FRANCHISE DISCLOSURE DOCUMENT

Spray Foam Genie International, LLC
A Delaware Limited Liability Company
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We offer a franchise for the establishment of a business providing residential and commercial spray foam insulation services, including crawl space encapsulation, new construction and retro attic insulation, open & closed cell foam, slow rise foam injection, and concrete lifting/leveling.

The total investment necessary to begin operation of a Spray Foam Genie franchise is $289,435 to $439,335. This includes $125,635 to $210,135 that must be paid to the franchisor and its affiliate(s).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Michael Shinabarger at michael@phoenixfranchisebrands.com 19500 Victor Parkway, Livonia, MI 48152.

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

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

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

ISSUANCE DATE: May 15, 2023, as amended December 15, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or EXHIBIT 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 H 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 Spray Foam Genie 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 Spray Foam Genie International, LLC franchisee?	Item 20 or EXHIBIT F and EXHIBIT G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Michigan. Out-of-state mediation 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 Michigan than in your own state.
2. **Short Operating History**. The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
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. **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.
5. **Unregistered Trademark**. The primary trademark that you will use in your business is not federally registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition of the products and services you offer.
6. **Financial Condition**. The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
7. **Supplier Control**. You must purchase all or nearly all the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
8. **High Number of Unopened Franchises**. The franchisor has signed a significant number of franchise agreements with franchisees who have not

yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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 simplify the language in this disclosure document, "Spray Foam Genie International, LLC," "Spray Foam Genie," "SFG" "we," or "us" means Spray Foam Genie International, LLC, the franchisor. "You" means the business entity that buys the franchise and includes each partner, shareholder, member, or another owner of that entity. We are a Delaware Limited Liability Company formed on May 9, 2022 and our principal office is located at 119500 Victor Parkway, Livonia, MI 48152. Our agents for service of process are listed in EXHIBIT E attached to this disclosure document. We do business under the name Spray Foam Genie and, we and other franchisors in which there is overlapping minority ownership interests are marketed under Phoenix Franchise Brands. Except as noted above, we do not operate under any other names.

We have offered Spray Foam Genie franchises since October 2022. We have not operated Spray Foam Genie outlets similar to the franchise offered by this Disclosure Document, however certain of our offices have since 2007. We may operate other Spray Foam Genie concepts, including additional Spray Foam Genie outlets, in the future. We do not offer franchises in any other line of business. We do not provide any products or services to our franchisees.

Predecessors, Parents, and Affiliates

Our predecessor is APC Spray Foam, LLC ("APC"), an Alabama limited liability company formed on May 29, 2015 with a principal business address at 14160 Meadowbrook Road, Northbrook, Alabama 35475. APC is wholly owned by our co-founder and Chief Technical Officer Keith Ryan and our co-founder and Chief Operations Officer Chris Ryan. APC has operated a spray foam business in Birmingham, Alabama which served as the basis of the Spray Foam Genie franchise system and has operated under the Spray Foam Genie mark since February 2022. APC has never offered franchises in this or any other lines of business previously.

We have no parent.

Our affiliate, Spray Foam Genie International Managed Services, LLC, is a Delaware limited liability company with a principal address of 19500 Victor Parkway, Livonia, Michigan. Spray Foam Genie Managed Services, LLC, was formed on May 10, 2022 and is the exclusive supplier of voluntary Consulting Services to Spray Foam Genie franchises. It has not offered franchises in this or any other lines of business.

The Franchise Offered

We offer franchises for the operation of a Spray Foam Genie franchised business offering residential and commercial spray foam insulation services, including crawl space encapsulations, retro attics and new construction insulation, open and closed cell foam insulation, slow rise foam injections, and concrete lifting/leveling. Spray Foam Genie provides a professional, energy efficient insulation product, and a restoration alternative to replacement. Using proprietary equipment and processes, Spray Foam Genie is able to install foam and other services at a fraction of the cost by controlling waste with our proprietary software, utilizing our approved vendors for high quality raw materials with best-in-class market pricing, and gaining energy efficiencies for our clients. A focused marketing approach is designed to attract qualified prospects. We offer the franchises under the form of the franchise agreement attached to this disclosure document (the "Franchise Agreement").

As a Spray Foam Genie franchisee, you will use specialized business formats and systems (collectively, the "System,") which we may modify, supplement, and update. You will use certain service or trademarks and other commercial symbols referring to the Spray Foam Genie brand, products, and services, which we call the "Marks." Spray Foam Genie Franchised Businesses must provide all and only Spray Foam Genie products and services unless we consent in writing.

General Description of the Market and Competition

Your Spray Foam Genie business will offer Spray Foam Genie products and services to the public, including residential and commercial property owners, residential and commercial property builders, home owners' associations and property managers. The spray foam industry is not a seasonal industry, although demand is stronger in non-winter months. Customer bases can change depending on the climate in your territory.

The market for Spray Foam Genie products and services is well developed and you will compete against other spray foam installation franchises, as well as national and regional chains and independent businesses throughout the United States that may offer similar products and services. Your competitive advantage will be based upon your adherence to the System in the operation of your Spray Foam Genie franchise.

Industry-Specific Regulations

Your Spray Foam Genie Business will be subject to laws and regulations in your state, county, or municipality regarding the operation of a spray foam insulation business, which may include laws related to licenses or certifications associated with the installation of various spray foam insulation products. Some states may have licensing, certification, registration, or training requirements applicable to some or all of the services you and your employees will be providing through your Franchised Business. You may be required to pay a fee to the state agency or association responsible for enforcing these requirements. Some states may require a minimum level of education or related work experience to obtain licenses.

Your franchise will also be subject to federal, state and local Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations, and you must strictly comply with all federal, state, and local regulations regarding the use, handling, transportation, and disposal of hazardous materials. You must comply with all local, state, and federal laws and regulations that apply to the operation of your Spray Foam Genie Franchised Business, including, among others, business operations, insurance, discrimination, and employment laws. Health regulations, as well as other state and local specific safety and workplace regulations may impact the types of training, devices, and equipment you must make available to or be required to offer to your employees. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. Your Franchised Business will also be subject to various federal, state, and local laws and regulations affecting the Franchised Business, including, among others, rules and regulations governing licensing, permits, zoning, environmental protection, occupational safety and health, and hazardous substances and waste disposal. You are also subject to employment laws such as the EEOC, Fair Labor Standards Act, Americans with Disabilities Act and various state laws governing such matters as minimum wage, overtime and working conditions. There may be other federal, state and local laws which affect your Franchised Business in addition to those listed here.

You will be responsible for investigating and complying with all such laws in your designated territory. You should consider both their effect on your business and the cost of compliance. You should thoroughly investigate all of the laws and requirements before purchasing a Spray Foam Genie Franchised Business

ITEM 2. BUSINESS EXPERIENCE

Kevin Longe- Chief Executive Officer

Mr. Longe has served as the company's Chief Executive Officer since February 2022. Mr. Longe is also an executive with Door ReNew franchise brand under Phoenix Franchise Brands. Mr. Longe was previously the Chief Revenue officer of VCM, LLC from 2020 through February 2022. Prior to that he served as a Regional Sales Manager at ILC Dover from January 2018 to January 2022.

Chris Ryan- Chief Operations Officer

Mr. Ryan has served as our Chief Operations Officer since February 2022. Mr. Ryan is the owner and founder of our predecessor APC Spray Foam, LLC and has operated a spray foam business in Alabama since 2007.

Keith Ryan- Chief Technical Officer

Mr. Ryan has served as our Chief Technical Officer since February 2022. Mr. Ryan is the owner and founder of our predecessor APC Spray Foam, LLC and has operated a spray foam business in Alabama since 2007.

Gregory A. Longe – Chief Strategy Officer

Mr. Longe has served as the company's Chief Strategy Officer since July 2022. Mr. Longe is also the Chief Executive Officer of Fetch! Pet Care, Inc. since March 2020, and Furry Cuts! Petmobile International, LLC since March 30, 2021. Mr. Longe is also the Chief Executive Officer and the President of medspa810 since November 2019 and Door Renew International, LLC since July of 2021. Prior to that, he served as Chief Executive Officer for British Swim School from April 2019 to July 2019. Prior to that, he served as Chief Operating Officer of Martinizing International, LLC from November 2014 to April 2019 and President from July 2015 to April 2019 as well as its affiliates 800DC (1-800-DryClean and Bizzie brands) starting in March 2013 and P4T starting in May 2014.

ITEM 3. LITIGATION

Tankersley et al. v. Lynch et al.; Case No. 11-12847, (E.D. Mich., July 1, 2011). This case was filed by previous franchisees of Collision on Wheels International, LLC, located at 5523 E. Nine Mile Road, Warren Michigan, 48091 ("Collision on Wheels"), a company our CSO Greg Longe previously worked for, alleging violations of the Michigan Franchise Investment Law against certain then-current officers and directors of Collision on Wheels, including Gregory Longe. On or about March 1, 2013, the plaintiffs settled their claim with three of the four officers, including Mr. Longe, for $275,000 on their initial claim of $566,820.21. The parties agreed that the settlement agreement should not be taken or construed as an admission that Mr. Longe breached any duty owed to the plaintiffs. Mr. Longe was removed as a party on May 2, 2013. The case was terminated on June 28, 2013.

In the Matter of Collision on Wheels, Debtor, Fred J. Deery, Trustee, vs. John Lynch et al.; Adversary Proceeding No. 12-05334-wsd (E.D. Bktcy. Mich., July 21, 2012). On July 21, 2012, Fred J. Deery, the Trustee in the bankruptcy proceeding in In re Collision on Wheels International, LLC, (No. 10- 63350-wsd, Bkrcy, E.D. Mich. S.D. Detroit, July 20, 2010) described below in Item 4, filed a Complaint against 29 defendants, including Roosters MGC International, LLC and Gregory Longe, the then-current President of

Roosters MGC International, LLC, who was also co-President and Chief Executive Officer of the debtor at the time the debtor filed its bankruptcy petition, and who was one of the two largest creditors of the debtor. The complaint alleged fraudulent transfers, preferential transfers, turnover of property of the estate, conversion, embezzlement, and breach of fiduciary duty related to amounts the defendants allegedly received from the debtor's franchisees and failed to pay to the debtor. On or about March 4, 2013, the plaintiff/trustee settled his claim with three of the four officers, including Mr. Longe, for less than $63,000 on his initial claim in excess of $7,000,000. The parties agreed that the Settlement Agreement shall not be taken or construed as an admission that Mr. Longe breached any duty owed to Collision on Wheels or any other party. Mr. Longe was removed as a party to the proceeding as of April 9, 2013. The case was dismissed on May 10, 2013, and terminated on May 20, 2014.

No other litigation is required to be disclosed in this item.

ITEM 4. BANKRUPTCY

In re Collision on Wheels International, LLC, Case No. 10-63350-wsd (U.S. Bankruptcy Court for the E.D. Mich. S.D., July 20, 2010). Collision on Wheels filed a petition under Chapter 7 of the U.S Bankruptcy Code under the name and caption listed above. Gregory Longe was Co-President and Chief Executive Officer of Collision on Wheels International, LLC at the time it filed the bankruptcy petition. Mr. Longe was also one of the two largest creditors in the case. The case was terminated on December 10, 2014. Since this was a chapter 7 filing of a corporation, no discharge was entered.

No other bankruptcy is required to be disclosed in this disclosure document.

ITEM 5. INITIAL FEES

Initial Franchise Fee.

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement. The Initial Franchise Fee is based on the population of your DMA and is as follows:

Initial Franchise Fee	DMA Population
$62,500	150,000 to 524,999
$100,000	525,000 to 1,000,000
$135,000	1,000,001 to 1,500,000
$165,000	1,500,001 to 2,000,000
$185,000	2,000,001 to 2,500,000
$205,000	2,500,001 to 3,000,000
$225,000	3,000,001 to 3,500,000
$225,000 + 20,000	For each additional 500,000 in population above 3,5000,000, the Initial Franchise shall increase by an additional $20,000

The initial franchise fee is uniformly charged for all franchises currently being offered. The initial franchise fee is considered fully earned and is nonrefundable under any circumstances.

