12.3 Infringement.

(a) Defense of Area Representative. If Area Representative has used the Marks in accordance with this Agreement, then (i) Franchisor shall defend Area Representative (at Franchisor's expense) against any Action by a third-party alleging infringement by Area Representative's use of a Mark, and (ii) Franchisor will indemnify Area Representative for expenses and damages if the Action is resolved unfavorably to Area Representative.

(b) Infringement By Third Party. Area Representative shall promptly notify Franchisor if Area Representative becomes aware of any possible infringement of a Mark by a third party. Franchisor may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Franchisor shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Area Representative shall (a) adhere to all procedures prescribed by Franchisor for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Franchisor, (d) exercise the highest degree of diligence

and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Area Representative acknowledges that all Confidential Information is owned by Franchisor (except for Confidential Information which Franchisor licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Employee Recruitment. During the term of this Agreement and for one year after termination, transfer, or expiration of this Agreement, Area Representative shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by Franchisor or any of its affiliates.

13.3 Employees. If requested by Franchisor, Area Representative will cause its employees and independent contractors to sign Franchisor's then-current form of confidentiality and non-competition agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Area Representative. Area Representative may terminate thisAgreement only if (i) Franchisor fails to make payments owed to Area Representative and does not cure such failure within 30 days after notice from Area Representative, or (ii) Franchisor violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 60 days after receiving written notice from Area Representative detailing the alleged default. Termination by Area Representative is effective 10 days after Franchisor receives written notice of termination.

14.2 Termination by Franchisor.

(a) Subject to 30-Day Cure Period. If Area Representative breaches this Agreement in any manner not described in subsection (b) and fails to cure such breach to Franchisor's satisfaction within 30 days after Franchisor gives notice to Area Representative of such breach, then Franchisor may terminate this Agreement.

(b) Without Cure Period. Franchisor may terminate this Agreement by giving notice to Area Representative, without opportunity to cure, if any of the following occur:

(i) Area Representative misrepresented or omitted material facts when applying to be an area representative, or breaches any representation in this Agreement;

(ii) Area Representative knowingly submits any false report or knowingly provides any other false information to Franchisor;

(iii) A receiver or trustee for the Business or all or substantially all of Area Representative's property is appointed by any court, or Area Representative makes a general assignment for the benefit of Area Representative's creditors or Area Representative makes a written statement to the effect that Area Representative is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless

the attachment or lien is being duly contested in good faith by Area Representative, or a petition in bankruptcy is filed by Area Representative, or such a petition is filed against or consented to by Area Representative and the petition is not dismissed within 45 days, or Area Representative is adjudicated as bankrupt;

(iv) Area Representative or any Owner violates Section 8.7 and Section 9.2 (compliance with laws and regulations), Section 13.1 (confidentiality), Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(v) Area Representative abandons or ceases operation of the Business for more than 15 consecutive days without the prior written consent of Franchisor;

(vi) Area Representative or any Owner is accused by any governmental authority or third party of any act that in Franchisor's opinion is reasonably likely to materially and unfavorably affect Franchisor's brand, or is charged with, pleads guilty to, or is convicted of a felony;

(vii) Area Representative or any Owner slanders or libels Franchisor or any franchisee, or any of their respective employees, directors, or officers;

(viii) Area Representative fails to meet the Minimum Development Schedule;

(ix) Area Representative has received two or more notices of default and Area Representative commits another breach of this Agreement, all in the same 12-month period; or

(x) Franchisor (or any affiliate) terminates any other agreement with Area Representative (or any affiliate) due to the breach of such other agreement by Area Representative (or its affiliate).

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Area Representative must immediately:

(i) return to Franchisor all copies of the Area Representative Manual, Confidential Information and any and all other materials provided by Franchisor to Area Representative or created by a third party for Area Representative relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(ii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Area Representative's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Franchisor or any new Area Representative as may be directed by Franchisor, and Area Representative hereby

irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing;

(iii) cease doing business under any of the Marks; and

(iv) cease the Business.

14.4 Other Claims. Termination of this Agreement by Franchisor will not affect or discharge any claims, rights, causes of action, or remedies which Franchisor may have against Area Representative, whether arising before or after termination.

ARTICLE 15. TRANSFERS

15.1 By Franchisor. Franchisor may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Franchisor may undergo a change in ownership and/or control, without the consent of Area Representative.

15.2 Transfer for Convenience of Ownership. If Area Representative is an individual, Area Representative may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Franchisor, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Area Representative provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Franchisor, (3) Area Representative owns all voting securities of the corporation or limited liability company, and (4) Area Representative provides a guaranty in accordance with Section 2.5.

15.3 Transfer upon Death or Incapacity. Upon the death or incapacity of the Area Representative Principal Executive, the executor, administrator, or personal representative of that person must appoint a new Principal Executive or transfer the Business to a third-party approved by Franchisor within nine months after death or incapacity. Such transfer must comply with Section 15.2 and Section 15.5.

15.4 Franchisor's Right of First Refusal. Before Area Representative (or any Owner) engages in a Transfer (except under Section 15.3), Franchisor will have a right of first refusal, as set forth in this Section. Area Representative (or its Owners) shall provide to Franchisor a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Franchisor's receipt of such copy, Franchisor will have the right, exercisable by notice to Area Representative, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Franchisor may substitute cash for any other form of payment). If Franchisor does not exercise its right of first refusal, Area Representative may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.5 No Sublicense or Delegation. Area Representative has no right to sublicense the Marks or any of Area Representative's rights under this Agreement, or to delegate any of its obligations to any third party.

15.6 No Lien on Agreement. Area Representative shall not grant a security interest in this Agreement to any person or entity. If Area Representative grants an "all assets" security interest to any lender or other secured party, Area Representative shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Area Representative shall indemnify and defend (with counsel reasonably acceptable to Franchisor) Franchisor, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Franchisor and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business, including any action or omission by Area Representative directly or indirectly related to, or alleged to arise out of (i) violation of this Agreement by Area Representative, (ii) violation of franchise offering and sales law by Area Representative, or (iii) actions or omissions by Area Representative towards franchisees. Notwithstanding the foregoing, Area Representative shall not be obligated to indemnify an Indemnitee from claims arising as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Area Representative of an Action shall not relieve Area Representative of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Area Representative. Area Representative shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption by Franchisor. An Indemnitee may elect to assume the defense of any Action subject to this indemnification and control all aspects of defending the Action (including negotiations and settlement), at Area Representative's expense. Such an undertaking shall not diminish Area Representative's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Governing Law. This Agreement is governed by the laws of the state of Nebraska without reference to this state's conflict of laws principles (subject to state law), except that: (i) any disputes or actions involving any non-competition covenants, including the interpretation and enforcement thereof, must be governed by the law of the state where the Business is located.; and (ii) any franchise-specific or franchise-applicable laws of Nebraska, including those related to pre-sale disclosure and the franchise relationship generally, will not apply to this Agreement or franchise awarded hereunder unless the awarding of said franchise specifically falls within the scope of such Nebraska laws, regulations or statutes without reference to and independent of any reference to this choice of law provision.

17.2 Internal Dispute Resolution. Area Representative must first bring any claim or dispute between Area Representative and Franchisor to Franchisor's management and make every effort to resolve the dispute internally. Area Representative must exhaust this internal dispute resolution procedure before Area Representative may bring its dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

17.3 Mediation. At Franchisor's option, all claims or disputes between Area Representative and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Area Representative and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 17.2 above, will be submitted first to mediation to take place at Franchisor's then-current corporate headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Area Representative must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty days following receipt of such notice within which to notify Area Representative as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Area Representative may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Area Representative will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (a) any federally protected intellectual property rights in the Marks, the System, or in any Confidential Information or other confidential information; (b) any of the restrictive covenants contained in this Agreement; and (c) any of Area Representative's payment obligations under this Agreement.

17.4 Mandatory Binding Arbitration. Except as provided in Section 17.5 of this Agreement, Area Representative and Franchisor agree that any claim, dispute, suit, action, controversy, or proceeding of any type whatsoever including any claim for equitable relief and/or where either party is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise, between or involving Area Representative and Franchisor on whatever theory and/or facts based and whether or not arising out of this Agreement (each, a "Claim") will be processed in the following manner:

A. Area Representative and Franchisor each expressly waives all rights to any court proceeding, except as expressly provided in Section 17.5 below;

B. All Claims shall be submitted to and resolved by binding arbitration that will take place at Franchisor's headquarters or other location that Franchisor designates in Lincoln, Nebraska, before and in accordance with the arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator shall be entered in any Court having jurisdiction thereof.

C. Franchisor and Area Representative agree that any arbitration between Franchisor and Area Representative shall be of Area Representative's individual claim and that the claim subject to arbitration shall not be arbitrated on a class-wide basis.

D. This arbitration provision shall be deemed to be self-executing, and in the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

E. In no event shall Franchisor be liable to Area Representative for punitive damages in any action arising out of or relating to this Agreement, or any breach, termination, or cancellation hereof.

F. Any arbitration proceeding involving this Agreement or the Business generally, including all demands, other filings and evidence submitted in connection with such proceeding, must be kept strictly confidential by Area Representative and its representatives, unless Franchisor agrees otherwise in writing.

17.5 Right to Injunctive Relief. Area Representative acknowledges and agrees that irreparable harm could be caused to Franchisor by Area Representative's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Area Representative's use of the Marks and Confidential Information; (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Area Representative's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) the prohibition of any act or omission by Area Representative or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Area Representative's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Area Representative waives all damage claims if the injunction is wrongfully issued.