Initial Foam Purchase and Starter PPE

Prior to opening, you must purchase from us a "Starter Kit" that includes an initial inventory of open cell and closed cell foam, as well as all cleaners and personal protective equipment ("PPE") for the first three months of operations. The costs of the Starter Kit for a one proportioner rig (single or double) range between $60,000 and $70,000 as the price of foam may fluctuate depending on then-current market conditions. The cost of the Starter Kit is fully earned upon payment and non-refundable.

Proprietary Software

Prior to opening, you must purchase our SFG Proprietary Software ("SFG Software") which is our all-encompassing software that includes sales reporting, lead source reporting, waste management, inventory management, invoicing, quoting, estimating, quote templates, contracts, and customer data sheets. You must pay us a one-time $1,500 set fee for the SFG Software, plus an additional $1,635 representing your first three months of SFG Software payments of $545 per month. This fee is not refundable under any circumstances.

Grand Opening Advertising.

We require you to spend at least $2,000 on advertising and promotional activities during the 3 months prior to the opening of your Franchised Business. You may choose to spend more. We reserve the right to require you to direct some or all your grand opening advertising expenditures to marketing vendor(s) we designate (which may be us or our affiliates) who will implement grand opening campaign activities on your behalf.

ITEM 6. OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of weekly Gross Revenue[1] for the preceding week or the minimum royalty payment, whichever is greater. In Year 1, the weekly minimum royalty is $115 per week; in Year 2, the weekly minimum royalty is $231 per week, in Year 3, the weekly minimum royalty is $415 per week, and $480 per week in Year 4 and after.	Thursday of each week	Payment is by automatic virtual check debt. For purposes of calculating the amount due each week, a week is considered to be the seven-day period between Sunday and Saturday.
Call Center Fee	$2,000 per month, and subject to change periodically upon our	Thursday of each week	This fee is for access to and use of certain technology, including the Call Center,

Name of Fee	Amount	Due Date	Remarks
	notice to you		support from the franchisor, and access to the local marketing library. The Franchisor refers to the call center as Sales & Marketing Center (SMC)
Commercial Bidding Fee	5% of Gross Revenue of Commercial Jobs only.	Thursday after the Commercial job is completed	This fee is for access to the Commercial Bidding Program. The Franchisor, Bids, quotes, writes the proposal, orders materials, and schedules the work for Commercial Jobs on behalf of the Franchisee.
Brand Development Fund Contribution	1% of weekly Gross Revenue, with a minimum of $50 per week in Year One and $100 per week in Year 2 and beyond.	Thursday of each week	Brand Fund Contributions are paid directly to the National Brand Development Fund
Local Digital Advertising	A minimum of $2,000 per month for the first vehicle operated by the Franchised Business, plus an additional $1,000 per month for each additional vehicle	As incurred	To our approved marketing vendor. This fee is for SEO costs, digital advertisements, social media marketing, Google My Business, etc. We require you to spend this amount within your Territory to promote your Franchised Business. It is encouraged in the beginning of your business to spend additional funds on grass roots marketing, local home shows, etc..

Name of Fee	Amount	Due Date	Remarks
Grand Opening Advertising	We require you to spend at least $2,000 on advertising and promotional activities during the 3 months prior to the opening of the Franchised Business.	As incurred	This includes participate in local home shows and networking events as part of your Grand Opening Advertising to build the local brand in your community
Optional Consulting Fee for Consulting Services through Spray Foam Genie International Managed Services, LLC[2]	5% of Gross Revenue	Thursday of each week	For voluntary Consulting Services, you must pay this fee weekly.
Late Fees	$100 per week	As incurred	A late fee must be paid on any payment to us that is not paid when due.
Interest	18% per annum	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.
Insurance Reimbursement	Amount of premium paid by, Spray Foam Genie, LLC plus 20%	Upon demand	If you do not purchase insurance coverage as required, you must reimburse us this amount to secure insurance coverage.
Additional Training[3]	$150 per day plus actual travel expenses	Upon your registration for the program or meeting	For training beyond the initial training, you must pay the training fee.

Name of Fee	Amount	Due Date	Remarks
Transfer Fee	$10,000	Prior to the transfer of a franchise	A transfer includes any sale, assignment, conveyance, giving away, pledging, mortgaging, or otherwise encumbering any interest in ownership in the Franchised Business or Franchise Agreement, assets outside of the normal course of business or ownership rights.
Renewal Fee	$10,000	Upon signing a new franchise agreement	In addition to the payment of a renewal fee, you must satisfy our other renewal conditions, including signing of our then-current form of franchise agreement, the terms of which may materially differ from the terms of your initial franchise agreement.
Interim Franchise Royalty Fees	Royalty Fee plus 3.5%	Thursday of each week when applicable	An Interim Franchise Fee applies if your Franchise Agreement expires, no renewal franchise agreement is signed, and you continue operation of the Franchised Business.
Relocation Fee	$1,000	When applicable	If you relocate your franchise business, you must pay us this amount for the cost and expense we incur in connection with your relocation.

Name of Fee	Amount	Due Date	Remarks
Step-In Right Expenses[4]	Amounts will vary	As incurred	15% of gross revenue. See footnote 3 for more information.
Audit	Amounts owing plus interest at prime (as stated in the Wall St. Journal) plus 3% per year plus the cost of the audit in some circumstances. The range of cost for the audit is from $1,500 to $4,500	At the time of audit.	If the audit finds an understatement in any payment of 2% or more, franchisee shall pay the costs and expenses of the audit.
System Standard Violation	All costs of inspection and audit	As incurred	If you fail to adhere to the System Standards, you must reimburse us for any, and all costs and expenses associated with counsel, inspection, support, assistance, enforcement rendered to and against Franchisee regarding said System Standards violation and/or non-compliance.
Sales outside of Territory Fee	Up to 100% of any revenue generated from one client, and up to 300% of revenue generated from more than one client, from another franchisee's Target Area.	10 days after notice from us, or as otherwise set by us periodically.	Imposition of any fee is at our sole discretion.
Cost of Enforcement	Our actual costs, including attorney fees	As incurred	You must reimburse us for all costs to enforce obligations under the Franchise Agreement if we prevail.

Name of Fee	Amount	Due Date	Remarks
Indemnification[5]	Our actual costs, including attorney fees	As incurred	You must defend suits at your cost and hold us harmless against suits involving damages resulting from your operation of the Franchised Business. Payable as incurred by us
Taxes	Amount of taxes	When incurred	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your Franchised Business or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.
SFG Software Fee	$545 per month, and subject to change periodically upon our notice to you. You must pay us a one-time $1,500 set fee for the SFG Software.	Monthly	Paid to us.
ACE Program[6]	$125 per month ($1,500 annually), and subject to change periodically upon our notice to you	Monthly	Paid to Designated Vendor
Annual Conference Fee	$0, and subject to change periodically upon our notice to you	Annually	We may organize an annual conference for all Spray Foam Genie franchisees and staff

Notes: All fees are nonrefundable and uniformly imposed on all new franchisees.

1. The term "Gross Revenues," as used in this Agreement, shall mean all sales and other income (recognized on an accrual basis), whether cash or credit or barter for exchange (regardless of the collection in the case of credit), arising from the operation of the Franchised Business, less (i) all refunds

and discounts made to customers in good faith and in accordance with Franchisor's policies, and (ii) any sales or excise taxes that are separately stated and that Franchisee may be required to and does collect from customers and pays to any federal, state, or local taxing authority.

2. Our affiliate Spray Foam Genie Managed Services LLC may provide "Consulting Services" in accordance with the Consulting Agreement attached as "Exhibit D" on a voluntary basis. You are under no obligation to engage Spray Foam Genie Managed Services LLC. "Consulting Services" include:

a. assistance in developing and implementing a business plan for the and managing the operational workflow of the Franchised Business, including scheduling customer appointments and responding to customer inquiries, determining fees charged for the provision of supplies and products to customers, assisting in the billing and the collection of fees payable for Franchisee's provision of the services, products, and supplies to customers, including maintaining customer records under the direction of Franchisee, according to Franchisee's obligations herein;

b. assistance and consultation in recruiting, training, and scheduling Franchisee's staff provided Franchisee, is sole employer of all staff and is solely responsible for the hiring, firing, and supervising staff;

c. assistance and consultation in processing payroll and all insurance and fringe benefit plans of Franchisee and any employees of Franchisee at Franchisee's direction;

d. assistance and consultation in billing and collecting fees;

e. assistance and consultation in performing bookkeeping and accounting for the Franchised Business operations, including maintaining records, preparing any required financial reports, billing, and collection of expenses, preparing, and filing all federal, state, and local sales, payroll, and business tax returns of the Franchisee as certified and executed by Franchisee, except such fees which shall remain the responsibility of Franchisee;

f. assistance and consultation in managing and establishing advertising, promotions, and marketing programs for the Franchised Business; and

g. assistance in making payments from the Franchisee's bank account to pay the designated operating expenses of the Franchised Business and other costs and expenses provided for and/or listed herein.

3. We may offer mandatory and/or optional additional training programs from time to time. If we require it, you must participate in additional training, including attendance at a national business meeting or annual convention, at a location we designate. We reserve the right to impose a fee for all additional training programs, including the national business meeting or annual convention. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training or attendance at Franchisor's national business.

4. In the event of your death or disability, absence of a qualified manager, or other reasons, in our sole discretion, we may provide interim on-site management of your Franchised Business. In the event of your default of the Franchise Agreement or non-compliance with the Operating Manual, we may, in our sole

discretion, exercise our right to temporarily operate your Franchised Business to assist in getting the operations of the Franchised Business back into compliance with the Franchise Agreement and Operating Manual. We will charge you a fee equal to 15% of the Gross Revenue generated by the Franchised Business during our operation thereof, in addition to all ongoing fees owed to us.

5. You must indemnify and hold us, our affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

6. You are required to use our designated third-party vendor for monthly equipment maintenance and accreditation services and pay all fees charged by the vendor, which are subject to change.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$62,500 - $135,000	Lump sum payment in virtual check or available funds.	Upon signing the Franchise Agreement.	Us
Rent – 3 months[2]	$7,500 - $15,000	As incurred	Down payment and incurred	Landlord
Leasehold Improvements, Construction and/or Remodeling	$2,000 - $5,000	As required by supplier, contractor, or landlord	Before opening, as required by supplier	Suppliers, contractor and/or Landlord
Utilities deposits[3]	$1,000 - $1,500	As required by utility providers	Before beginning Operations	Utility providers
Furniture, Fixtures and Equipment[4]	$17,000 - $20,000	As incurred	Before opening	Suppliers
Trailer Rig Financing[5]	$25,000 - $40,000	As arranged	Before opening	Trailer Rig Manufacturer

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Spray Guns (2)[6]	$7,000	As arranged	Before opening	Supplier
Truck Lease (three months)[7]	$5,100 - $25,000	As arranged	Before opening	Auto Leasing company
Initial Foam Purchase Inventory and Starter PPE[8]	$60,000-$70,000	As required by suppliers	Before opening	Us
Insurance[9]	$8,000 - $10,000	As required by insurer	Before opening	Insurer
Computer Equipment[10]	$2,000 - $2,500	As incurred	Before opening	Suppliers
Planning Software[11]	$1,500	As incurred	Before Beginning Operations (one-time fee)	Vendors
SFG Software Setup Fee[12]	$1,500	As incurred	Before Beginning Operations (one-time fee)	Us
SFG Monthly Software Fee (3 months)[12]	$1,635 ($545/mo.)	As incurred	Before Beginning Operations (one-time fee)	Us
Your Training Expenses[13]	$1,500 - $10,000	As required for transportation, lodging, and meals	As required by suppliers of transportation, lodging & meals	Us, Suppliers of transportation, lodging & meals.
Business Licenses and Permits[14]	$200 - $700	As required by government agencies	Before opening, as required by government agencies	Government Agencies
Professional Fees[15]	$1,000 - $2,000	As required by providers	As incurred	Attorney, Accountant, Other Professional Service Providers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Grand Opening Advertising[16]	$15,000 - $16,000	As required by supplier	As required by supplier	Suppliers
Additional Funds – 3 months[17]	$70, 000 to $75,000	As incurred	Payroll weekly, other purchases according to agreed-upon terms	Employees, utilities, suppliers, etc.
TOTAL[18]		**$289,435 to $439,335**		

Notes:

1. Please see Item 5 for information regarding the Initial Franchise Fee. The amounts stated in the Table assume you will purchase a single Spray Foam Genie franchise within a single Designated Market Area with a population ranging between 150,000 and 1,500,000. If you purchase a Designated Market Area with a higher population, your Initial Franchise Fee will be higher, as detailed in Item 5.

2. The site for your Franchised Business is a workshop and mobile vehicle. The amounts above assume 1,500 sq. ft. to 3,000 sq. ft. of flex space, which includes temperature-controlled storage area for chemicals.

3. If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, gas, and water. The amount of the deposit and whether the deposit is refundable will vary on the local utilities. You should contact your local utilities for more information.

4. You must purchase and/or lease certain inventory, equipment and supplies we require in order to operate your Business from us, our affiliate, or an approved supplier. The amounts above include the cost of an electric walk behind forklift. The cost of the furniture, fixtures and equipment will vary according to local market conditions, the size of the facility, suppliers, and other related factors. We reserve the right to require you to purchase furniture, fixture and equipment from us or our affiliate.

5. The amounts above estimate that the total cost of one trailer rig with a double proportioner, the cost of which ranges between $185,000 and $190,000. If you wish to purchase a trailer rig with a single proportioner, the cost ranges between $151,400 to $153,000. The amounts above assume you will lease the trailer rig and represent a down payment ranging between $11,500 and $25,000, with monthly lease payments between $4,500 and $5,000 per month. The trailer will be branded and wrapped with an approved Spray Foam Genie image, which is included in this estimated range. In the trailer rig will include all of the equipment necessary to perform a job, which is included in this estimated range.

Generally, if your Territory has a population over 500,000, you will be required to add an additional Rig and vehicle to pull the Rig for each additional 500,000 in population every 12 months after commencing operation of the Franchised Business in accordance with the following Rig Development Schedule (the "Rig Development Schedule"):

Number of Required Proportioner Rigs	Population
1	150,00 to 524,999
2	525,000 to 1,000,000
3	1,000,001 to 1,500,000
4	1,500,001 to 2,000,000
5	2,000,001 to 2,500,000
6	3,000,001 to 3,500,000
7+	For each additional 500,000 in population above 3,5000,000, one additional rig must be purchased.

6. Each double proportioner Rig must have two spray guns, the cost of which is $7,000 for both, and subject to change in the future. A single proportioner requires a single gun.

7. Prior to opening, you will be required to lease or purchase a truck to pull the trailer rig with sufficient enclosed carrier area for tools, spray equipment, raw materials, and safety gear. We recommend a RAM 2500 for towing power, the cost of which ranges between $65,000 to $75,000. The low estimates assume $0 down payment and three months of lease payments of $1,700 per month. The high amount assumes a down payment of $18,700 and three months of lease payments of $2,100 per month. Your monthly payments will be dependent on the amount of your down payment, interest rate and credit history.

8. The amounts above assume an order of 20 sets of a mix of open cell and closed cell foam as well as the first three months of personal protective equipment based on one trailer rig. The cost of foam may fluctuate depending on market conditions and are based upon market rates as of the issuance date of this disclosure document. You must purchase all raw materials through one of our approved vendors. The starter kit will include all cleaners, and PPE needed for the first 3 months of production. This amount covers the starter kit and 20 sets of foam to start.

9. You must purchase insurance for the types and in the amounts we specify. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase. This range represents the estimated cost to cover three months of insurance premiums.

10. You must purchase the computer equipment, hardware and software necessary for operating the franchise. We require you to have and use a computer with Windows 10, or greater, operating system; smartphone; printer and scanner; and fax is optional. The Planning & Measuring software is not compatible with a Mac or Chromebook computer.

11. Prior to opening, you must purchase from our designated vendor our required planning software, which serves as a measuring tool for retro fit jobs in existing homes for. This is a one-time fee. Please note that the planning and measuring software is not compatible with Mac or Chromebook computers.

12. Prior to opening, you must purchase our SFG Proprietary Software ("SFG Software") which is our all-encompassing software that includes sales reporting, lead source reporting, waste management, inventory management, invoicing, quoting, estimating, quote templates, contracts, and customer data sheets. You must pay us a one-time $1,500 set fee for the SFG Software, plus an additional $1,635 representing your first three months of SFG Software payments of $545 per month.

13. The cost of initial training for you and your Franchised Business Designated Manager is included in the Initial Franchise Fee. This amount reflects your travel and stay expenses during the training period. You must pay us additional tuition for additional trainees beyond you and your designee at our designated training rate, which is $150 per day per training and subject to change in the future, per person and estimated travel expenses for onsite training. We also offer optional training Alabama for your spray techs to be provided in Tuscaloosa, Alabama. We require the owner to pay for any additional lodging, food, and travel for their employees.

14. State and local government agencies typically charge fees for occupancy permits, operating licenses, health department licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

15. You will need to employ an attorney, an accountant, and other consultants to assist you in establishing your franchise. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants, and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant, or consultant at or before the time of hiring. We have arranged for a third-party vendor to provide, on a voluntary basis, entity formation services for a flat fee of $500.

16. These amounts include the Grand Opening advertising spend, three months of Local Digital Marketing, three months of call center fees, as well as expense in marketing at local event such as home shows, trade shows, as well as joining local networking groups. The range will depend on your Territory and local market demographics, as well as the amounts you wish to spend above the minimums.

17. We recommend that you have a minimum amount of money available to cover operating expenses, including additional inventory, supplies, professional fees, monthly maintenance fees, and employees' salaries for the first 3 months that your Business is open. These are only estimates based on our founders' experience in opening and operating a similar business. The predominant factors for calculating the 3-month estimate are amounts paid for employee wages and inventory. We cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically non-refundable. In compiling this chart, we relied on research and investigation regarding the operating history, knowledge and experience of similar Businesses and the startup operation of Spray Foam Genie Spray Foam Genie businesses.

18. The total figure listed in the table above does not include compensation for your time or labor. Nor does the total figure take into account any finance charges, interest, debt service, or other costs which you may incur to finance all or any portion of your investment. In addition to the initial investment itemized

in the table above, you must have additional monies available, whether in cash or through a line of credit, or have other assets that you can liquidate or against which you can borrow, to cover your personal living expenses and any operating losses sustained during the initial phase of your business. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer direct or indirect financing for any of your initial investment. All amounts paid to us are nonrefundable. Typically, amounts paid to third parties will not be refundable unless agreed.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Specifications.

System Standards are described in the Spray Foam Genie Operating Manual and otherwise communicated to you. The Spray Foam Genie System and Operating Manual are occasionally updated, supplemented, modified, and enhanced.

Insurance.

You must obtain and provide us with evidence of insurance in at least the minimum amounts and with the coverage as follows: (1) property insurance coverage for assets (Commercial property, business personal property, and scheduled inland marine coverage for all rigs, hoses, trailers, tools, etc.) of the franchised business with the causes of loss defined as those covered under "special causes of loss" ; (2) workers' compensation insurance and employer liability coverage with a minimum limit of $100,000 or higher if your state law requires; (3) comprehensive general liability insurance with umbrella that has a minimum liability coverage of $1,000,000 per occurrence, or higher if your state law requires (4) commercial automobile liability insurance of at least $1,000,000 combined single limit or higher if your state law requires; and (5) insurance coverage for contractual indemnity. The Franchisee shall maintain Workers' Compensation, Unemployment Compensation, disability insurance, social security, and other similar types of insurance coverage in such amounts as may now or hereafter be required by any applicable law.

Evidence of this insurance must be initially provided at least 10 days prior to the operation of your Spray Foam Genie Franchise Business. A certificate of renewal must be provided no later than 30 days prior to the expiration date of each policy period. Each required policy of liability insurance must name us as an additional insured. The additional insured endorsement must include that we will be given at least 30 days' notice before cancellation, modification, or amendment of the policy.

The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in the franchise agreement. The policy or policies will insure against our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you.

We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

Your insurance policies must insure us, you, and our respective affiliates, subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death, or property damage that may accrue due to your operation of your Business.

The Site of the Franchise Business.

The site for your Franchised Business is a flex heated warehouse space ("Site") and mobile vehicle and must be located within your Territory. We provide standards for the Site and the mobile vehicle. We reserve the right to review the Site in our discretion.

Supplies, Fixture, Equipment, and Inventory.

All the equipment, supplies, fixtures, and inventory that we designate to be used by you in the Franchised Business must comply with our standards and specifications.

Computer System.

You must buy and use a computer with Windows 10 or greater operating system, smartphone, printer, and scanner; and fax is optional. You may not install, or permit to be installed, any devices, software, or other programs not approved by us for use with the communication and information system. Prior to opening, you must purchase from us our SFG Proprietary Software ("SFG Software") which is our all-encompassing software that includes sales reporting, lead source reporting, waste management, inventory management, invoicing, quoting, estimating, quote templates, contracts, and customer data sheets. You are also required to purchase planning software from our designated vendor. We may, from time to time, develop or authorize others to develop new or additional proprietary software programs for use in the Spray Foam Genie System, which you may be required to purchase or license and use. You may be required to execute any license, sublicense, or maintenance agreement and pay any applicable fees, including maintenance, upgrade and support fees required by us or any other approved licensor or approved supplier of such proprietary software programs.

Designated and Approved Products and Suppliers.

You are required to purchase certain inventory, supplies and equipment from us, an affiliate or suppliers that we designate, including spray equipment, cleaning supplies, safety supplies, and any other products that we specify. You must purchase through us all spray foam necessary to operate the Franchised Business, as well as the Starter Kit and the SFG Software. We reserve the right to designate another vendor for these items in the future. Additionally, our affiliate, Spray Foam Genie International Managed Services, LLC, is the exclusive supplier of voluntary Consulting Services to Spray Foam Genie franchises.

For any product or service that we designate an approved supplier, you may not purchase these products and services from any other suppliers. We may designate new or different approved suppliers, including designating ourselves or one of our affiliates as an approved supplier of any goods or services. The criteria for designating approved suppliers include a supplier's ability to meet quality standards, availability, and consistency of the products or services. The criteria for designating and approving suppliers are not published and are not made available to franchisees. Franchisees may not contract with alternative suppliers for designated products or services.

To approve a supplier, we require a sample of the product(s), information regarding the product or service's quality standards, availability, terms and conditions of purchase, and other information as we may request. If desired, we may request a physical inspection of the supplier's place of business or manufacturing facility. Upon submission of samples and information required for approval, we will provide notification within 30 days of our approval or disapproval of a supplier. As a condition of approval, we

require the reimbursement of any costs or expenses we incur in approving the supplier. We may revoke the approval of any supplier upon 30 days' written notice to franchisees.

We estimate that the proportion of your required purchases and leases of goods and services from us or our approved suppliers, or in accordance with our standards and specifications, to be approximately 80% to 100% of all the purchases and leases in establishing your Spray Foam Genie Franchised Business, and approximately 80% to 100% of your ongoing costs of operating your Spray Foam Genie Franchised Business.

We and/or our affiliates expect to receive revenue from franchisees purchases and leases from our designated or approved suppliers for foam, marketing, software, financing and equipment. In our most recently concluded fiscal year ending December 31, 2022, neither we nor our affiliates received any such revenue.

Some of our officers, directors, and managers have an interest in us and our affiliate Spray Foam Genie International Managed Services. Other than Spray Foam Genie International Managed Services, LLC, the officers, directors, or managers do not have any interest in any of the Spray Foam Genie's approved or designated vendors.

Spray Foam Genie has a formal, mandatory purchasing requirement for foam and spray equipment with our approved suppliers. As such, you are required to purchase equipment from these designated suppliers.