17.6 Waiver of Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.7 Waiver of Class Actions. The parties agree that any claims will be mediated, arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.8 Time Limitation. Any mediation, arbitration, or other legal action arising from or related to this Agreement must be instituted within one year from the date such party discovers the conduct or event that forms the basis of the mediation or other legal action. The foregoing time limit does

not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.9 Choice of Forum. For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where Franchisor's headquarters are then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Franchisor's headquarters are then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.10 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs, and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Area Representative is a not sub-franchisor and expressly acknowledges that it does not have the right to grant, sell or negotiate the sale of a franchise. Franchisor is not a fiduciary of Area Representative. Franchisor does not control or have the right to control Area Representative or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Franchisor's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Franchisor has no liability for Area Representative's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Area Representative, Franchisor, and Franchisor's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Franchisor in its Area Representative Disclosure Document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Franchisor's rights to modify the Area Representative Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance, or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Area Representative, addressed to Area Representative at the notice address set forth in the Summary Page; and (B) if to Franchisor, addressed to 151 N. 8th Street, Suite 534, Lincoln, NE 68508. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Franchisor may amend the Area Representative Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Joint and Several Liability. If two or more people sign this Agreement as "Area Representative", each will have joint and several liability.

18.11 No Offer and Acceptance. Delivery of a draft of this Agreement to Area Representative by Franchisor does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Area Representative and Franchisor.

Signature Page for Area Representative Agreement

Agreed to by:

FRANCHISOR:

SOLAR GRIDS LLC

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

AREA REPRESENTATIVE:

_____

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

ATTACHMENT 1 TO AREA REPRESENTATIVE AGREEMENT

MINIMUM DEVELOPMENT SCHEDULE

Time Period	Minimum Number of Solar Grids Outlets To Open In The Territory During Time Period	Cumulative Minimum Number of Solar Grids Outlets To Be Operating On Last Day of Time Period Until Last Day of Next Time Period
12 Months	3	3
24 Months	5	8
36 Months	6	14
48 Months	6	20

ATTACHMENT 2 TO AREA REPRESENTATIVE AGREEMENT

STATE ADDENDA

CALIFORNIA RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated _____ (the "Agreement"), between Solar Grids LLC, a Wyoming limited liability company ("Franchisor") and _____, a _____ Representative").

1. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law of statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise. .

2. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

AREA REPRESENTATIVE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ILLINOIS RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated_____ (the "Agreement"), between Solar Grids LLC, a Wyoming limited liability company ("Franchisor") and _____, a _____ ("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Illinois Act" means the Illinois Franchise Disclosure Act of 1987.

2. Governing Law and Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

3. Limitation of Claims. No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Area Representative become aware of facts or circumstances reasonably indicating that Area Representative may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Area Representative of a written notice disclosing the violation, whichever shall first expire.

4. Waivers Void. Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Area Representative to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Area Representative from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

AREA REPRESENTATIVE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

INDIANA RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated_____(the "Agreement"), between Solar Grids LLC, a Wyoming limited liability company ("Franchisor") and_____, a_____("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

AREA REPRESENTATIVE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

MARYLAND RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated_____(the "Agreement"), between Solar Grids LLC, a Wyoming limited liability company ("Franchisor") and_____, a_____("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. 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 Law.

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

4. Jurisdiction. Area Representative does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

AREA REPRESENTATIVE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

MINNESOTA RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated_____(the "Agreement"), between Solar Grids LLC, a Wyoming limited liability company ("Franchisor") and_____, a_____("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 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 agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) 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 (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

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

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. Effective Date. This Rider is effective as of the Effective Date.

Signature Page for Minnesota Rider to Area Representative Agreement

Agreed to by:

AREA REPRESENTATIVE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

NEW YORK RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated_____(the "Agreement"), between Solar Grids LLC, a Wyoming limited liability company ("Franchisor") and_____, a_____("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Area Representative is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Solar Grids® or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3 Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Area Representative to waive compliance by Solar Grids® with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

AREA REPRESENTATIVE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

NORTH DAKOTA RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated _____ (the "Agreement"), between Solar Grids LLC, a Wyoming limited liability company ("Franchisor") and_____, a _____ ("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Area Representative, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Area Representative and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Area Representative's business.

(3) Restrictions on Forum: Area Representative and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Area Representative is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Area Representative and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Area Representative and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Area Representative is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Signature Page for North Dakota Rider to Area Representative Agreement

Agreed to by:

AREA REPRESENTATIVE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

RHODE ISLAND RIDER TO AREA REPRESENTATIVE AGREEMENT

This Rider amends the Area Representative Agreement dated_____(the "Agreement"), between Solar Grids LLC, a Wyoming limited liability company ("Franchisor") and_____, a_____("Area Representative").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

AREA REPRESENTATIVE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO AREA REPRESENTATIVE AGREEMENT

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 limitation period for claims under the Act, 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.

Agreed to by:

AREA REPRESENTATIVE:	FRANCHISOR:
_____	SOLAR GRIDS LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

ATTACHMENT 3 TO AREA REPRESENTATIVE AGREEMENT

COVENANTS OF OWNERS

The undersigned individuals (the "Owners") represent and warrant to Franchisor that they are all the owners of Area Representative and all or the persons who otherwise have a direct or indirect interest in the success of Area Representative and that the person designated below as the Controlling Person is the Controlling Person of the Approved Entity under this Agreement. Further, to induce Franchisor to enter into this Agreement and grant the AR Business to Area Representative, each of the Owners owning more than a 10% interest in the Approved Entity hereby jointly and severally guarantees the performance by Area Representative of its obligations under this Agreement and agrees to be bound by all of the provisions of this Agreement, including, without limitation, the restrictions contained in Articles 18, 19, and 20 of this Agreement, provided that the liability of the Owners to Franchisor under their guarantee, other than the Controlling Person, shall be based upon the percentage of his/her ownership interest in Area Representative.

Each Owner also acknowledges and agrees that:

(1) The Approved Entity shall be managed solely by the Controlling Person and that the Controlling Person may not be removed by any action of the Approved Entity or its Owners without the prior written consent of Franchisor;

(2) The Controlling Person shall at all times during the continuation of this Agreement have not less than 10 percent (10%) of the shared equity, voting power, and/or interests in the Approved Entity and any provision or term in the governing or establishing documents for the Approved Entity or any agreement between the Owners to the contrary is and shall be void for all purposes;

(3) The establishing or governing documents for the Approved Entity do not provide for a "supermajority" or other voting structure that would require the Controlling Person to have more than 51% of the equity and voting structure in order to maintain control over the Approved Entity and that no Owner(s) has any type of "veto" rights and that no voting trusts have been established which would restrict or limit the voting control of the Controlling Person. If such provision or term exists in the establishing or governing documents or other agreements, the Owners agree that it shall be void for all purposes;

(4) The Controlling Person has, as of the date of execution of this Agreement, the option, but not the obligation, exercisable on thirty (30) days' notice, to purchase any or all of the equity and voting interest owned by the other Owners for a sum certain which has been determined prior to the execution of this Covenant of Owners (which may be modified by the Owners). If for any reason all Owners have not agreed upon a purchase price, the undersigned Owner(s) agreethat the purchase price for their interest shall be calculated by determining the formula price in this Agreement for all of the Businesses which the Approved Entity operates and subtracting fromsuch formula price all of the current and long-term liabilities of Area Representative. The resultof such computation shall be multiplied by the ratio that the Owner's interest bears to all outstanding ownership interests in the Approved Entity. Upon tendering the purchase price for each Owner's interest, the Owners hereby agree to convey such interest and such commitment

shall be subject to enforcement by any court of competent jurisdiction through specific performance;

(5) If the Controlling Person receives a bona-fide offer and desires to sell the franchise, the Area Representative can require the other Owners to sell his/her interest in accordance with the terms of the bona-fide offer.

(6) None of the Owners has made, provided, received or taken any security interest in this Agreement or any pledge of any equity or interest in the Approved Entity and no such security interest or pledge shall be made, provided, received or taken during the continuation of this Agreement.

(7) Neither the Area Representative nor the Approved Entity are or will be owned or controlled under any arrangement whereby the ownership, control or voting rights are owned or controlled by two persons or entities, or one person and one entity, on a 50/50 basis.

These Covenants of Owners are intended to modify and supersede any provisions of the establishing or governing documents for the Approved Entity or other agreement between the Owners which are inconsistent with its terms. In the event of any inconsistency between these Covenants of Owners and any other agreement or governing or establishing document, these Covenants of Owners shall control. The undersigned acknowledge that the execution of these Covenants of Owners are conditions to approval by Franchisor of assignment or entry of this Agreement with Franchisor, and Franchisor shall be entitled to refuse to acknowledge or recognize any provisions of the governing or establishing documents of the Approved Entity which are inconsistent with the terms of these Covenants of Owners or this Agreement. Each of the Owner(s) agrees that in the event that any of the governing or establishing documents for the Approved Entity are inconsistent with the provisions of these Covenants of Owners, the Controlling Person is granted the authority and power to modify or amend such provision and each Owner agrees to cast any necessary vote in favor of the amendment of such document or to execute such agreement as will reconcile these Covenants of Owners and the applicable document or agreement. The undersigned further agree that the governing and establishing documents of the Approved Entity shall not be amended, modified, deleted, novated, or otherwise changed in any manner without the prior written consent of Franchisor.

CONTROLLING PERSON	% OF OWNERSHIP
OWNER	% OF OWNERSHIP
OWNER	% OF OWNERSHIP
OWNER	% OF OWNERSHIP

ATTACHMENT 4 TO AREA REPRESENTATIVE AGREEMENT

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

Bank Name: _____

ABA# : _____
Acct. No.: _____
Acct. Name: _____

Effective as of the date of the signature below, **[Area Representative Name]** (the "Area Representative") hereby authorizes Solar Grids LLC (the "Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Franchisor or its affiliates under the area representative agreement dated_____(the "Area Representative Agreement") for the franchised business located at:_____(the "AR Business"): (i) all Royalty Fees; (ii) Fund Contributions; (iii) any amounts due and owing the Franchisor or its affiliates in connection with marketing materials or other supplies or inventory that is provided by Franchisor or its affiliates; and (iv) all other fees and amounts due and owing to Franchisor or its affiliates under the Area Representative Agreement. Area Representative acknowledges each of the fees described above may be collected by the Company (or its designee) as set forth in the Area Representative Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Area Representative Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Franchisor shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Franchisor. **[Area Representative Name]** shall provide Franchisor, in conjunction withthis authorization, a voided check from the above-referenced account.

[Signature page follows]

Signature Page for Attachment 4 to Area Representative Agreement

AGREED:

AREA REPRESENTATIVE

[INSERT AREA REPRESENTATIVE NAME]

By: _____

Name (Print): _____

Its: _____

FRANCHISOR APPROVAL

SOLAR GRIDS LLC

By: _____

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

ATTACHMENT 5 TO AREA REPRESENTATIVE AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT
(for trained employees, officers, directors, general partners, members, Controlling Person(s) and any other management personnel of Area Representative)

In consideration of my being a [INSERT TITLE/ROLE WITH AREA REPRESENTATIVE] of _____ (the "Area Representative"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Area Representative has acquired the right from Solar Grids LLC (the "Franchisor") to: (i) establish and operate a Solar Grids® franchised business (the "Business"); and (ii) use in the operation of the Business the Franchisor's trade names, trademarks and service marks (collectively, the "Marks") and the Franchisor's unique and distinctive format and system relating to the establishment and operation of Businesses (the "System"), as they may be changed, improved and further developed from time to time in the Franchisor's sole discretion, only at the following authorized and approved location: _____ (the "Premises").

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

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

3. As [INSERT TITLE WITH RESPECT TO AREA REPRESENTATIVE] of the Area Representative, the Franchisor and franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manual, and other general assistance during the term of this Agreement.

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

5. The Confidential Information is proprietary, involves trade secrets of the Franchisor, 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 Franchisor as confidential. Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as [INSERT TITLE] of the Area Representative, 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 Area Representative under the Area Representative Agreement.

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

7. Except as otherwise approved in writing by the Franchisor, I shall not, while in my position with the Area Representative, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business involved in selling solar products and installation business (collectively, a "Competing Business"). I also agree that I will not undertake any action to divert business from the Business to any Competing Business or solicit any of the former customers or employees of Franchisee for any competitive business purpose.

7.1 Post-Term Restrictive Covenant for Controlling Person of Franchised Business or Manager/Officers/Directors of Area Representative. In the event I am a manager of the Franchised Business, or an officer/director/manager/partner of Area Representative that has not already executed a personal guaranty agreeing to be bound by the terms of the Area Representative Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of one year after the expiration or termination of my employment with Area Representative for any reason: (i) at or within a 10-mile radius of the Premises; or (ii) within a 5-mile radius of any other AR Business that exists at the time my employment with Area Representative ceases through the date of my involvement with the Competing Business. I also agree that I will not be involved in the franchising or licensing of any Competing Business at any location or undertake any action to divert business from the Area Representative Business to any Competing Business or solicit any of the former customers or employees of Area Representative for any competitive business purpose, during this one-year period following the termination or expiration of my employment with the Area Representative.

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 Franchisor 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 Franchisor 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 Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Area Representative. I am aware that my violation of this Agreement will cause the Franchisor and the Area Representative irreparable harm; therefore, I acknowledge and agree that the Area Representative and/or the Franchisor may apply for the issuance of a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. I agree to pay the Area Representative and the Franchisor 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 Area Representative and the Franchisor, any claim I have against the Area Representative, or the Franchisor is a separate matter and does not entitle me to violate or justify any violation of this Agreement.

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

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

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

14. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND MYSELF HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURT CLOSEST TO FRANCHISOR'S THEN-CURRENT HEADQUARTERS OR, IF APPROPRIATE, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT FOR NEBRASKA. I HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. I HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ME IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY NEBRASKA OR FEDERAL LAW. I FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE ONE OF THE COURTS DESCRIBED ABOVE IN THIS SECTION; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

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

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

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

The notice shall be addressed to

Solar Grids LLC
Attn: Larry Schroder
151 N. 8th Street, Suite 534
Lincoln, NE 68508

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

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

[Signature page follows]

Signature Page for Attachment 5 to Area Representative Agreement

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

UNDERSIGNED

Signature: _____

Name: _____

Address: _____

Title: _____

ACKNOWLEDGED BY AREA REPRESENTATIVE

[AREA REPRESENTATIVE NAME]

By: _____

Title: _____

ATTACHMENT 6 TO AREA REPRESENTATIVE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAIN NAMES

1. _____, doing business as a Solar Grids® (the "Assignor"), in exchange for valuable consideration provided by Solar Grids LLC (the "Assignee"), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, domain names, as well as any listings associated therewith, utilized byAssignor in the operation of its Solar Grids® located at _____ (collectively, the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): _____
Facsimile Number(s): _____
Domain Name(s) (as permitted by Franchisor under the Area Representative Agreement):
_____

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

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

ASSIGNOR

BY:_____ Date: _____

TITLE:_____

ASSIGNEE

SOLAR GRIDS LLC

By: _____

ATTACHMENT 7 TO AREA REPRESENTATION AGREEMENT

FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION

As you know, Solar Grids LLC ("we", "us"), and you are preparing to enter into an Area Representative Agreement for the right to operate one (1) or more Franchised Units, operate an Area Representative Territory (each, a "Business"). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Area Representative Agreement and pay us the appropriate Area Representative fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes____No _____ 1. Have you received and personally reviewed the Area Representative Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?

Yes____No _____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes____No _____ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes____No _____ 4. Do you understand all the information contained in the Disclosure Document and the Area Representative Agreement you intend to enter into with us?

Yes____No _____ 5. Have you reviewed the Disclosure Document and Area Representative Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Business(es) with these professional advisor(s)?

Yes____No _____ 6. Do you understand the success or failure of your Business(es) will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your Territory, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes____No _____ 7. Do you understand we have only granted you certain, limited territorial rights under the Area Representative Agreement, and that we have reserved certain rights under the Area Representative Agreement?

Yes____No _____ 8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the

Solar Grids® mark or any other mark at any location outside your Area/Territory under the Area Representative Agreement, without regard to the proximity of these activities to the premises of your Business(es)?

Yes____No _____ 9. Do you understand all disputes or claims you may have arising out of or relating to the Area Representative Agreement must be mediated and/or arbitrated, at our option, at our then-current headquarters?

Yes____No _____ 10. Do you understand the Area Representative Agreement provides that you can only collect compensatory damages on any claim under or relating to the Area Representative Agreement and are not entitled to any punitive, consequential or other special damages?

Yes____No _____ 11. Do you understand the sole entity or person against whom you may bring a claim under the Area Representative Agreement is us?

Yes____No _____ 12. Do you understand that the Area Representative (or one of its principals if Area Representative is an organization), as well as any Principal Executive(s) (as defined in the Area Representative Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Business to open or consent to a transfer of that Business?

Yes__ No__ 13. Do you understand that we require you to successfully complete certain initialtraining program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Area Representative Agreement?

Yes__ No__ 14. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises (other than thosethat you timely fulfill your development obligations and have contracted to open under the Area Representative Agreement, provided you have not materially breached that agreement and failed to timely cure that breach)?

Yes No 15. Do you understand that we will send written notices, as required by your Area Representative Agreement, to either your Business or home address until you designate a different address by sending written notice to us?

Yes____No _____ 16. Do you understand that we will not approve your purchase of a Solar Grids® franchise, or we may immediately terminate your Area Representative Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Yes___ No___ 17. Is it true that no broker, employee or other person speaking on our behalf madeany statement or promise regarding the costs involved in operating a Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes___ No___ 18. Is it true that no broker, employee or other person speaking on our behalf madeany statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes___ No___ 19. Is it true that no broker, employee or other person speaking on our behalf madeany statement or promise or agreement, other than those matters addressed in your Area Representative Agreement, Franchise Agreement, and/or Development Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to,or different from, the information contained in the Disclosure Document?

Yes____No _____ 20. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Business purchase with exception of those payments or loans provided in the Disclosure Document?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Signature of Area Representative Applicant	Signature of Area Representative Applicant
_____	_____
Name (please print)	Name (please print)
Dated:_____, 20_____	Dated:_____, 20_____
_____	_____
Signature of Area Representative Applicant	Signature of Area Representative Applicant
_____	_____
Name (please print)	Name (please print)
Dated:_____, 20_____	Dated:_____, 20_____

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES ON BACK OF THIS PAGE (REFER TO QUESTION NUMBER)

ATTACHMENT 8 TO AREA REPRESENTATION AGREEMENT

PERSONAL GUARANTY

NOTE: IF AREA REPRESENTATIVE IS A CORPORATION, EACH OF AREA REPRESENTATIVE'S SHAREHOLDERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF AREA REPRESENTATIVE IS A PARTNERSHIP, EACH OF AREA REPRESENTATIVE'S GENERAL PARTNERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF AREA REPRESENTATIVE IS A LIMITED LIABILITY COMPANY, EACH OF AREA REPRESENTATIVE'S MEMBERS AND MANAGERS MUST EXECUTE THE FOLLOWING UNDERTAKING.

ARTICLE I
PERSONAL GUARANTY

Owners with Any Interest Required to Sign Guaranty Pursuant to Section 21. _____, _____, _____, _____, _____, _____, _____, (individually and collectively "you") hereby represent to Solar Grids LLC ("Franchisor") that you are all of the shareholders of_____("Area Representative"), or all of the general partners or limited partners of the Area Representative, or all of the members and manager of Area Representative.

In consideration of the grant by Franchisor to the Area Representative as herein provided, each of you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the Area Representative Agreement entered into between Area Representative and Franchisor ("Area Representative Agreement"), all franchise agreements executed pursuant to the Area Representative Agreement, and any other agreement between Area Representative and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Area Representative of each and every obligation of Area Representative under the aforesaid Area Representative Agreement or other agreement between Franchisor and Area Representative, including, without limitation, any indebtedness of Area Representative arising under or by virtue of the aforesaid Area Representative Agreement and that you (jointly and individually) will not permit or cause any change in the percentage of Area Representative owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer, which consent must not be unreasonably withheld, and without first paying or causing to be paid to Franchisor the transfer fee provided for in said Area Representative Agreement, if applicable, and without otherwise complying with the transfer provisions of the foregoing Area Representative Agreement (the "Guaranty").