We do not provide a material benefit to franchisees based on a franchisee's purchases of particular products or services or the use of particular suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
a. Site selection and acquisition/lease	Article IV	Items 6 and 11
b. Pre-opening purchase/leases	Section VI(B)	Item 8
c. Site development and other pre-opening requirements	Article IV	Items 6, 7, and 11

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
d. Initial and ongoing training	Article V	Item 11
e. Opening	Article IV	Item 11
f. Fees	Article IV	Items 5 and 6
g. Compliance with standards and policies/operating manual	Article VI and Article XIII	Item 11
h. Trademarks and proprietary information	Article XII	Items 13 and 14
i. Restrictions on products/services offered	Section VI(C)	Item 16
j. Warranty and customer service requirements	Section VII(G)	Item 11
k. Territorial development and sales quotas	Section VII(C)	Item 12
l. Ongoing product/service purchases	Article IX, Article VI	Item 8
m. Maintenance, appearance, and remodeling requirements	Section VI(H)	Item 11
n. Insurance	Article XI(B)	Items 6 and 8
o. Advertising	Article XV	Items 6 and 11
p. Indemnification	Article XI and XXI	Item 6

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
q. Owner's participation/ management/staffing	Section VII(A)	Items 11 and 15
r. Records and reports	Article X	Item 6
s. Inspections and audits	Section X(B)	Item 17
t. Transfer	Article XVI	Item 17
u. Renewal	Section II(B)	Item 17
v. Post-termination obligations	Article XVIII	Item 17
w. Non-competition covenants	Article XIX	Item 17
x. Dispute resolution	Article XX	Item 17
y. Other:	Not Applicable	Not Applicable

ITEM 10. FINANCING

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

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Obligations

1. The site for your Spray Foam Genie Franchised Business is a workshop and mobile vehicle (Site). We do not select the Site for your Spray Foam Genie Franchised Business. We approve the Site, including your workshop and each vehicle for your Franchised Business. We reserve the right to provide assistance with locating the Site. (Section IV of the Franchise Agreement).

2. For your Site, we provide specifications for your real property space, and we provide branding specifications for your mobile vehicle (Section IV of the Franchise Agreement). Voluntary Consulting Services will be provided by our affiliate, Spray Foam Genie Managed Services, LLC. (Consulting Agreement Provision 2(a)).

3. We provide you with the standards, specifications, and a list of designated and approved suppliers for all foam, equipment, supplies, raw materials, signs, fixtures, opening inventory, and other materials you will need to operate the franchised business. Additionally, we or our approved supplier will sell you the Starter Kit. (Section III.L of the Franchise Agreement).

4. We provide a listing of all products and services that your Franchised Business may offer (Franchise Agreement Article VI).

5. We provide written approval of your right to commence operations prior to the opening of the Franchised Business (Section IV of the Franchise Agreement).

6. We provide up to 3 days of cost onsite assistance upon opening at no additional cost to you. We may provide additional onsite assistance at $150 per day, or such other training rate that we may designate in the future upon notice to you, plus travel expenses (Section IV of the Franchise Agreement).

7. We approve the Designated Manager of your Franchised Business. We do not select or hire your employees. (Section VIII(B) of the Franchise Agreement). If you elect to receive Consulting Services from our affiliate, Spray Foam Genie Managed Services LLC, will assist and consult with you in recruiting, training and scheduling of your Franchised Business staff (Consulting Agreement Section 2).

8. We provide you with an initial training program as further described in this item (Section V of the Franchise Agreement).

Operating Manual

We loan or make available to you a copy of the Spray Foam Genie Operating Manual, which is confidential and will remain our property. We may modify the Operating Manual from time to time, but the modification will not alter your status and rights under the Franchise Agreement. (Section XIII of the Franchise Agreement). The table of contents is listed in EXHIBIT I. As of the date of this Disclosure Document, the Operating Manual has approximately 275 pages.

Site Selection and Opening.

The Site for your Franchised Business is a warehouse of flex space containing between 1,500 and 3,000 square foot space equipped with water, electricity, and an adequate ventilation system. The Site must have security, be temperature controlled (although air conditioning is not required) and be able to store a full truckload of foam, which is equal to 52 40 x 48 pallets (when double stacked, 26 pallets single stacked). The Site must have adequate parking for your trailer rigs and trucks, which need not be indoors. The chemical must remain at a minimum of 66 degrees Fahrenheit to achieve best performance and quality. There is not a maximum temperature, just a minimum. We do not select your Site. We will not own the site or lease a site to you. We reserve the right to approve your Site (Section IV of the Franchise Agreement). If we exercise this right, you must provide all information and documents about the Site that

we require. The factors we may consider in approving Sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms. The time limit for us to approve or disapprove your proposed site is 30 days after you submit all our required documents and information. For your Site, we provide specifications for your real property space, and we provide branding specifications for your mobile vehicle for the Site of your Franchised Business (Section IV of the Franchise Agreement). You are responsible for obtaining any required permits for construction or remodeling. We may but are not obligated to provide you with assistance to ensure that your Site conforms to local ordinances and building codes and obtain any required permits for construction or remodeling.

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is 120 to 150 days (Section IV(B) of Franchise Agreement). Before you may open, you must (i) complete our Initial Training Program, (ii) hire and train your staff, if required, (iii) acquire and brand your vehicle, and (iv) obtain required licenses to operate the Franchised Business. Factors that may affect this time period include your ability to acquire license and permits and completion of required training.

If you do not secure a Site, or we do not approve a Site for your Franchised Business within 120 days, or you do not open your Franchised Business within 150 days of the date of the Franchise Agreement and have not otherwise been granted and extension, we may terminate your Franchise Agreement and retain all monies that you have paid us or our affiliates.

<u>After the Franchised Business Opens</u>

1. In the event of relocation, additional replacement of the workshop or vehicle, we do not select the site for your Franchised Business. We approve the Site, including the workshop and vehicles for your Franchised Business (Section IV of the Franchise Agreement).

2. We maintain and provide updated standards, specifications, and designated and approved suppliers for all the equipment, supplies, products, and other materials you will need to operate the franchised business (Section VI of the Franchise Agreement).

3. We maintain and provide an updated listing of all products and services that your Franchised Business may offer (Franchise Agreement Article VI).

4. We provide initial training for replacement staff and managers (Section V of the Franchise Agreement). If you receive voluntary Consulting Services, Spray Foam Genie Managed Services LLC will assist and consult with you in recruiting, training and scheduling of your Franchised Business staff. (Consulting Agreement Section 2).

5. We may provide additional and ongoing training for staff and managers (Section V of the Franchise Agreement).

6. We may organize an annual conference for all Spray Foam Genie franchisees and staff (Section V of the Franchise Agreement).

7. If you elect to receive Consulting Services from our affiliate, Spray Foam Genie Managed Services LLC, who will assist and consult with you in billing and collecting fees for the services, or for other goods or services offered (Consulting Agreement Section 2).

8. If you do not resolve a dispute with a client, we may investigate the matter and resolve the dispute (Franchise Agreement VII).

9. We provide continuing assistance in operating your Spray Foam Genie Franchise Business (Section V of the Franchise Agreement).

10. If you elect to receive Consulting Services from our affiliate, Spray Foam Genie Managed Services, LLC, our affiliate will assist and consult with you in performing bookkeeping and accounting for the Franchised Business operations (Consulting Agreement Section 2).

11. We loan or make available to you any updates and changes to the Spray Foam Genie Operating Manual (Section XV of the Franchise Agreement).

12. We review your Spray Foam Genie advertising material (Section XV of the Franchise Agreement). If you elect to receive voluntary Consulting Services, our affiliate, Spray Foam Genie Managed Services, LLC, will assist and consult in establishing and managing advertising, promotions, and marketing programs for your Franchised Business, subject to your confirmation as to compliance with applicable laws, rules, and regulations (Consulting Agreement Section 2).

13. We provide recommended and suggested pricing for the Franchised Business products and services. You must fully participate, honor, and comply with any and all System, local, regional, seasonal, promotional, and other programs, initiatives, and campaigns adopted by us that we require you to participate in (Section VI of the Franchise Agreement).

14. We shall approve any replacement Designated Manager of your Franchised Business. We do not select or hire your employees. (Section VIII of the Franchise Agreement).

Advertising.

At your request, we will provide marketing consultation, general advertising strategy, promotional planning, and budgeting. We are not obligated to conduct advertising or spend any amount of money on advertising in your Territory or area.

All your Spray Foam Genie advertising in any medium must be conducted in a dignified manner, be completely accurate and truthful and conform to all applicable laws and regulations relating to consumer advertising and Spray Foam Genie System Standards. You must submit to us and obtain our prior approval for all advertising and promotional plans and materials and all other materials displaying the Spray Foam Genie Marks. You may not use your advertising materials unless we issue you written approval to do so. Post submission to us, we shall within fifteen (15) days notify you of approval or disapproval of advertisements. You may not establish or maintain a domain name, an internet website, or webpage that relates to or advertises your Spray Foam Genie Franchised Business or displays the Marks, as we reserve the exclusive right to control any websites or web pages concerning Spray Foam Genie Franchised Businesses and the Marks. We have the right to use and have ownership of any Franchisee developed advertising.

Local Digital Advertising.

We require you to spend at least $2,000 per month on the first Rig operated by the Franchised Business, for local advertising within your Territory to solicit new clients and to maintain existing relationships. These

amounts will cover SEO costs, digital advertisements, social media marketing, Google My Business, etc. We reserve the right to require you to direct some or all of your Local Advertising expenditure to marketing vendor(s) we designate (which may be us or our affiliates) who will implement Local Advertising on your behalf.

Grand Opening Advertising.

We require you to spend at least $2,000 on advertising and promotional activities during the 3 months prior to the opening of your Franchised Business. This is in addition to the above Local Digital advertising. We encourage you to participate in local home shows and networking events as part of your Grand Opening Advertising to build the local brand in your community. You may choose to spend more. Factors that may affect your decision on the actual amount to spend include local media cost, the location of the Franchised Business, and customer demographics in the surrounding area. We reserve the right to require you to direct some or all your grand opening advertising expenditures to marketing vendor(s) we designate (which may be us or our affiliates) who will implement grand opening campaign activities on your behalf.

Regional Advertising Cooperatives.

You are not required to participate in any Regional Advertising Cooperatives or funds at this time. However, we reserve the right to establish a regional fund or cooperative in the future, and require you to participate, at our sole discretion. A regional cooperative will be comprised of all franchised Spray Foam Genie outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperative, at our sole discretion. Each Spray Foam Genie outlet will have one vote in the cooperative. However, no cooperative will be formed or maintained that result in our affiliate-owned outlets having controlling voting power. We will determine in advance how each cooperative will be organized and governed. We have the right to form, dissolve, merge or change the structure of cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents. There are no cooperative documents available for you to review.

If we establish a regional advertising fund or cooperative, each Spray Foam Genie outlet, whether franchise-owned or affiliate-owned, must contribute amounts equal to each outlet's pro-rata share of cooperative advertising costs. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Development Fund and required expenditures for local advertising and will not exceed 3% of Gross Revenue generated by the Franchised Business.

Brand Development Fund.

We have established and will administer a systemwide brand fund (the "Brand Development Fund") and you are required to contribute to the Brand Development Fund 1% of weekly Gross Revenue generated by the Franchised Business, subject to a minimum of $50 per week in Year 1 and a minimum of $100 per week beginning in Year 2 and continuing thereafter ("Brand Development Fund Contribution"). Each Spray Foam Genie franchise operated by our affiliates or us may, but is not obligated to, contribute to the Brand Fund on the same basis as System franchisees.

All Spray Foam Genie Brand Development Fund Contributions are maintained in a separate account and may be used for maintaining, administering, researching, directing, and preparing advertising and/or promotional activities, including, without limitation, the costs of preparing and conducting advertising

campaigns, which may be local, regional or national, in various media; direct mail and outdoor billboard advertising; marketing surveys and other public relations activities; employing advertising agencies to assist therein; product development; and developing and providing promotional and other marketing materials for franchisees in the System. We are reimbursed for any labor or services that we provide to the fund and for any costs that we incur for or on behalf of the fund. Except as disclosed above, neither we nor any affiliate of ours will receive any payment from the fund. We do not use any Brand Development Fund Contribution dollars for soliciting new franchise sales; however, we reserve the right to include a notation in any advertisement indicating "Franchises Available". (Sections IV of the Franchise Agreement).