ARTICLE II
CONFIDENTIALITY

During the term of the Area Representative Agreement, any related franchise agreements, and this Guaranty, you will receive information, which Franchisor considers its trade secrets and confidential information including, without limitation, which includes certain trade secrets, copyrighted materials, methods and other techniques and know-how; Franchisor may now or in the future create, and both the AR Manual and Operations Manual ("Confidential Information"). You shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information and trade secrets, including, without limitation: any goods or services offered or authorized for sale by System franchisees; Franchisor's copyrighted materials; and methods and other techniques and know-how concerning the operation of the Businesses in a Development Area, which may be communicated to you or of which you may become apprised by virtue of your role as a guarantor of the Area Representative's obligations under the Area Representative Agreement. Any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential, will be deemed Confidential Informationfor purposes of this Agreement.

ARTICLE III
NON-COMPETITION

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

1) **During the Term of the Area Representative Agreement and this Guaranty.** During the term of this Agreement, neither Area Representative, Area Representative's officers, directors, or principals, nor any spouses or members of the immediate family of Area Representative or Area Representative's officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership, or corporation:

(a) Own, engage in, be employed in sales management or purchasing by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in in any other solar sales and service business (except for other Businesses operated under franchise agreements entered into with us or other Businesses in which you or your owners have an ownership interest) (a "Competing Business").

(b) Solicit or employ, directly or indirectly, any person who is employed by Franchisor, by any entity controlled by or affiliated with Franchisor or by any other of Franchisor's franchisees if that solicitation or employment results in that person terminating his or her present employment and working for Area Representative, or if that solicitation or employment results in that person working in or for or operating a Competing Business.

2) **After the Term of the Area Representative Agreement.** For a period of two (2) years

after termination or expiration of this Agreement, Area Representative will not, directly or indirectly for the benefit of Area Representative or Area Representative's owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any Competing Business located or regularly selling at the premises of the Competing Business or through mobile points of service (i.e. working remotely) or from other Competing Business or fixed location within ten (10) miles of the Development Area in any state in which Area Representative operated, excluding ownership of less than ten percent (10%) of the stock of shares in any corporation whose stock is publicly traded; provided, however, that this Section does not apply to Area Representative's operation of any other System Business;

3) **Intent and Enforcement**. It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of an actual or threatened breach of this Article III, Franchisor's harm will be irreparable, and that Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree on your own behalf and Area Representative's behalf that each of you have previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevent you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV
DISPUTE RESOLUTION

1) **Acknowledgment**. You acknowledge that this Guaranty is not an Area Representative Agreement and does not confer upon you any rights to use the Franchisor's proprietary marks or its system.

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

3) **Arbitration.** If internal dispute resolution and mediation fail, any and all disputes arising from or relating to the parties' relationship, or this Agreement shall be subject to mandatory arbitration which shall be conducted and completed within thirty (30) days of written demand, therefore. Franchisor shall be entitled to recover its reasonable attorneys' fees and litigation costs and expenses including expert witness fees if it is the substantially prevailing party in any mediation or litigation relating to this Agreement or the parties' relationship.

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

5) **Injunctive Relief.** Nothing contained in this Guaranty shall prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation or judicial proceeding or pending the trial or handing down of a decision or award pursuant to any mediation or judicial proceeding conducted hereunder.

6) **Jury Trial Waiver.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS PERSONAL GUARANTY OR THE AREA REPRESENTATIVE AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM FRANCHISOR OF THE FRANCHISE, OPTION AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS, WHETHER LITIGATION OR MEDIATION, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN AREA REPRESENTATIVE AND AREA REPRESENTATIVE'S PRINCIPALS AND YOU, AND FRANCHISOR OR ITS AFFILIATES OR EMPLOYEES, MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER PERSON OR ENTITY.

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

8) **Limitation on Action.** You agree that no cause of action arising out of or under this Guaranty or the Area Representative Agreement may be maintained by you unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against the Franchisor, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

9) **Attorneys' Fees**. If either party institutes any judicial or litigation proceeding to enforce any monetary or nonmonetary obligation or interpret the terms of this Guaranty and the Area Representative Agreement, and Franchisor prevails in such action, you shall be liable to Franchisor for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

10) **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Personal Guaranty and the Area Representative Agreement shall not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative. Franchisor's election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

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

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

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

No Personal Liability. You agree that fulfillment of any and all of Franchisor's obligations written in this Guaranty or in the Area Representative Agreement or based on any oral communications which may be ruled to be binding in a Court of Law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Area Representative or you for any reason.

[Guarantor signature page follows]

Guarantor Signature Page for Attachment 8 to Area Representative Agreement

PERSONAL GUARANTORS

_____

_____

_____

_____

ATTACHMENT 9 TO AREA REPRESENTATION AGREEMENT

TRANSFER OF AREA REPRESENTATIVE BUSINESS TO A CORPORATION OR LIMITED LIABILITY COMPANY

SAMPLE TRANSFER OF AREA REPRESENTATIVE BUSINESS TO A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned, an officer, director and owner of a majority of the issued and outstanding voting stock of the corporation set forth below, or manager/member of the issued and outstanding interests of the limited liability company set forth below (the "Transferee"), and the Area Representative of the AR Business ("Area Representative") under an Area Representative Agreement executed on the date set forth below (the "Area Representative Agreement"), between Area Representative and Solar Grids, LLC ("Franchisor"), granting him/her a franchise to operate in the designated territory granted by the Area Representative Agreement (the "AR Development Area") set forth below, and the other undersigned directors, officers and shareholders of the Transferee, or the managers/members of the Transferee (collectively, the "Signatories"), who together with Area Representative constitute all of the shareholders of the Transferee, or the managers/members of the Transferee, in order to induce Franchisor to consent to the assignment of the Area Representative Agreement to the Transferee in accordance with the provisions of the Area Representative Agreement, agree as follows:

1. The Area Representative shall remain personally liable in all respects under the Area Representative Agreement and all the Signatories, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Area Representative Agreement including the restrictive covenants contained in Section 14 thereof, to the same extent as if each of them were the Area Representative set forth in the Area Representative Agreement and they jointly and severally personally guarantee all of the Area Representative's obligations set forth in said Agreement. The Signatories will execute the Personal Guaranty attached as Attachment 8 to the Area Representative Agreement;

2. The Signatories agree not to transfer any stock or interest in the Transferee without the prior written approval of the Franchisor and agree that all stock certificates representing shares or interest in the Transferee shall bear the following legend:

> "The shares of stock represented by this certificate are subject to the terms and conditions set forth in an Area Representative Agreement dated_____, 20 between _____ and Solar Grids, LLC."
>
> or
>
> "The ownership interests represented by this certificate are subject to the terms and conditions set forth in an Area Representative Agreement dated_____, 20 between _____ and Solar Grids, LLC."

3. Transferee or Transferee's designee shall devote his best efforts to the day-to-day operation and development of the Businesses.

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

Date of Area Representative Agreement:

_____

Development Area for Solar Grids®:

_____

AREA REPRESENTATIVE:

By: _____

TRANSFEREE:

_____
(Name of Corporation or Limited Liability Company)

By: _____

Title: _____

SIGNATORIES

By: _____

By: _____

By: _____

FRANCHISOR:

By: _____

EXHIBIT D

FINANCIAL STATEMENTS

SOLAR GRIDS LLC

Balance Sheet

As of June 30, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Disbursements Account 9034	174,483.25
SOLAR GRIDS LLC (8993)	70,894.13
Temp Checking Account for QB Cash	9,655.17
West Gate 9034	59,915.80
Total Bank Accounts	**$314,948.35**
Accounts Receivable	
Accounts Receivable (A/R)	28,271.00
Total Accounts Receivable	**$28,271.00**
Other Current Assets	
Uncategorized Asset	10,000.00
Undeposited Funds	25,398.00
Total Other Current Assets	**$35,398.00**
Total Current Assets	**$378,617.35**
TOTAL ASSETS	**$378,617.35**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
American Express Credit Card	-70,536.55
Citi Bank	-16,132.58
Wells Fargo Credit Card	-45,702.43
Total Credit Cards	**$ -132,371.56**
Other Current Liabilities	
Client Holding Account	298,259.12
Total Other Current Liabilities	**$298,259.12**
Total Current Liabilities	**$165,887.56**
Long-Term Liabilities	
Franchise Fee Unearned	24,747.00
Total Long-Term Liabilities	**$24,747.00**
Total Liabilities	**$190,634.56**
Equity	
Capital Stock	1,000.00
Opening Balance Equity	0.00
Owner's Investment	49,000.00
Owner's Pay & Personal Expenses	-31,460.00
Retained Earnings	58,278.00
Net Income	111,164.79
Total Equity	**$187,982.79**
TOTAL LIABILITIES AND EQUITY	**$378,617.35**

SOLAR GRIDS LLC

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

YEAR ENDED DECEMBER 31, 2020

DASH Business Solutions, LLC

13957 Exotica Lane Wellington, FL 33414 561.247.5303

SOLAR GRIDS LLC

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DASH Business Solutions, LLC

Independent Auditor's Report

To the Members of
Solar Grids LLC

We have audited the accompanying financial statements of Solar Grids LLC, which comprise the balance sheet as of December 31, 2020, and the related statement of operations, members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Solar Grids LLC as of December 31, 2020, and the results of its operations and its cash flows for the year then ended, in accordance with the generally accepted accounting principles in the United States of America.

Basis for Opinion

The audit was conducted in accordance with generally accepted auditing standards (GAAS) of the United States of America while specifically adhering to the auditor's responsibility listed below. The auditor is required to be independent of the entity and meet other ethical responsibilities relevant to the audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with generally accepted accounting principles in the Unites States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Performing an audit in accordance with GAAS requires the auditor to exercise professional judgment and maintain professional skepticism throughout the audit. The GAAS standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing 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 the 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 entity'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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used, the reasonableness of significant accounting estimates made by management, consideration of the entity's ability to continue as a going concern for a reasonable amount of time, as well as evaluating the overall presentation of the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

The auditor is required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters the auditor identified during the audit.

The objectives of the auditor are to i) obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; and ii) issue an auditor's report that includes the auditor's opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than the risk of detecting a misstatement resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

DASH Business Solutions, LLC

DASH Business Solutions, LLC
Wellington, FL
March 22, 2021

SOLAR GRIDS LLC

Balance Sheet
December 31, 2020

ASSETS

Current Assets	
Cash and Cash Equivalents	$ 140,617
Accounts Receivable	24,689
Total Current Assets	165,306
Other Assets	
TOTAL ASSETS	$ 165,306

LIABILITIES & EQUITY

Long Term Liabilities	
Deferred Revenue	$ 24,747
Total Long Term Liabilities	24,747
Total Liabilities	24,747
Members' Equity	
Capital Contributions	50,000
Retained Earnings	90,559
Members' Equity	140,559
TOTAL LIABILITIES & EQUITY	$ 165,306

See accompanying Notes to Financial Statements
3

SOLAR GRIDS LLC

Statement of Operations
For The Year Ended December 31, 2020

Revenues	
Onboarding Revenue	$ 74,241
Sales	38,810
Sales of Product	61,915
SOLAR School Training	148,482
Reimbursements	(11,250)
Total Revenue	312,198
Cost of Revenues	2,026
Gross Profit	310,172
Operating Expenses	
Advertising	175,472
Automobile Expenses	703
Bank Charges and Fees	590
Computer Expenses	1,058
Contract Labor	12,859
Dues and Subscriptions	121
Insurance	19
Legal and Professional Services	525
Meals	565
Merchant Processing Fees	58
Office Supplies and Software	10,055
Rent and Lease	479
Salaries and Wages	7,254
Small Equipment	140
Taxes and Licenses	833
Telephone	26
Travel	2,606
Total Expenses	213,363
Operating Income (Loss)	96,809
Interest Income	-
Net Income (Loss)	$ 96,809

See accompanying Notes to Financial Statements
4

SOLAR GRIDS LLC

Statement of Changes in Members' Equity
For The Year Ended December 31, 2020

Equity at January 1, 2020	$ -
Capital Contribution	50,000
Member Draws	(6,250)
Net Income (Loss)	96,809
Equity at December 31, 2020	$ 140,559

See accompanying Notes to Financial Statements
5

SOLAR GRIDS LLC

Statement of Cash Flows
For The Year Ended December 31, 2020

Cash Flows From Operating Activities:	
Net Income (Loss)	$ 96,809
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by Operating Activities:	
Depreciation & Amortization	-
Changes in Assets and Liabilities	
Decrease (Increase) in Assets	(24,689)
Increase (Decrease) in Liabilities	24,747
Net Cash Provided by Operating Activities	96,867
Cash Flows From Investing Activities:	
Loans From Members	-
Net Cash Provided by Investing Activities	-
Cash Flows From Financing Activities:	
Capital Contributions	50,000
Member Draws	(6,250)
Net Cash Provided by Investing Activities	43,750
Net Change in Cash	140,617
Cash - Beginning of Period	-
Cash - End of Period	$ 140,617

See accompanying Notes to Financial Statements
6

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Business

Solar Grids LLC (the "Company") was formed on February 12, 2020 as a Wyoming Limited Liability Company for the purpose of offering franchise opportunities and support for entrepreneurs who want to own a franchisee location of Solar Grids.

Basis of Accounting

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

Accounting Standards Codification

The financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online search system.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. Also included with cash equivalents are deposits in-transit from banks for payments related to third-party credit card and debit card transactions. As of December 31, 2020, the Company had cash and cash equivalents of $140,617.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and other revenues. These receivables are carried at original invoice amount less an estimate made for doubtful receivables, based on a review of outstanding amounts. Management regularly evaluates individual customer receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. As of December 31, 2020, the Company had receivables of $24,689 and all accounts are deemed collectible.

Revenue Recognition

The Financial Accounting Standards Board ("FASB") issued codification Topic 606, Revenue from Contracts with Customers (ASC 606). Under ASC 606, the franchisor must determine if the pre-opening activities contain any distinct goods or services, known as performance obligations, and then allocate the initial franchise fees to those performance obligations using the stand-alone selling price of the goods or services. The Company has instituted ASC 606 and it is reflected in the financial statements for the year ended December 21, 2020. The franchise fees are initially deferred revenue and recognized as distinct goods are sold or service obligations are fulfilled in accordance with ASC 606. Management has determined thirty percent (30%) of initial franchise fee represents Onboarding Revenue and consists of website building, creation of unique marketing materials, skills training access, and platform set up, which is completed within a two-week period after the franchise fee is paid. Solar School Training Revenue represents sixty percent (60%) of the initial franchise fee and is completed within thirty days of payment of the fee. Onboarding Revenue and Solar School Training Revenue are recognized upon completion. The long-term license portion of the franchise fee represents ten percent (10%) of the fee and is recognized over a ten-year period. The franchise fee is non-refundable and there is no uncertainty about collectability. The royalty revenue and other fees are recognized when earned and are based on a percentage of gross sales of each individual franchise according to the franchisee contract.

Advertising

The Company expenses advertising costs the first time the advertising takes place. The advertising expense at December 31, 2020 was $175,472.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Income Taxes

The entity is structured as a limited liability company under the laws of the State of Wyoming and has multiple members. A limited liability company with multiple members is classified as a partnership for federal and state income tax purposes and, accordingly, the income or loss of the Company will be included in the income tax returns of the members. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under Accounting Standards Codification ("ASC") Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2020, there are no returns subject to examination based on the date of formation.

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers, which amended revenue recognition guidance to clarify the principles for recognizing revenue from contracts with customers. The guidance requires an entity to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. Additionally, qualitative and quantitative disclosures are required about customer contracts, significant judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract. ASU No. 2014-09 is effective for annual reporting in fiscal years that begin after December 15, 2019. The Company has instituted the guidance and it is reflected in the accompanying financial statements.

Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, long term notes receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Concentration of Risk

The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

Subsequent Events

Management has reviewed and evaluated subsequent events through March 22, 2021, the date on which the financial statements were issued.

NOTE 2 - RELATED PARTY TRANSACTIONS

During the years ended December 31, 2020, the Company has not incurred any operating expenses with related parties.

NOTE 3 - COMMITMENTS AND CONTINGENCIES

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.
In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company. The Company does not carry general liability or workers' compensation coverage, nor is it self-insured.

NOTE 4 - FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

A. The Company will grant the right to use the Company name, trademark and system in the franchisees franchise development business.
B. The franchisee is obligated to pay a non-refundable initial franchise fee.
C. The franchisee is obligated to pay a monthly royalty fee and other fees as outlined in the agreement.
D. All other terms of the Franchise Disclosure Document.

NOTE 5 - DEFERRED REVENUE

As stated in Note 1, under ASC 606, the franchisor may recognize franchise fee revenue from the initial franchise fee when the franchisor has performed all services required to earn the initial franchise fee, or when pre-opening activities contain any distinct goods or services that can be allocated from the initial franchise fee. Management has determined the amounts that can be allocated from the franchise fee and recognized as income during the year ending December 31, 2020 as specified in *Revenue Recognition* of Note 1. The amounts in deferred revenue consist of the long-term license unearned portion of the initial franchise fees. The deferred revenue is $24,747 at December 31, 2020, and will be earned equally over a ten-year time period.

DASH Business Solutions, LLC
Certified Public Accountant and Business Consulting Firm

CONSENT OF THE INDEPENDENT AUDITOR

DASH Business Solutions, LLC consents to the use in the Franchise Disclosure Document issued by Solar Grids LLC ("Franchisor"), on March 22, 2021, as it may be amended, of our report dated March 22, 2021, relating to the financial statements of the Franchisor for the period ending December 31, 2020.

DASH Business Solutions, LLC

DASH Business Solutions, LLC
March 22, 2021

13957 Exotica Lane Wellington, FL 33414 561.247.5303

EXHIBIT E

OPERATIONS MANUAL

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EXHIBIT F

AREA REPRESENTATIVE INFORMATION

State	City	Address	Phone	Owner Name(s)
Iowa	Cedar Falls	7103 Chancellor Dr, Cedar Falls, IA 50613	(319) 504-9689	Our Regional Franchise LLC

EXHIBIT G

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

This Agreement is made between Solar Grids LLC, a Wyoming limited liability company ("Franchisor"), and _____ ("Franchisee"), a _____ company on _____ (the "Effective Date").

Background Statement:

A. Franchisor has created and owns a system (the "System") for developing and operating a solar energy business for the sale of private solar energy under the trade name Solar Grids® (hereinafter "Business").

B. The System includes (1) methods, procedures, and standards for developing and operating a Business, (2) plans, specifications, equipment, signage and trade dress for the Businesses, (3) particular products and services, (4) the Marks (defined later), (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by Franchisor from time to time.

C. The parties desire that Franchisor license the Marks and the System to Franchisee for Franchisee to develop and operate a Business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment, or appeal thereof, whether formal or informal.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Franchisor.

"**Business**" means the Solar Grids® franchised business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which offers solar products and services to residential or commercial customers.

"**Confidential Information**" means all non-public information of or about the System, Franchisor, and any Businesses, including all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

"General Manager" means a key employee Franchisee appoints to manage day-to-day operations of the Business.

"Gross Profits" is calculated as an amount equal to the profit after deducting the direct expenses;

equipment, engineering, construction, added equipment and dealer fees.

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Franchisor's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means Franchisor's confidential Operations Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by Franchisor from time to time for use in a Business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs, which Franchisor requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or brand standards of the franchise system as determined by Franchisor, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (suchas computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business,

(ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Franchisor grants to Franchisee the right to operate a Solar Grids® Business. Franchisee shall develop, open, and operate the Business for the entire term of this Agreement. Franchisee may accept customers from anywhere but is limited to soliciting customers with the Territory as defined on the Summary Page of this Agreement.

2.2 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer, and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify Franchisor within 10 days.

2.3 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive does not have to serve as a day- to-day general manager of the Business, but the Principal Executive must devote substantial timeand attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for theBusiness, Franchisee shall promptly designate a new Principal Executive, subject to Franchisor's reasonable approval.

2.4 Franchisor Retained Rights. Franchisor retains the right to: establish and license others to establish and operate Businesses outside the Territory, notwithstanding their proximity to the Territory or their impact on the Business; and operate and license others to operate other franchised businesses anywhere that do not operate under the Solar Grids® brand name.