The Brand Fund will not be audited. Once established, an annual unaudited financial statement of the Brand Fund will be made available after April 30 to any franchisee upon written request.

If excess amounts remain in the Brand Development Fund at the end of the year, the unused monies shall be retained by the Brand Development Fund, and all expenditures in the following year(s) shall be made first out of accumulated earnings from the previous year(s), next out of earnings in the present year, and finally from Brand Development Fund Contributions.

Franchise Advisory Council.

We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement gives us the right, at our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance, and profitability. We have the right to change or dissolve the council at any time.

Computer Requirements.

You are required to have an internet-capable laptop or desk-top computer that can operate the latest versions of software and applications we require, which, at this time includes Windows 10 or greater. We estimate the cost of leasing or purchasing the computer system to be to range between $2,000 and $2,500.

Additionally, prior to opening, you must purchase our SFG Proprietary Software ("SFG Software") which is our all-encompassing software that includes sales reporting, lead source reporting, waste management, inventory management, invoicing, quoting, estimating, quote templates, contracts, and customer data sheets. You must pay us a one-time $1,500 set fee for the SFG Software, plus $545 per month.

You must also purchase our required Planning Software from our third party designated vendor, for a one-time fee of $1,500. Please note that the planning and measuring software is not compatible with Mac or Chromebook computers.

We have no obligation to maintain, repair, update or upgrade your computer hardware. We will provide updates and maintenance to the SFG Software. At your cost, you must provide all other on-going maintenance and repairs to your computer hardware and software. You must continually upgrade your computer hardware and software as necessary to operate the latest version of our System requirements. We estimate the cost of maintaining, updating and upgrading your computer hardware and software will range between $0 to $800 per year. (Article IX of the Franchise Agreement). There are no contractual limitations on your obligations to update and maintain your computer system.

You will use your computer system to maintain information about your customers, prepare proposals and invoices, maintain the financial records of the franchised business, access internet sites, and communicate with prospective and existing customers, suppliers, us, and others via e-mail. You must provide us with independent access to all of the information that will be generated and stored on your computer system if we request it, including the delivery of a backup of your database. There are no contractual limitations on our right to access the information.

Training Program.

We provide a tuition-free initial Spray Foam Genie training program to you, your owners if you are an entity, your general manager, salespersons, and spray technicians, which includes orientation to the Spray Foam Genie, LLC system; customer service; operational management; financial management; technical training, computer software use, advertising and marketing, and reporting procedures. The training will last up to 10 days, depending on your existing experience level. At this time, it is held at our Tuscaloosa, Alabama Technical Center. However, we may hold the training at one of our other locations in the future. Instructional materials may include manuals, videos, scripts, and PowerPoint presentations. Training is not scheduled on a regular basis but will be offered to you before opening the franchised business. You and your Franchised Business Designated Manager must attend and successfully complete to our satisfaction the Initial Training at least one week but not more than 6 weeks before the opening of the franchised business. You must pay for all travel, lodging, and other costs of Initial Training attendance. Thereafter, we may charge a fee for attendance of the Initial Training for new and replacement managers. Our fee for replacement and new managers is $150 per day per trainee, which is subject to change.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Sales and Marketing	4	0	Your location Independent Study
Sales and Marketing	0	1	Tuscaloosa, AL
Managing Finances	4	0	Your location Independent Study
Managing Finances	0	1	Tuscaloosa, AL
Managing Your Territory	2	0	Your location Independent Study

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Applying Spray Foam	12	0	Your location Independent Study. Franchisor may travel to your site for additional technical training. Additional spray training in Tuscaloosa can be provided upon request.
Applying Spray Foam	0	12	Tuscaloosa, AL
Safety Program	2	0	Your location Independent Study
Safety Program	0	2	Tuscaloosa, AL
Total	24 Hours	16 Hours	

If, during the course of the Initial Training Program or within fifteen (15) days thereafter, we conclude that you or your Designated Manager, as the case may be, has not exhibited the aptitude, abilities, or personal characteristics necessary or desirable to successfully operate a Spray Foam Genie Franchised Business in accordance with the standards and procedures of the Spray Foam Genie Methods and the System, we may, in its sole discretion and judgment, cancel the Franchise Agreement and all rights hereunder by giving notice to you. Upon the cancellation of the Franchise Agreement pursuant to this paragraph, you shall return to us the Operating Manual and all other materials, information, and other items that you received from us, including all copies thereof and notes thereon. You agree to maintain the confidentiality of all information strictly received relating to the Spray Foam Genie Method and not to use, in connection with the offering or selling of spray foam installation, or similar business, any trade secrets or confidential information obtained from us.

Instructor for Initial Franchise Training are:

Chris Ryan, our Co-founder, and COO, has more than 15-year years of spray foam experience and 15 years of business development management and operation.
Keith Ryan, our Co-founder, and CTO, who has more than 15-year years of restoration experience and

15 years of business development management and operation

We may change, add to, or make substitutions for the subjects and instructors listed in the tables above as necessary or appropriate. Minimally, per our standards, all instructors and substitute instructors will have experience in the operations and standards of the Spray Foam Genie System.

We may conduct mandatory or optional additional training programs, including an annual conference or national business meeting. If we require it, you must attend mandatory training programs and an annual conference or national business meeting for up to five (5) days each year, at a location we designate. Failure to attend mandatory training, including an annual conference or business meeting, is a default under the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay for your transportation, lodging, meals, and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at $150 per day, or such other tuition that we may designate in the future, plus all your travel costs and our trainer's travel costs. (Section V.D of the Franchise Agreement)

You are encouraged to schedule your training as soon as possible after executing the Franchise Agreement. We will not be liable for your costs or expenses if we terminate the Franchise Agreement because mandatory training is not completed to our satisfaction.

You are responsible for all expenses you and your employees incur to attend the Initial Training, including wages, benefits, transportation, meals, accommodations, and entertainment. Other than providing Initial Training, we do not provide any other assistance with the hiring or training of your employees.

ITEM 12. TERRITORY

Subject to the Franchise Agreement Terms, you are granted a protected territory ("Territory") that is composed of a Designated Market Area ("Market Area") as defined by Nielsen Media research. You may advertise, solicit, offer, accept orders, and sell within the Territory. You do not have the right to use other channels of distribution such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory unless we give you written consent to serve another specified area where no other Spray Foam Genie franchise or company-owned unit is located. If you are granted consent to service another specified area, you shall be obligated to pay royalty fees and other fees to us for the services performed or products sold.

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

We will not operate a business using the Spray Foam Genie System and the Marks within the Territory or authorize anyone else to operate a business using the Spray Foam Genie System and the Marks within the Territory during the term of the Franchise Agreement if you meet performance standards set forth in your Franchise Agreement and if you are complying with the Franchise Agreement and subject to these limitations. We are not obligated to ensure that no other franchise will conduct operations in your Territory. Although such activities are discouraged, we reserve the right to determine how to respond to any such situation. We are not required to pay you any compensation for us or other franchisees soliciting

or accepting orders in your Territory. Your Franchise Agreement does not provide you with any options or rights of first refusal to obtain additional franchises.

You may relocate the Site of your Franchised Business so long as the new Site meets our then-current Site requirements, and you must pay us a relocation fee of $1,000 for any costs and expenses we incur in your relocation. Currently, for relocation and Site selection, the Site must be approved by us, and we provide specifications for your real property space, and we provide branding specifications for your mobile vehicle.

We reserve the following rights and may:

1. Own, acquire, establish and operate, and license others to establish and operate Franchised Businesses under the Marks and System outside the Territory.

2. acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind regardless of location, except for businesses that offer spray foam insulation services within the Territory;

3. establish and operate, and license others the right to open and operate, businesses that offer similar products and services to those offered by the Franchised Business under any other mark other than the Marks at any location, within or outside the Territory;

4. use the Marks and System, and license others to use the Marks and System to engage in any other activities not expressly prohibited in this Agreement;

5. sell and distribute, directly or indirectly, or license others to sell and distribute within or outside the Territory, directly or indirectly, any products, services or merchandise, including Permitted Products and Services, from any location or to any purchaser or through any alternative channel or method of distribution including, but not limited to, via retail and wholesale distribution, in hardware stores, club stores and other retail facilities, via mail order and e-commerce channels;

6. offer and sell the services and products authorized for Franchised Business using the Marks or other trademarks, service marks, and commercial symbols to Special Accounts as defined and as per the conditions set forth in this Agreement.

Neither we nor our affiliates operate or plan to operate or franchise others to operate a similar business selling the same goods or products under a different name or solicit customers within your Territory except as stated above.

Minimum Performance Standards

In order to remain in good standing and maintain the Territorial rights granted to you, the Franchised Business must achieve $50,000 in Gross Revenue per year in each of the 3rd through 5th years of operations and $75,000 in Gross Revenue per year in each of the 6th through 10th years of operations. Your failure to meet the Minimum Performance Standard in any given year is a material default of this Agreement, and we may grant a franchise to another to open a Spray Foam Genie within the Territory or otherwise terminate your Franchise Agreement.

Special Accounts

We have the exclusive right to contract with customers whose offices, stores, plants, buildings, or other physical facilities that are not confined to the territory of a single Spray Foam Genie territory or the trading area of a single franchise, Company owned or affiliate-owned business (referred to herein "Special Accounts"). If we establish a contract with a Special Account customer located within your Territory, we shall offer you the first option of providing the services to the Special Account to those facilities located within your Territory at the prices and subject to the contract requirements we negotiate with the Special Account. If you accept the project, we will collect all amounts due from the Special Account and remit to you the amount due for products and services rendered. All amounts collected from Special Accounts on your behalf or by you from Special Accounts will be included in your Gross Revenues for purposes of calculating Royalties and other fees due under the Franchise Agreement.

If you decline to accept the project, we will have the right to fulfill the contract requirements to the Special Account in the Territory in any manner we deem suitable, including through another Spray Foam Genie franchisee, a company- or affiliate-owned business, or a third-party contractor. Additionally, if at any time a Special Account for any reasonable requests that services in the Territory be provided by someone other than you, we may revoke your option or right to provide or continue to provide the services and may fulfill the contract requirements of the Special Account in the Territory in any manner we deem suitable.

ITEM 13. TRADEMARKS

We are the owner of the trademarks. The Franchise Agreement will license to you the right to operate your Spray Foam Genie Franchised Business under the service marks, as described below (the "Marks"). We have registered to following mark on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date	Register
SPRAYFOAMGENIE	7,173,125	September 26, 2023	Principal

The following is our primary design trademark that we have applied to have registered on the Principal Register of the USPTO:

Mark	Serial Number	Application Date	Register
	97450123	June 9, 2022	Principal

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

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any other trademark administrator or any court, pending interference, opposition, or cancellation proceeding, or any pending material litigation involving the Marks.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise. We are not aware of any infringing uses of the Marks that could materially affect your use of them.

Your use of the Spray Foam Genie Marks is limited to use in connection with the operation of your Spray Foam Genie Franchised Business within the Territory as described in the Franchise Agreement and as set forth in the Spray Foam Genie Operating Manual. You must promptly notify us of any use of the Spray Foam Genie Marks or any colorable variation by any person or legal entity or any litigation instituted by any person or legal entity against you or us involving the Spray Foam Genie Marks. We will control any litigation or proceeding. We are not required to defend the Spray Foam Genie Marks. In the event we undertake the defense, prosecution, or settlement of any litigation relating to the Spray Foam Genie Marks, you agree to assist as necessary to carry out such defense, prosecution, or settlement. In the event, that any party demonstrates to us a superior right to use any of the Spray Foam Genie Marks, you shall, upon demand by us, discontinue use of such Spray Foam Genie Mark(s) and adopt, at your sole cost and expense, any Mark(s), if any, selected by us to replace such discontinued Mark(s).

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. We claim common law copyright and trade secret protection for several aspects of the System including our Operating Manual, and all printed, audiovisual, and other materials developed and distributed for use by our franchisees or us (collectively called the "Proprietary Information"). Information not protected by copyright, but which is confidential to us, such as information about our methods, policies, and marketing programs, is also part of the Proprietary Information.

There are no administrative or judicial determinations relating to the copyrights nor any agreements that limit the use of them. We are not obligated to protect these copyrights.

You will not acquire any interest in the Proprietary Information. All Proprietary Information must be returned to us immediately upon the termination of the Franchise Agreement for any reason. The Proprietary Information is disclosed to you solely on the condition that you (1) will not use it in any other business or capacity; (2) will maintain the absolute confidentiality of the information during and after the term of your Franchise Agreement; (3) will not make unauthorized copies of any portion of the Operating Manual or any other written communication from us; (4) will not disclose or duplicate any part of the Proprietary Information other than disclosure to an employee of the franchised business to the extent necessary to do his or her job; and (5) will adopt and implement all reasonable procedures we may require preventing unauthorized use or disclosure of the information, including restrictions on disclosure of the

information to employees of the franchised business and the use of nondisclosure and non-competition clauses in employment agreements. All shareholders, officers, directors, partners, and members of the franchise are presumed to have access to Proprietary Information and must sign a Nondisclosure and Noncompetition Agreement to maintain the confidentiality of the Proprietary Information and conform to the non-competition covenants.

You must notify us immediately in writing when you learn about an infringement of or challenge to your use of our Proprietary Information. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights. You must cooperate fully with us in defending and/or settling the litigation.

You must notify us immediately in writing if anyone breaches the Nondisclosure and Noncompetition Agreement or if there is any other violation of the obligations regarding any of the Proprietary Information or if you learn about any improper use of any of it.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must maintain a designated full-time manager of the franchised business who is approved by us who devotes his/her full time and energy to the operation of the Franchised Business and successfully complete the Initial Training Program to our satisfaction. The designated on-site manager must sign a confidentiality, non-solicitation, and non-competition agreement in a form that is satisfactory to us. The manager need not have an ownership interest in the franchise. Additionally, you must hire a full-time salesperson for your territory as well if you elect to receive voluntary Consulting Services from our affiliate. If you chose to operate as an Owner Operator and/or Semi-Absentee, the Owner can choose to be the salesperson.

Each shareholder, partner, member, and other equity owners of the franchise, and each individual shareholder, partner, member, and other equity owners of any shareholder, partner, member, and other equity owners that is itself a business entity, must personally guarantee all of the franchisee's obligations and performance under the Franchise Agreement.

To prevent any interruption of the Franchised Business that may cause harm to the Franchised Business and to the Spray Foam Genie system and lessen their value, we may step in to operate the Franchised Business when we deem necessary in the event that you: are incapable of operating the franchise; are absent or incapacitated because of illness or death; have failed to pay when due any taxes or assessments against the franchise or property used in connection with the franchise; have failed to pay when due any liens or encumbrances of every kind placed upon or against your business property; or we decide that operational problems require us to operate the franchise for a time.

All Revenue derived from our operation of the Franchised Business will be for your account. We may pay from that revenue all expenses, debts, and liabilities we incur during our operation of the Franchised Business. We will keep account of all revenue generated by the operation of the Franchised Business, less the expenses of the business, including reasonable compensation and expenses for us and our representatives.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all products and services, and only those products and services, authorized by us and specified in the Spray Foam Genie Operating Manual or as designated in writing by us (the "Permitted Products and Services"). Without limit, we have the right to change, add and delete products or services to or from the Spray Foam Genie Permitted Products and Services at any time. We may also designate any products or services as optional.

You may only advertise, solicit, offer, accept orders, and sell within the Territory unless we give you written consent to serve another specified area where no other Spray Foam Genie franchise or company-owned unit is located. If you are granted consent to service another specified area, you shall be obligated to pay royalty fees and other fees to us for the services performed or products sold. You do not have the right to use other channels of distribution such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory unless we give you written consent to serve another specified area where no other Spray Foam Genie franchise or company-owned unit is located.

You must participate in and fully comply with any customer warranty or guaranty or customer satisfaction program we may establish from time to time.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Term of the franchise	Section II(A)	10 years from the date that we sign the Franchise Agreement.
b. Renewal or extension of the term	Section II(B)	Upon the expiration of the initial term or any renewal term of the Franchise Agreement, you may, at its option, renew the Franchise Agreement for an additional term of 10 years (the "Successor Franchise"), provided that at the end of each term you meet conditions listed including paying a Successor Fee.
c. Requirements for you to renew or extend	Section II(B)	In order to renew, we must be offering Spray Foam Genie Franchises; you must give us written notice between 6 months to 1 year prior to the end of the term; you must not be in default under any provision of The Franchise Agreement or any other agreement between you and our affiliates, and have substantially complied with all of the terms and conditions of Franchise Agreement; or a

Provision	Section in Franchise Agreement	Summary
		suitable substitute location that is approved by us and meets our then-current specifications and standards, for the entire term of the Successor Franchise; you must refurbish your Spray Foam Genie Franchised Business to conform to the then-current Spray Foam Genie trade dress, color schemes, and presentation of the Marks and Spray Foam Genie Systems Standards; you must sign the then-current Spray Foam Genie franchise agreement terms of which may materially differ from the terms of the original Franchise Agreement; you must pay us a Successor Franchise Fee of $10,000; unless prohibited by the laws, you must sign a general release; and you must comply with then-current Spray Foam Genie qualifications and training requirements. When renewing, you may be asked to sign a contract with materially different terms and conditions then your original contract.
d. Termination by you	n/a	By operation of law, only.
e. Termination by us without cause	None	Not applicable
f. Termination by us with cause	Section XVI	We can terminate only if you default.
g. "Cause" defined -- defaults which can be cured	Section XVI(B)	We may elect to terminate your Spray Foam Genie Franchise Agreement if you fail to pay, when due, any sum required to be paid under the Franchise Agreement or any other agreement between us after written notice and ten (10) days opportunity to cure; or if you fail to perform, or the breach, any other provision of your Spray Foam Genie Franchise Agreement or of any other agreement or instrument between us; or you fail to operate the Franchised Business in full compliance with the Franchise Agreement, the Spray Foam Genie Operating Manual, or Spray Foam Genie System Standards; or fail to cure any such breach within thirty

Provision	Section in Franchise Agreement	Summary
		(30) days from notice of the breach.
h. "Cause" defined defaults which cannot be cured	Section XVI(A), (B)	We may elect to terminate your Spray Foam Genie Franchise Agreement, without opportunity to cure if you fail to locate and secure a Site or fail to open the Franchised Business within the time limits prescribed by the Franchise Agreement; you fail to satisfy all of the training obligations on three (3) or more separate occasions within any period of twelve (12) consecutive months; you fail to submit reports or other information or supporting records when due or otherwise fail to comply with the Franchise Agreement, whether or not such failures to comply are corrected after notice; you fail to operate your Spray Foam Genie Franchised Business for more than two (2) consecutive days, or otherwise abandon the Franchised Business; you provide for offers or sales of any Permitted Products and Services at or from a location that is within the franchise territory of another Spray Foam Genie franchisee (except as expressly stated in this Agreement, the Operating Manual, or any other written agreement between Franchisor and Franchisee), or otherwise infringes upon rights granted by us under franchise agreements with other franchisees of Franchisor; you fail to achieve or exceed the Minimum Performance Standards for two (2) consecutive calendar years; you fail to achieve or exceed System Standards in two (2) inspections in any twenty four (24) month period; you are declared bankrupt or insolvent or you are the debtor in a voluntary or involuntary bankruptcy proceeding under the U.S. Bankruptcy Code; a receiver is appointed for you or for any part of your property, or you make any assignment for the benefit your creditors, if not dismissed within fifteen (15) days; you lose the right to possession of the premises upon which the Franchised Business is located, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; Franchisee fails, for a period of ten (10) days after receipt of notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Business; you make any transfer or attempted transfer that fails to

Provision	Section in Franchise Agreement	Summary
		comply with this Agreement; the Franchised Business is seized, taken over or foreclosed by a government official in the exercise of his duties, or seized, taken over or foreclosed by a creditor, lien holder or lessor; a final judgment against you remains unsatisfied for thirty (30) days (unless superseded as or other appeal bond has been filed), or a levy of execution has been made upon the franchise granted by this Agreement or upon any property used in the Franchised Business that is not discharged within five (5) days of such levy; any conduct or activity by you or any of your Principals, directors, or officers that Franchisor believes is reasonably likely to have an adverse effect or reflect unfavorably on the Franchised Business, us, the Spray Foam Genie System, the Marks, or the goodwill associated; you knowingly maintain false books or records, or knowingly submit any false reports to us, or knowingly understate your Gross Revenues reported to Franchisor; any threat or danger to public health or safety resulting from the construction, maintenance, or operation of the Franchised Business, and you have not immediately commenced actions to cure the problem or have not promptly cured or corrected the problem or activity that gave rise to the threat or danger; you make or attempt to make any transfer or assignment of the Franchised Business, Franchise business assets, rights under the Agreement, or ownership the Franchised Business contrary to the Franchise Agreement; or you or any of your Principals violate any of the Covenants of the Franchisee, commit an infringement of the Proprietary Marks, or communicate, divulge, or use Confidential Information contrary to the Franchise Agreement.
i. Your obligations on termination or nonrenewal	Article XVII	Upon the termination, you must: cease to operate your Franchised Business and not hold itself out as a present or former Spray Foam Genie franchisee of Franchisor; cease to use the Spray Foam Genie System or Spray Foam Genie Marks; make modifications to the Franchised Business Site to prevent the operation of any business on the Site that might be deemed substantially similar to the Spray Foam Genie Franchised Business; at our option, assign to us (i) telephone numbers of the Franchised

Provision	Section in Franchise Agreement	Summary
		Business and all related Yellow Pages, White Pages and other business listings, and (ii) Web Sites, web pages, listings, banners, URLs, advertisements, or any other services and links, and sell to us the assets of the Franchised Business; turn over the Spray Foam Genie Operating Manual, records, customer and other files, instructions, correspondence, and software provided and/or licensed by us; cancel any assumed name or equivalent registration that contains the Spray Foam Genie Marks; pay all sums due and owed to us; obtain and maintain professional liability or errors and omissions insurance and general liability insurance for a period of time not less than the applicable statute of limitations in the jurisdiction in which the Franchised Business is located; appoint us as the true and lawful attorney-in-fact and agent for Franchisee to carry out Franchisee obligations under the terms of termination.
j. Assignment of contract by us	Section XV(A)	We have the right to transfer or assign all or any part of our rights and/or obligations to any person or legal entity.
k. "Transfer" by you definition	Section XV(B)	A transfer includes any sales assignment, transfer, convey, give away, pledge, mortgage, or otherwise encumbrance of any interest therein or in Franchise or Franchisee assets.
l. Our approval of transfer by franchisee	Section XV(B)	We have the right to approve all transfers but may not unreasonably withhold consent.
m. Conditions for Spray Foam Genie International, LLC approval of transfer	Section XV(B)	All outstanding obligations related to the Franchised Business must be paid, and the transferor's right to receive compensation must be subordinated and secondary to our rights. You must sign a general release; the transferee must pay a transfer fee; the transferee must sign written assumption; the transferee must meet Spray Foam Genie standards; the transferee must sign a then-current Spray Foam Genie franchise agreement, and such other ancillary agreements; the transferee must

Provision	Section in Franchise Agreement	Summary
		successfully complete Spray Foam Genie Initial Training, and you must pay a transfer fee.
n. Our right of first refusal to acquire your business	Section XV(D)	We have the right, exercisable by written notice to you, to purchase such rights or interests for the price and on the terms and conditions contained in any offer for your Franchised Business, except we may substitute equivalent cash for any form of payment proposed in such offer. Any purchase by us must be completed within ninety (90) days after your receipt of our written notice. If we do not exercise our right of first refusal, you may complete the sale of interest to the bona fide purchaser, subject to our approval; however, if the sale to the purchaser is not completed within one hundred twenty (120) days after the delivery of the offer to us, we will again have the right of first refusal.
o. Our option to purchase your business	Section XVII	Upon termination or expiration of your Franchise Agreement, at our option (to be exercised within thirty (30) days after termination), you must sell to us any or all of the furnishings, equipment, signs, fixtures, supplies, or inventory related to the operation of your Franchised Business, at the depreciated book value.
p. Your death or disability	Section XV(E)	Must transfer to an approved 3rd party within 6 months subject to all conditions except transfer fee.
q. Non-competition covenants during the term of the franchise	Section XVIII(B)	No involvement in a competing business; cannot assist or deal with a competing business; cannot infringe on another franchisee's territorial rights.
r. Noncompetition covenants after the franchise is terminated or expires	Section XVIII(C)	No involvement in a competing business for 2 years (i) at the Site; (ii) within the Territory; or (iii) within a twenty-five (25) mile radius of (a) the Territory or (b) any other Territory licensed by us as of the date of expiration or termination of the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	Section XXI(A)	The Agreement may not be modified or amended except by a written instrument signed by each of the parties hereto, expressing such amendment or modification.
t. Integration/merger clauses	Section XXI(A)	The Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior agreements between such parties except those disclosures which are included in the Franchisor's Franchise Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representation made in this Franchise Disclosure Document. Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article XIX(C)	You must first bring any claim or dispute between you and us to our President and provide us with thirty (30) days' notice and opportunity to cure. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes must be submitted first to mediation, except for certain disputes involving our intellectual property or compliance with restrictive covenants. (subject to applicable state law).
v. Choice of forum	Section XIX(D)	Any and all suits, actions, or other proceedings with respect to, arising out of, or in connection with this Agreement shall be litigated in courts having a situs within Wayne County, Michigan (subject to applicable state law).