2.5 No Conflict. Franchisee represents to Franchisor that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement subject to the following conditions prior to each expiration:

(a) Franchisee notifies Franchisor of the election to renew 180 days prior to the end of the term;

(b) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Franchisor (or any of its affiliates) at the time of election and at the time of renewal;

(c) Franchisee has made or agrees to make (within a period of time acceptable to Franchisor) renovations and changes to the Business as Franchisor requires (including a Remodel, if applicable) to conform to the then-current System Standards;

(d) Franchisee and its Owners execute Franchisor's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section; and

(e) Franchisee and each Owner executes a general release (on Franchisor's then-standard form) of any and all claims against Franchisor, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page of this Agreement. This initial franchise fee is not refundable.

4.2 Royalty Fee. Franchisee will be required to start paying royalties once the Business begins collecting revenue from operations or within 180 days of having signed this Franchise Agreement. Franchisor reserves the right to collect the royalty at any interval it determines to be appropriate upon future notice (for example, bi-weekly, weekly, or immediately following a client sale by the Business). Franchisee will pay Franchisor a Royalty Fee equal to the greater of: (i) 30% of Gross Profit of your Business, or (ii) $500 per month (subject to increase annually based on a change to the CPI) in the first year, and (iii) $1000 per month (subject to increase annually based on a change to the CPI) for the second year and beyond.

4.3 Replacement / Additional Training Fee. If Franchisee sends an employee to Franchisor's training program after opening, Franchisor may charge its then-current training fee.

4.4 Tech Fee. Franchisee will pay Franchisor $200 per month for access to the management operating system, the web application, and website. This fee will be due by the 5th of each month.

4.5 Non-Compliance Fee. Franchisor may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to Franchisor) which Franchisee fails to cure after 30 days' notice. Thereafter, Franchisor may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of Franchisor's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from

Franchisee's breach. The non-compliance fee is in addition to all of Franchisor's other rights and remedies (including default and termination under Section 14.2).

4.6 Payment Terms.

(a) Method of Payment. Franchisee must furnish Franchisor and Franchisee's bank with all authorizations necessary to effect payment by the methods Franchisor specifies. Franchisor currently requires Franchisee to make payment by electronic debit from Franchisee's specified checking or savings account, and Franchisee must complete and sign an Authorization Agreement for Preauthorized Payments for this purpose (Attachment 3 of this Agreement). Franchisee must maintain sufficient funds in the account to permit Franchisor to withdraw the Operating Fees due from time to time. Franchisee may not, under any circumstances, set off, deduct, or otherwise withhold any Operating Fees, interest charges, or any other monies payable under this Agreement on grounds of our alleged non-performance of any obligations or for any other reason. If Franchisee fails to timely report Gross Profits, or Franchisor is otherwise unable to access the Gross Profits, Franchisor may estimate the amount of fees due and make a corresponding withdrawal from Franchisee's bank account based on the estimate, plus 20% of the estimate. If Franchisor underestimates any fees due, Franchisee will remain obligated to pay the total amount of fees due, which, Franchisor may debit from your account automatically. If Franchisor overestimates any fees due, Franchisor will credit the fees paid (without interest) against fees due in the next payment period after Franchisor receives accurate records regarding the Gross Profits.

(b) Costs of Collection. Franchisee shall repay any costs incurred by Franchisor (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(c) Application. Franchisor may apply any payment received from Franchisee to any obligation and in any order as Franchisor may determine, regardless of any designation by Franchisee.

(d) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Franchisor any fees or amounts described in this Agreement are not dependent on Franchisor's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

ARTICLE 5. ASSISTANCE

5.1 Manual. Franchisor shall make its Manual available to Franchisee.

5.2 Assistance in Hiring Employees. Franchisor shall provide its suggested staffing levels to Franchisee. Franchisor shall provide suggested guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

5.3 Pre-Opening Assistance.

(a) Pre-Opening Plans, Specifications, and Vendors. Within a reasonable time after the Effective Date, Franchisor shall provide Franchisee with (i) the applicable System Standards, (ii) other specifications as Franchisor deems appropriate (which may include specifications regarding

inventory, supplies, materials, and other matters), and (iii) Franchisor's lists of Approved Vendors and/or Required Vendors.

(b) Pre-Opening Training. Franchisor shall make available its standard pre-opening training to the Principal Executive and up to three other employees, at Franchisor's headquarters and/or at a Business designated by Franchisor. Franchisor shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. Franchisor reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(c) Market Introduction Plan. Franchisor shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(d) On-Site Opening Assistance. Franchisor shall have a representative support Franchisee's business opening with at least 3-5 days of onsite opening training and assistance.

5.4 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, Franchisor will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's Business, and resolving operating problems Franchisee encounters, to the extent Franchisor deems reasonable. If Franchisor provides in-person support in response to Franchisee's request, Franchisor may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, Franchisor will provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. Franchisor will provide Franchisee with Franchisor's recommended administrative, bookkeeping, accounting, and inventory control procedures. Franchisor may make any such procedures part of required (and not merely recommended) System Standards.

(d) Internet. Franchisor shall maintain a website for Solar Grids®, which will include Franchisee's Territory and contact information.

ARTICLE 6. TRAINING AND OPENING

6.1 New Franchisee Training. Franchisee's Principal Executive must complete Franchisor's training program for new franchisees to Franchisor's satisfaction before opening the Business.

6.2 Conditions to Opening. Franchisee shall notify Franchisor at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisor has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have

completed all of Franchisor's required pre-opening training; and (7) Franchisor has given its written approval to open, which will not be unreasonably withheld.

6.3 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business. Franchisor shall not be liable to Franchisee, nor issue refunds to Franchisee, if laws and regulations change and make the Business unviable in the Territory.

7.3 Products, Services, and Methods of Sale. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by Franchisor in the Manual or otherwise in writing. Unless otherwise approved or required by Franchisor, Franchisee shall not make sales by any other means, including without limitation by wholesale, by delivery, by mail order or over the internet, or at temporary or satellite locations. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Franchisor may require.

7.4 Prices. Franchisee acknowledges that the System Standards determined by Franchisor may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

7.5 Personnel.

(a) Management. The Business must at all times be under the on-site supervision of the Principal Executive or a General Manager who has completed Franchisor's training program.

(b) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(c) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance, and hygiene standards set forth in the Manual.

(d) Qualifications. Franchisor may set minimum qualifications for categories of employees employed by Franchisee.

(e) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Franchisor are not joint employers, and no employee of Franchisee will be an agent or employee of Franchisor. Within seven days of Franchisor's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not Franchisor) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

7.6 Post-Opening Training. Franchisor may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by Franchisor. Franchisor may charge a reasonable fee for any training programs. Franchisor may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Franchisor. Franchisee shall enter into any subscription and support agreements that Franchisor may require. Franchisee shall upgrade, update, or replace any software from time to time as Franchisor may require. Franchiseeshall protect the confidentiality and security of all software systems, and Franchisee shall abide byany System Standards related thereto. Franchisee shall give Franchisor unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by Franchisor.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. Franchisor may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Franchisor may require Franchisee to reimburse Franchisor for any expenses.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Franchisor for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Franchisor shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Franchisor for such programs. Franchisor may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Franchisor (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept

payments as required by Franchisor. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by Franchisor, in the manner specified by Franchisor in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Solar Grids® business. Franchisee shall comply with all procedures and specifications of Franchisor related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as Franchisor may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment, and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, andrepair.

7.13 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that Franchisor requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.14 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Franchisor in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

(i) commercial general liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit,

(ii) errors and omissions coverage in an amount not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit,

(iii) business automobile liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount not less than $1,000,000, and

(iv) workers' compensation coverage as required by state law.

(b) Franchisee's policies (other than workers' compensation) must (1) list Franchisor and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of Franchisor

and its affiliates, (3) be primary and non-contributing with any insurance carried by Franchisor or its affiliates, and (4) stipulate that Franchisor shall receive 30 days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to Franchisor prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Franchisor.

7.15 Payments to Third Parties. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due.

7.16 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Solar Grids®, the Business, or any particular incident or occurrence related to the Business, without Franchisor's prior written approval, which will not be unreasonably withheld.

7.17 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without Franchisor's prior written approval, which will not be unreasonably withheld.

7.18 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Franchisor, which will not be unreasonably withheld.

7.19 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Franchisor. Franchisee must display at the Business signage prescribed by Franchisor identifying the Location as an independently owned franchise.

7.20 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Franchisor. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by Franchisor from time to time in accordance with System Standards. Franchisor may require Franchisee to purchase or lease any Inputs from Franchisor, Franchisor's designee, Required Vendors, Approved Vendors, and/or under Franchisor's specifications. Franchisor may change any such requirement or change the status of any vendor. To make such requirement or change effective, Franchisor shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If Franchisor requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the

Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Franchisor. Franchisor may condition its approval on such criteria as Franchisor deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Franchisor will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If Franchisor requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Franchisor. Franchisor will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. Franchisor may negotiate prices and terms with vendors on behalf of the System. Franchisor may receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. Franchisor has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. Franchisor may implement a centralized purchasing system. Franchisor may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Franchisor may determine.

8.5 No Liability of Franchisor. Franchisor shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If Franchisor or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Franchisor or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9. MARKETING

9.1 Territory. Franchisee hereby receives the exclusive right to market Solar Grids® within the Territory as defined on the Summary Page of this Agreement.

9.2 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by Franchisor. Franchisor may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, include any

social media policy that Franchisor may prescribe. Franchisee shall implement any marketing plans or campaigns determined by Franchisor.

9.3 Use by Franchisor. Franchisor may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to Franchisor for such purpose.

9.4 Market Cooperatives. Franchisor may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Territory is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. Franchisor shall not require Franchisee to be a member of more than one Market Cooperative. If Franchisor establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by Franchisor. Franchisor may require the Market Cooperative to adopt bylaws or regulations prepared by Franchisor. Unless otherwise specified by Franchisor, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Franchisor will be entitled to attend and participate in any meeting of a Market Cooperative. Any Business owned by Franchisor in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Franchisor may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Franchisor's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without Franchisor's prior approval pursuant to Section 9.1. Franchisor may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Sales.