Provision	Section in Franchise Agreement	Summary
w. Choice of law	Section XIX(E)	The state of Michigan (subject to applicable state law).

ITEM 18. PUBLIC FIGURES

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

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

As noted in Item 1, our co-founders Chris and Keith Ryan have operated a spray foam business (the "Included Business") in Birmingham, Alabama since 2007 which served as the basis of the Spray Foam Genie franchise system. From 2007 until January 2022, the Included Outlet operated under the mark "APC Spray Foam". In February 2022, the Included Business adopted the Spray Foam Genie mark and offers substantially similar products and services as the Franchised Business you will operate.

This Item sets forth historical revenue and cost information for the Included Outlet which was provided to us by the owners of the Included Outlet. The Included Outlet was open the entire period from January 1, 2020, through December 31, 2022. The Included Outlet operates in an area with a population of approximately 1.9 million with two (2) trucks and two (2) single proportioner rigs. You will operate Rigs with single or double proportioners. We note that a territory of this size would typically require additional trailer rigs, which may increase certain of the expenses listed below. Otherwise, the Included Outlet is substantially similar to the Spray Foam Genie Business offered under this Disclosure Document. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Gross Revenue and Costs for Calendar Years 2020, 2021 and 2022

	2020	2021	2022
Gross Revenue[1]	**$1,614,232.55**	**$1,684,250.07**	**$1,792,885.59**
Expenses			
Royalty 6%[2]	$96,853.95	$101,055.00	$107,573.14
Brand Fund 1%[3]	$16,142.33	$16,842.50	$17,928.86
Call Center Fund[4]	$24,000.00	$24,000.00	$24,000.00
Trailer-Rig[5]	$39,504.68	$39,504.68	$39,504.68
RIG Monthly Service Fee[6]	$1,500.00	$1,500.00	$1,500.00
RIG Annual Inspection (AD travels to Site for inspection)[7]	$1,500.00	$1,500.00	$1,500.00
Insurance (Truck & Trailer-Rig)[8]	$9,876.67	$9,876.67	$9,876.67
Truck Lease Payment[9]	$19,213.46	$19,213.46	$19,213.46
Fuel	$40,512.94	$41,297.52	$48,288.41
Labor (4 Guys)[10]	$220,543.21	$229,672.34	$234,304.95
Manager Salary[11]	$78,346.74	$78,782.89	$78,790.23
Payroll Service[12]	$10,954.12	$11,574.56	$11,873.23
Truck/Trailer-Rig Repair[13]	$24,367.32	$25,758.32	$25,412.73
Job Software[14]	$14,400.00	$14,400.00	$14,400.00
Shop Rent[15]	$42,000.00	$42,000.00	$42,000.00
Marketing[16]	$24,000.00	$24,000.00	$24,000.00
Safety Supplies[17]	$3,147.62	$3,253.78	$3,369.62
SFG Approved Spray Foam[18]	$406,109.43	$424,266.08	$589,296.49
Total Expenses[19]	**$1,072,972.47**	**$1,108,497.80**	**$1,292,832.47**
Net Profit Owner/Operator[21]	**$541,260.08**	**$575,752.27**	**$500,053.12**

Notes.

1. Gross Revenue. "Gross Revenue" means all sales and other income (recognized on an accrual basis), whether cash or credit or barter for exchange (regardless of the collection in the case of credit), arising from the operation of the Franchised Business, less (i) all refunds and discounts made to customers in good faith and in accordance with Franchisor's policies, and (ii) any sales or excise taxes that are separately stated and that owners may be required to and does collect from customers and pays to any federal, state, or local taxing authority.

2. Royalties. The Included Outlet does not pay Royalty Fees, which have been calculated and imputed here based on the 6% Royalty Fee you will have to pay under the franchise agreement.

3. Brand Fund. The Included Outlet does not pay into the Brand Fund, which has been calculated and imputed here based on the 1% Brand Fund contribution you will have to pay under the franchise agreement.

4. Call Center Fund. The Included Outlet does not pay call center fund fees, which have been calculated and imputed here based on the $2,000 per month you will have to pay under the franchise agreement.

5. Trailer Rig. This amount represents the sum of monthly finance payments for the two trailer rigs operated by the Included Business. As noted above, a territory of this size would require a total of four trailer rigs. We estimate the total cost of four trailer rigs to be approximately $79,009.36, assuming an annual financing cost of $19,752.34.

6. RIG Monthly Service Fee. This amount represents the monthly maintenance fee from the equipment manufacturer as well as third party accreditation fees.

7. RIG Annual Inspection. This fee covers the annual inspection of the rig and equipment from the manufacturer.

8. Insurance (Truck & Trailer Rig). This amount includes insurance premiums, including general liability, auto insurance on three trucks operated by the Included Business, and workman's' compensation.

9. Truck Lease Payments. This amount represents the annual lease payments on the two vehicles.

10. Labor. Labor is defined as all compensation for labor for four workers necessary to operate the business.

11. Manager Salary. Manager Salary represents the amounts paid to a manager overseeing day to day operations.

12. Payroll Service. Payroll Service represents the amounts paid to a third-party payroll service.

13. Truck/Trailer-Rig Repair. Truck/Trailer-Rig Repair covers the costs associated with the repair of vehicles and Rigs, routine maintenance such as oil changes, tire replacements, and brakes.

14. SFG Software. This amount reflects the sum of monthly SFG Software payments.

15. Shop Rent. Shop Rent includes all costs associated with renting the Office and storage for all inventory and equipment.

16. Marketing. This amount represents the local advertising requirement of $2,000 per month that you will have to pay under the franchise agreement.

17. Safety Supplies. Safety Supplies includes the cost of all PPE and other safety items required to operate the Included Outlet.

18. SFG Approved Spray Foam. This amount represents the cost of spray foam used in the provision of insulation services. The cost of spray foam is subject to supply chain issues, which is outside our control. In 2022, the average cost of open cell foam increased from $1.70/lb. in January 2022 to $2.90/lbs. in July 2022. The cost of foam as of the issuance date of this disclosure document is $2.00/lb.

19. Total Expenses. Total Expenses is defined as the sum of Royalty, Brand Fund, Call Center Fund, Trailer-Rig, RIG Monthly Service Fee, RIG Annual Inspection, Insurance (Truck & Trailer-Rig), Truck Lease

Payments, Fuel, Labor, Manager Salary, Payroll Service, Truck/Trailer-Rig Repair, Job Software, Shop Rent, Marketing, Safety Supplies, and SFG Approved Spray Foam.

20. The above figures exclude tax liabilities that you will be responsible for. Interest expense, interest income, depreciation, amortization and other income or expenses will vary substantially from business to business, depending on the amount and kind of financing you obtain to establish the Franchised Business. You should consult with your tax advisor regarding depreciation and amortization schedules and the period over which assets of your Spray Foam Genie Business may be amortized or depreciated, as well as the effect, if any, of any recent or proposed tax legislation.

21. The results listed above do not include all fees and expenses that you will incur in operating the Franchised Business.

The Included Outlet has earned this amount. Your individual results may differ. There is no assurance you'll earn as much.

Other than the preceding financial performance representation, Spray Foam Genie International, LLC does not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Michael Shinabarger at (michael@phoenixfranchisebrands.com) 19500 Victor Parkway, Livonia, MI 48152, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
For Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Company-Owned	2020	0	0	0
	2021	0	0	0

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2022	0	0	0
TOTAL OUTLETS	**2020**	0	0	0
	2021	0	0	0
	2022	0	0	0

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(Other than Franchisor)
For Years 2020 to 2022

State	Year	Number of Transfers
TOTAL	**2020**	**0**
	2021	**0**
	2022	**0**

Table No. 3
STATUS OF FRANCHISED OUTLETS
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
TOTAL	**2020**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
TOTAL*	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

* As noted in Item 19, our co-founders operate a Spray Foam Genie business in Alabama. As this business is not under common control with us and otherwise does not operate in accordance with the terms of a franchise agreement, it is not a franchised or company owned outlet for the purposes of this disclosure document.

Table No. 5
PROJECTED OPENINGS
As of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Arizona	0	1	0
Colorado	0	2	0
Florida	0	2	0
Georgia	0	1	0
Michigan	1	1	0
North Carolina	0	1	0
Tennessee	1	1	0
Texas	0	2	0
Utah	0	1	0
TOTAL	**2**	**12**	**0**

A list of the names, addresses, and telephone numbers of all Spray Foam Genie franchisees is attached to this disclosure document as EXHIBIT F. A list of the names, last known home addresses, and telephone numbers of every Spray Foam Genie franchise that has had their franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document, is attached to this disclosure document as EXHIBIT G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As of the date of this disclosure document, there are no other trademark-specific franchisee organizations associated with the Spray Foam Genie franchise system that we have created, sponsored, or endorsed, and there are no independent trademark-specific franchisee organizations that have asked to be included in our disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Our audited financials as of December 31, 2022, are attached to this disclosure document as EXHIBIT H, as well as our unaudited financial statements as of October 31, 2023. Our fiscal year ends on December 31. We have not been in business for three years or more and, therefore, cannot include all financial statements required.

ITEM 22. CONTRACTS

The following exhibits to this disclosure document are the contracts used by us in offering franchises:

EXHIBIT A FRANCHISE AGREEMENT
EXHIBIT B FRANCHISEE DISCLOSURE QUESTIONNAIRE
EXHIBIT C RELEASE OF CLAIMS
EXHIBIT D CONSULTING AGREEMENT

ITEM 23. RECEIPT

The Receipt page is attached to the last page of this disclosure document. You must sign the receipt to acknowledge your receipt of this disclosure document.

EXHIBIT A. FRANCHISE AGREEMENT

TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

Franchise Agreement

BETWEEN

SPRAY FOAM GENIE INTERNATIONAL, LLC,
FRANCHISOR

AND

_____
FRANCHISEE

_____
(Common Territory Name)

_____
DATED

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EXHIBIT 4. POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER

SPRAY FOAM GENIE FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the Agreement), is being entered into this day of _____ (Effective Date) made by and between Spray Foam Genie International, LLC, a Delaware limited liability company (the Franchisor), with its principal place of business at 19500 Victor Parkway, Livonia, MI, 48152 and _____, a(n) _____ (the "Franchisee") with its principal place of business located at _____.