(e) Enforcement. Only Franchisor will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. Franchisor may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred back to Franchisees who have contributed to the fund.

9.5 Required Spending. After opening, Franchisee is recommended, but not required, to spend at least 1% of Gross Sales each month on marketing the Business. Upon Franchisor's request, Franchisee shall furnish proof of its compliance with this Section. Franchisor has the sole discretion to determine what activities constitute "marketing" under this Section. Franchisor may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

9.6 Market Introduction Plan. Along with the Franchisor's assistance, Franchisee must develop a market introduction plan and obtain Franchisor's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Franchisor may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Franchisor may require in the Manual or otherwise in writing, including:

(i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Franchisor's fiscal year; and

(iii) any information Franchisor requests in order to prepare a financial performance representation for Franchisor's Franchise Disclosure Document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify Franchisor of any Action or threatened Action by any customer, governmental authority, or other third-party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Franchisor may request.

(c) Government Inspections. Franchisee shall give Franchisor copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to Franchisor such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Franchisor may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to Franchisor a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Franchisor's Franchise Disclosure Document and with such other information as Franchisor may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Franchisor may specify in the Manual or otherwise in writing.

10.5 Records Audit. Franchisor may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Franchisor will require Franchisee to deliver copies of books, records and supporting documentation to Franchisor. Franchisee shall also reimburse Franchisor for all costs and expenses of the examination or audit if (i) Franchisor conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any 4-week period.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Franchisor. Franchisor may supplement, revise, or modify the Manual, and Franchisor may change, add, or delete System Standards at any time in its discretion. Franchisor may inform Franchisee thereof by any method that Franchisor deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Franchisor's master copy will control.

11.2 Inspections. Franchisor may enter the premises of the Business from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate with Franchisor's inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Franchisor may videotape and/or take photographs of the inspection and the Business. Franchisor may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting Franchisor's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If Franchisor conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System

Standard by Franchisee (including following up a previous failed inspection), then Franchisor may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

11.3 Franchisor's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, Franchisor may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Franchisor for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, Franchisor may (i) require that Franchisee pay cash on delivery for products or services supplied by Franchisor, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Franchisor shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Franchisor are in addition to any other right or remedy available to Franchisor.

11.5 Business Data. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Franchisor. Franchisor hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to Franchisor all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents, or contractors. Franchisor will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by Franchisor to document Franchisor's ownership of Innovations.

11.7 Communication Systems. If Franchisor provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Franchisor to access such communications.

11.8 Delegation. Franchisor may delegate any duty or obligation of Franchisor under this Agreement to an affiliate or to a third party.

11.9 System Variations. Franchisor may vary or waive any System Standard for any one or more Solar Grids® franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Franchisor, and only in the manner as Franchisor may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Franchisor.

12.2 Change of Marks. Franchisor may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Franchisor makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) Franchisor shall defend Franchisee (at Franchisor's expense) against any Action by a third-party alleging infringement by Franchisee's use of a Mark, and (ii) Franchisor will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify Franchisor if Franchisee becomes aware of any possible infringement of a Mark by a third party. Franchisor may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Franchisor shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the word[s] "Solar Grids®" or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Franchisor for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Franchisor, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Franchisor (except for Confidential Information which Franchisor licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within five miles of Franchisee's Territory or the Territory of any other Solar Grids® business operating on the date of termination or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Franchisor. Franchisee agrees that the existence of any claim it may have against Franchisor shall not constitute a defense to the enforcement byFranchisor of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by Franchisor, Franchisee will cause its General Manager and other key employees to sign Franchisor's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if Franchisor violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after Franchisor receives written notice of termination.

14.2 Termination by Franchisor.

(a) Subject to 10-Day Cure Period. Franchisor may terminate this Agreement if Franchisee does not make any payment to Franchisor when due, or if Franchisee does not have sufficient funds in its account when Franchisor attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Franchisor gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to Franchisor's satisfaction within 30 days after Franchisor gives notice to Franchisee of such breach, then Franchisor may terminate this Agreement.

(c) Without Cure Period. Franchisor may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Franchisor;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vi) Franchisee abandons or ceases operation of the Business for more than five consecutive days;

(vii) Franchisee or any Owner slanders or libels Franchisor or any of its employees, directors, or officers;

(viii) Franchisee refuses to cooperate with or permit any audit or inspection by Franchisor or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

(ix) the Business is operated in a manner which, in Franchisor's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Franchisor or otherwise);

(x) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xi) Franchisor (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate);

(xii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xiii) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in Franchisor's opinion is reasonably likely to materially and unfavorably affect the Solar Grids® brand.

(xiv) Franchisor has the right to terminate this Agreement after scheduling a consultation with Franchisee, if Franchisee fails to generate sufficient revenue to meet the performance requirement as stated in the Operations Manual.

(d) Underperformance Standard: Beginning 12 months after Franchisee opens for business, Franchisee shall make a minimum of 10 sales per month. The first month where Franchisee falls below this performance standard, Franchisor will provide Franchisee with a notice. The second consecutive month where Franchisee continues to fall below this performance standard, Franchisee will be required to attend additional training with Franchisor (Franchisee will pay Franchisor the then-current costs of any required training). The third consecutive applicable month where Franchisee continues to fall below this performance standard, Franchisor will have the right to terminate this Agreement. Franchisor will also have the right to terminate this Agreement if Franchisee fails to meet this performance requirement in any three non-consecutive months within a 12-month period.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

(i) pay all amounts owed to Franchisor based on the operation of the Business through the effective date of termination or expiration;

(ii) return to Franchisor all copies of the Manual, Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Franchisor or any new franchisee as may be directed by Franchisor, and Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks.

14.4 Liquidated Damages. If Franchisor terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to Franchisor a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Gross Sales x 87.5% that Franchisee owed to Franchisor under this Agreement for the 52-week period preceding the date on which Franchisee ceased operating the Business; multiplied by (y) the lesser of (1) 10 or (2) the number of weeks remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 52 weeks, then (x) will equal the average Gross Sales X 87.5% that Franchisee owed to Franchisor during the period that Franchisee operated the Business. Franchisee acknowledges that a precise calculation of the full extent of Franchisor's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to Franchisor under this Section will be in lieu of any direct monetary damages that Franchisor may incur as a result of Franchisor's loss of revenues that would have been owed to Franchisor after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, Franchisor's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which Franchisor is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that Franchisor may have under this Agreement or otherwise.

14.5 Purchase Option. When this Agreement expires or is terminated, Franchisor will have the right (but not the obligation) to purchase any or all the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to Franchisor. To exercise this option, Franchisor must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that Franchisor elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Franchisor's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, orany goodwill or "going concern" value for the Business. Franchisor may withdraw its exercise ofthe purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale forthe purchased assets and any other transfer documents reasonably requested by Franchisor. If Franchisor exercises the purchase option, Franchisor may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by Franchisor to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien,Franchisor may pay a portion of the purchase price directly to the lienholder to pay off such lien. Franchisor may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Franchisor may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Franchisor. Franchisor may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Franchisor may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Franchisor entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing Franchisor at least 60 days prior notice of the proposed Transfer, and without obtaining Franchisor's consent. In granting any such consent, Franchisor may impose conditions, including, without limitation, the following:

(i) Franchisor receives a transfer fee equal to the greater of (i) 10% of the sales price of the Franchised Business, or (ii) $15,000 plus any broker fees and other out-of-pocket costs incurred by Franchisor;

(ii) the proposed assignee and its owners have completed Franchisor's franchise application processes, meet Franchisor's then-applicable standards for new franchisees, and have been approved by Franchisor as franchisees;

(iii) the proposed assignee is not a Competitor;

(iv) the proposed assignee executes Franchisor's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to Franchisor and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Franchisor or its affiliates;

(vii) the proposed assignee and its owners and employees undergo such training as Franchisor may require;

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of Franchisor in a form satisfactory to Franchisor; and

(ix) the Business fully complies with all Franchisor's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Franchisor, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Franchisor, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of the Principal Executive the executor, administrator, or personal representative of that person must appoint a new Principal Executive or Transfer the Business to a third party approved by Franchisor within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 Franchisor's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, to a co-Owner, or to a spouse, sibling, or child of an Owner), Franchisor will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to Franchisor a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Franchisor's receipt of such copy, Franchisor will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Franchisor may substitute cash for any other form of payment). If Franchisor does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Franchisor) Franchisor, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors, and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Franchisor and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Governing Law. This Agreement is governed by the laws of the state of Nebraska without reference to this state's conflict of laws principles (subject to state law), except that: (i) any disputes or actions involving any non-competition covenants, including the interpretation and enforcement thereof, must be governed by the law of the state where the Business is located.; and (ii) any franchise-specific or franchise-applicable laws of Nebraska, including those related to pre-sale disclosure and the franchise relationship generally, will not apply to this Agreement or franchise awarded hereunder unless the awarding of said franchise specifically falls within the scope of such Nebraska laws, regulations or statutes without reference to and independent of any reference to this choice of law provision.

17.2 Internal Dispute Resolution. Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's management and make every effort to resolve the dispute internally. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

17.3 Mediation. At Franchisor's option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 17.1 above, will be submitted first to mediation to take place at Franchisor's then-current corporate headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (a) any federally protected intellectual property

rights in the Marks, the System, or in any Confidential Information or other confidential information; (b) any of the restrictive covenants contained in this Agreement; and (c) any of Franchisee's payment obligations under this Agreement.

17.4 Mandatory Binding Arbitration. Except as provided in Section 17.5 of this Agreement, Franchisee and Franchisor agree that any claim, dispute, suit, action, controversy, or proceeding of any type whatsoever including any claim for equitable relief and/or where either party is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise, between or involving Franchisee and Franchisor on whatever theory and/or facts based and whether or not arising out of this Agreement (each, a "Claim") will be processed in the following manner:

C. Franchisee and Franchisor each expressly waives all rights to any court proceeding, except as expressly provided in Section 17.5 below;

D. All Claims shall be submitted to and resolved by binding arbitration that will take place at Franchisor's headquarters or other location that Franchisor designates in Lincoln, Nebraska, before and in accordance with the arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator shall be entered in any Court having jurisdiction thereof.

C. Franchisor and Franchisee agree that any arbitration between Franchisor and Franchisee shall be of Franchisee's individual claim and that the claim subject to arbitration shall not be arbitrated on a class-wide basis.

D. This arbitration provision shall be deemed to be self-executing, and in the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

E. In no event shall Franchisor be liable to Franchisee for punitive damages in any action arising out of or relating to this Agreement, or any breach, termination, or cancellation hereof.

G. Any arbitration proceeding involving this Agreement or the Business generally, including all demands, other filings and evidence submitted in connection with such proceeding, must be kept strictly confidential by Franchisee and its representatives, unless Franchisor agrees otherwise in writing.

17.5 Right to Injunctive Relief. Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Marks and Confidential Information; (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the

Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) the prohibition of any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.

17.6 Waiver of Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.7 Waiver of Class Actions. The parties agree that any claims will be mediated, arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.8 Time Limitation. Any mediation, arbitration, or other legal action arising from or related to this Agreement must be instituted within one year from the date such party discovers the conduct or event that forms the basis of the mediation or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.9 Choice of Forum. For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where Franchisor's headquarters are then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Franchisor's headquarters are then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.10 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs, and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Franchisor is not a fiduciary of Franchisee. Franchisor does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Franchisor's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Franchisor, and Franchisor's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Franchisor in its Franchise Disclosure Document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Franchisor's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. Nodelay, forbearance, or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Franchisor, addressed to 151 N. 8th Street Suite 534, Lincoln NE 68508. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing,Franchisor may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.9 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), Franchisor may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Franchisor specifies, or (ii) bind Franchisee to a renewal term of five years and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.10 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Franchisor does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Franchisor.

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in Franchisor's Disclosure Document.

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities, and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.

(3) That no person acting on Franchisor's behalf made any statement or promise regarding the costs involved in operating a Solar Grids® franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on Franchisor's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on Franchisor's behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a Solar Grids® franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on Franchisor's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between Franchisor and Franchisee concerning the Solar Grids® franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the

Disclosure Document.

Agreed to by:

FRANCHISOR	**FRANCHISEE**
SOLAR GRIDS LLC **d/b/a Solar Grids®**	_____ [Name]
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. Form of Ownership. Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State: _____

2. Owners. If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. Officers. If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Solar Grids LLC, a Wyoming limited liability company ("Franchisor").

Background Statement: _____ ("Franchisee") desires to enter into a Franchise Agreement with Franchisor for the franchise of a Solar Grids® business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce Franchisor to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to Franchisor and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Franchisor, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Franchisor upon demand from Franchisor. Guarantor waives (a) acceptance and notice of acceptance by Franchisor of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) 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 execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Franchisor make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Franchisor for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Franchisor

or its affiliates (except for Confidential Information which Franchisor licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Franchisor. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five miles of Franchisee's Territory or the territory of any other Solar Grids® business operating on the date of termination or transfer, as applicable. If the Franchise Agreement is terminated before the Area is determined, then the non-competition Area will include the Development Area and the Area of any other Solar Grids® business operating on the date of termination.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Franchisor. Guarantor agrees that the existence of any claim it or Franchisee may have against Franchisor shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved, or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit, or other indulgence which Franchisor may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Nebraska (without giving effect to its principles of conflicts of law). The parties agree that any Nebraska law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Franchisor all costs incurred by Franchisor (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Signature Page for Attachment 2 to Franchise Agreement

Agreed to by:

Name:_____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

Attachment 3 to Franchise Agreement

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Solar Grids LLC, a Wyoming limited liability company ("Franchisor").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases Franchisor, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Franchisor reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Signature Page for Attachment 3 to Franchise Agreement

Agreed to by:

_____
Name: _____
Date: _____

Attachment 4 To Franchise Agreement

FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION

As you know, Solar Grids LLC ("we", "us"), and you are preparing to enter into a Franchise Agreement for the right to operate one (1) or more Solar Grids® franchises, operate a Franchisee Territory (each, a "Business"). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay us the appropriate Franchisee Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes____No _____ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?

Yes____No _____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes____No _____ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes____No _____ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?

Yes____No _____ 5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Business(es) with these professional advisor(s)?

Yes____No _____ 6. Do you understand the success or failure of your Business(es) will depend in large part upon your skills, abilities, and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your Territory, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes____No _____ 7. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?

Yes____No _____ 8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the Solar Grids® mark or any other mark at any location outside your

Area/Territory under the Franchise Agreement, without regard to the proximity of these activities to the premises of your Business(es)?

Yes____No _____ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated and/or arbitrated, at our option, at our then-current headquarters?

Yes____No _____ 10. Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential, or other special damages?

Yes____No _____ 11. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is us?

Yes____No _____ 12. Do you understand that the Franchisee (or one of its principals if Franchisee is an organization), as well as any Principal Executive(s) (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Business to open or consent to a transfer of that Business?

Yes__ No__ 13. Do you understand that we require you to successfully complete certain initialtraining program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?

Yes__ No__ 14. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises (other than thosethat you timely fulfill your development obligations and have contracted to open under the Development Agreement, provided you have not materially breached that agreement and failed to timely cure that breach)?

Yes___ No___ 15. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Business or home address until you designate a different address by sending written notice to us?

Yes_ No__ 16. Do you understand that we will not approve your purchase of a Solar Grids® franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Yes___ No___ 17. Is it true that no broker, employee, or other person speaking on our behalf madeany statement or promise regarding the costs involved in operating a Franchised Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes___ No___ 18. Is it true that no broker, employee or other person speaking on our behalf madeany statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes___ No___ 19. Is it true that no broker, employee, or other person speaking on our behalf madeany statement or promise or agreement, other than those matters addressed in your Franchise Agreement and/or Development Agreement concerningadvertising, marketing, media support, marketing penetration, training, supportservice or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____No _____ 20. Is it true that no broker, employee, or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property, or services from you in connection with a Business purchase with exception of those payments or loans provided in the Disclosure Document?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Signature of Franchisee Applicant	Signature of Franchisee Applicant
_____	_____
Name (please print)	Name (please print)
Dated:_____	Dated:_____
_____	_____
Signature of Franchisee Applicant	Signature of Franchisee Applicant
_____	_____
Name (please print)	Name (please print)
Dated: _____	Dated: _____

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES ON BACK OF THIS PAGE (REFER TO QUESTION NUMBER).

Attachment 5 to Franchise Agreement

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

Bank Name: _____

ABA# : _____
Acct. No.: _____
Acct. Name: _____

Effective as of the date of the signature below, **[Franchisee Name]** (the "Franchisee") hereby authorizes Solar Grids LLC (the " Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Franchisor or its affiliates under the Franchise Agreement dated _____(the "Franchise Agreement") for the Business located at: _____ (the "Business"): (i) all Royalty Fees; (ii) Fund Contributions; (iii) any amounts due and owing the Franchisor or its affiliates in connection with marketing materials or other supplies or inventory that is provided by Franchisor or its affiliates; and (iv) all other fees and amounts due and owing to Franchisor or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Franchisor (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Franchisor shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Franchisor. **[Franchisee Name]** shall provide Franchisor, in conjunction with this authorization, a voided check from the above-referenced account.

[The remainder of this page intentionally left blank. Signature page to follow.]

Signature Page for Attachment 5 to Franchise Agreement

AGREED:

FRANCHISEE

[INSERT FRANCHISEE NAME]

By: _____

Name (Print): _____

Title: _____

FRANCHISOR APPROVAL

SOLAR GRIDS LLC

By: _____

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

EXHIBIT H

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	

EXHIBIT I

RECEIPTS

RECEIPT (OUR COPY)

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

If Solar Grids LLC offers you an Area Representative Business it must provide this Disclosure Document to you within 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 Area Representative Business sale.

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 agreements or payment of any consideration that relates 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 Solar Grids 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, D.C. 20580, and the state administrator identified in Exhibit B of this Franchise Disclosure Document. A list of Franchisor's agents registered to receive service of process is listed as Exhibit B to this Franchise Disclosure Document.

Issuance date: March 22, 2021 as amended July 1, 2021.

Effective Dates for this Franchise Disclosure Document in the registration states are listed on the state Effective Date Page.

I received a Franchise Disclosure Document dated that included the following Exhibits:

A – State Specific Addenda
B – State Administrators and Agents for Service of Process
C – Area Representative Agreement
D – Financial Statements
E – Operations Manual Table of Contents
F – List of Area Representatives
G – Franchise Agreement
H – State Effective Dates
I – Receipts

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

Name	Principal Business Address	Telephone Number
Larry Schroder	151 N. 8th Street Suite 534, Lincoln NE 68508	877-439-3866
Justin Kaiser	151 N. 8th Street Suite 534, Lincoln NE 68508	877-439-3866
Jeramie Rose	151 N. 8th Street Suite 534, Lincoln NE 68508	877-439-3866

Dated: _____

PROSPECTIVE AREA REPRESENTATIVE:

By:_____ Title: _____

Print Name:_____ Name of Entity: _____

PLEASE RETURN TO: **Solar Grids LLC**
151 N. 8th Street Suite 534, Lincoln NE 68508

RECEIPT (YOUR COPY)

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

If Solar Grids LLC offers you an Area Representative Business it must provide this Disclosure Document to you within 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 Area Representative Business sale.

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 agreements or payment of any consideration that relates 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 Solar Grids 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, D.C. 20580, and the state administrator identified in Exhibit B of this Franchise Disclosure Document. A list of Franchisor's agents registered to receive service of process is listed as Exhibit B to this Franchise Disclosure Document.

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Justin Kaiser	151 N. 8th Street Suite 534, Lincoln NE 68508	877-439-3866
Jeramie Rose	151 N. 8th Street Suite 534, Lincoln NE 68508	877-439-3866

Dated: _____

PROSPECTIVE AREA REPRESENTATIVE:

By:_____ Title: _____

Print Name:_____Name of Entity: _____

PLEASE KEEP THIS COPY FOR YOUR RECORDS