WITNESSETH:

WHEREAS Franchisor has dedicated time, skill, effort, and money to create and develop and continues to develop a system (the "System") for the establishment and operation of a distinctive type of business (referred to as a "Spray Foam Genie Business" or the "Franchised Business"). A Spray Foam Genie business offers residential and commercial spray foam insulation work of crawl space encapsulation, retro attics, new construction, open & closed cell foam, slow rise foam injection, roof coatings, concrete lifting/leveling, and blower door testing.

WHEREAS, the System consists of distinctive methods and procedures for marketing and advertising; specially designed business forms and procedures for the efficient operation of the Franchised Business; operation manuals (the "Operations Manuals"); and specially designated equipment, techniques, and procedures for the promotion and provision of Franchisee's services.

WHEREAS, Franchisor has invested substantial amounts of money in developing, and continues to develop, use and control the use of the mark "Spray Foam Genie" and the "Spray Foam Genie" design mark, as well as derivatives thereof, and certain other trade names, business names, service marks, trademarks, logos, designs and trade symbols (collectively referred to as the "Marks") to identify to the public the source of services marketed thereunder and through the Spray Foam Genie System and to represent the Spray Foam Genie uniform and high standards of quality.

WHEREAS, Franchisor has applied to register the mark Spray Foam Genie with the United States Patent and Trademark Office and claims the exclusive right to use all of the Marks and any derivatives thereof in connection with the operation of Spray Foam Genie businesses, as are now or may from time to time be designated in writing by Franchisor for use in connection with the operation of the System.

WHEREAS, Franchisor offers franchises for the development and operation of Franchised Businesses to be operated and promoted within a designated geographical territory (the "Territory").

WHEREAS, Franchisee has applied for a Spray Foam Genie Franchise and understands and acknowledges the importance of Franchisor's high standards of quality and service, the necessity of opening and operating the Franchised Business in conformity with Franchisor's standards and specifications as presented in Franchisor's Operating Manuals and updates and preserving the confidentiality of the System.

WHEREAS, Franchisor wishes to grant Franchisee the right to open and operate a Franchised Business based on Franchisee's representations to Franchisor, including those representations set forth in Franchisee's franchise application, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above Recital, which is incorporated herein as if fully rewritten, and the mutual promises contained herein, the parties agree as follows:

I. GRANT OF FRANCHISE

A. Grant of Franchise; Protected Territory.

1. Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the right to operate, and Franchisee undertakes the obligation to establish and operate in the area designated in Exhibit 1 of this Agreement (the "Territory") a Spray Foam Genie Franchised Business under the System and the Marks and using the System standards (referred herein as "System Standards") as set forth in this this Agreement, the Operating Manual, or other directives provided by Franchisor. Franchisor has the right to supplement, improve or otherwise modify the System from time to time in Franchisor's discretion, and Franchisee agrees to comply with all changes which may include, without limitation, the offer and sale of new or different products or services as Franchisor may specify. Franchisee acknowledges and agrees that this Agreement does not grant Franchisee the option or right to purchase additional Franchised Businesses and/or additional Territories.

2. Except as otherwise provided for in this Agreement and for as long as Franchisee is not in breach of this Agreement, Franchisor shall not establish or franchise another to establish a Spray Foam Genie Business under the Marks and System within the Territory during the Term of this Agreement. Franchisee may advertise, solicit, offer, accept orders, and sell within the Territory. Franchisee does not have the right to use other channels of distribution such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of the Territory unless Franchisor gives it prior written consent and no other Spray Foam Genie franchise or company-owned unit is located in the area. If Franchisee is granted consent to service another specified area, Franchisee shall be obligated to pay royalty fees and other fees to Franchisor for the services performed or products sold. If Franchise offers, solicits, or accepts, or performs service outside of the Territory without Franchisor's written consent, Franchisor may in its discretion, in additional all other remedies provided for in this Agreement or in law or equity, assess a fee up to or equal to one hundred percent (100%) of any revenue generated from the customer ("Out-of-Territory Fee") and Franchisee agrees to pay the Out-of-Territory Fee.

B. Trailer Rig Development Schedule

Franchisee add additional Trailer Rigs operating the Territory in accordance with the deadlines set forth in the Trailer Rig Development Schedule ("Trailer Rig Development Schedule") as set forth in Exhibit 1 of this Agreement.

Franchisee acknowledges and agrees that in order to remain in good standing and maintain the Territory rights granted hereunder, Franchisee must obtain and operate additional Trailer Rigs within the Territory in accordance with the Trailer Rig Development Schedule. Failure to meet the Trailer Rig Development Schedule for six consecutive months is a material default of this Agreement, and Franchisor may terminate this Agreement for failure to obtain and operate additional Trailer Rigs in accordance with the Trailer Rig Development Schedule.

C. Reserved Rights

Franchisor specifically reserves all rights not expressly granted to Franchisee in this Agreement. Without limiting the generality of the preceding sentence, Franchisor has the right to:

1. Own, acquire, establish and operate, and license others to establish and operate Franchised Businesses under the Marks and System outside the Territory.

2. acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind regardless of location, except for businesses that offer spray foam insulation services within the Territory;

3. establish and operate, and license others the right to open and operate, businesses that offer similar products and services to those offered by the Franchised Business under any other mark other than the Marks at any location, within or outside the Territory;

4. use the Marks and System, and license others to use the Marks and System to engage in any other activities not expressly prohibited in this Agreement;

5. sell and distribute, directly or indirectly, or license others to sell and distribute within or outside the Territory, directly or indirectly, any products, services or merchandise, including Permitted Products and Services, from any location or to any purchaser or through any alternative channel or method of distribution including, but not limited to, via retail and wholesale distribution, in hardware stores, club stores and other retail facilities, via mail order and e-commerce channels;

6. offer and sell the services and products authorized for Franchised Business using the Marks or other trademarks, service marks, and commercial symbols to Special Accounts as defined and as per the conditions set forth in this Agreement.

D. Special Accounts

The Franchisor has the exclusive right to contract with customers whose offices, stores, plants, buildings, or other physical facilities are not confined to the territory of a single Spray Foam Genie territory or the trading area of a single Franchise, Franchisor-owned or Affiliate-owned business (referred to herein "**Special Accounts**"). If Franchisor establishes a contract for facilities of a Special Account located in the Territory, Franchisor shall offer Franchisee the first option of providing the services to the Special Account at those facilities in the Territory at the prices and subject to the contract requirements negotiated by Franchisor with the Special Account. If Franchisee accepts the project, Franchisor will collect all amounts due from the Special Account and remit to Franchisee the amount due for products and services rendered. All amounts collected from Special Accounts on Franchisee's behalf or by Franchisee from Special Accounts will be included in Franchisee's Gross Revenues for purposes of calculating Royalties other fees due under this Agreement.

If Franchisee declines to accept the project, Franchisor will have the unfettered right to fulfill the contract requirements to the Special Account in the Territory in any manner it deems suitable, including through another Spray Foam Genie Franchisee, a Franchisor or Affiliate-owned business, or a third-party contractor. Additionally, if at any time a Special Account for any reasonable requests that services in the Territory be provided by someone other than Franchisee, Franchisor may revoke Franchisee's option or right to provide or continue to provide the services and may fulfill the contract requirements of the Special Account in the Territory in any manner Franchisor deems suitable.

II. TERM AND RENEWAL

A. Initial Term

Except as otherwise provided, the initial term of this Agreement is for a period of 10 years from the date the Franchised Business opens and commences on the date Franchisor executes this Agreement.

B. Renewal

Upon the expiration of the initial term or any renewal term hereof, Franchisee may, at its option, renew this Agreement for an additional term of 10 years (the "**Successor Franchise**"), provided that at the end of each term:

1. Franchisor is still offering Franchises at the time of each renewal period;

2. Franchisee has given Franchisor written notice of its election to renew not less than six (6) months, but not more than one (1) year, prior to the end of the preceding term;

3. Franchisee is not in default under any provision of this Agreement, any amendment or successor thereto, or any other agreement or instrument between Franchisee and Franchisor or its affiliates, approved suppliers of the System and had substantially complied with all of the terms and conditions of all such agreements during the then-current terms;

4. Franchisee shall refurbish the Franchised Business, including equipment and vehicles, to conform to the then-current trade dress, color schemes, and presentation of the Marks and Systems Standards;

5. Franchisee executes Franchisor's then-current form of franchise agreement and all other agreements and contracts that are normally and customarily signed by franchisees, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, different royalty and Brand Development Fund Contributions; provided, however, the agreement offered Franchisee upon renewal shall not require Franchisee to pay the initial franchise fee again;

6. Franchisee must pay Franchisor a Successor Franchise Fee of ten thousand dollars ($10,000) at the same time that Franchisee gives Franchisor the written request required by this Section. If Franchisor refuses to grant Franchisee a Successor Franchise, Franchisor shall, at the same time, Franchisor notifies Franchisee of the refusal, refund the Successor Franchise Fee paid by Franchisee. The Successor Franchise Fee is not refundable under any other circumstances;

7. Unless prohibited by the laws of the state in which Franchisee is located, Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and

ts subsidiaries and affiliates, and their respective officers, directors, shareholders, partners, members, agents and employees, in their corporate and individual capacities; and

8. Franchisee shall comply with Franchisor's then-current qualification and training requirements, including, without limitation, any training requirements specifically designated for renewing Franchisees.

C. Interim Term

If Franchisee does not execute a Successor Agreement before the expiration of the Agreement and Franchisee continues to accept the benefits of this Agreement after the expiration, then at Franchisor's option, this agreement may be treated either as: (i) expired as of the expiration date, with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis (the "Interim Term") until terminated by either party with at least one month written notice. In the latter case, all of Franchisee's obligations will remain in full force and effect during the Interim Term as if this agreement had not expired, except Royalty Fees, and all other fees shall be at the Franchisor's then-current rates and amounts plus an additional two (2%) royalty on gross revenues, and all obligations and restrictions imposed on Franchisee upon the expiration of this agreement will be deemed to take effect upon termination of the Interim Term. Except as described in this paragraph, Franchisee has no right to continue to operate the Franchised Business following the expiration of the Initial Term. If any applicable Franchise Law requires a longer notice period, the one-month period will be deemed modified to be the shortest notice period required by the Franchise Law.

III. INITIAL AND ONGOING FEES

A. Initial Franchise Fee

Franchisee shall pay Franchisor a nonrefundable initial franchise fee ("Initial Franchise Fee"). The Initial Franchise Fee is based on the population of the Territory and is as follows:

Initial Franchise Fee	DMA Population
$62,500	150,00 to 524,999
$100,000	525,000 to 1,000,000
$135,000	1,000,001 to 1,500,000
$165,000	1,500,001 to 2,000,000
$185,000	2,000,001 to 2,500,000
$205,000	2,500,001 to 3,000,000
$225,000	3,000,001 to 3,500,000
$225,000 + 20,000	For each additional 500,000 in population above 3,5000,000, the Initial Franchise shall increase by an additional $20,000

The Initial Franchise Fee must be paid in cash or by check, money order, or bank draft and is fully earned, due, and payable to Franchisor upon the execution of this Agreement, in consideration of, among other things, the administrative and other expenses incurred by Franchisor in furnishing items to Franchisee as described herein and for Franchisor's lost or deferred opportunity to franchise to others.

B. Royalty Fee

Franchisee shall pay Franchisor a royalty fee equal to six percent (6%) of weekly Gross Revenue (the "Royalty Fee") for the preceding week, subject to the minimum payments as described below. IFor purposes of calculating the amount due each week, a week is considered to be the seven-day period between Sunday and Saturday. In Year 1, the weekly minimum Royalty Fee is One Hundred Fifteen Dollars ($115) per week; in Year 2, the weekly minimum Royalty Fee is Two Hundred Thirty-One Dollars ($231) per week; and in Year 3 and thereafter for the remainder of the Term, the weekly minimum Royalty Fee is Four Hundred Fifteen Dollars ($415) per week. Royalty Fees are due and payable by the Thursday of each week based upon Franchisee's Gross Revenue for the preceding week. Franchisee shall also pay all federal, state, and local sales or use taxes that may be levied or assessed, in whole or in part, on the Royalty Fees payable to Franchisor, regardless of whether such taxes be assessed against or payable by Franchisor or Franchisee.

C. Brand Development Fund Contribution

Franchisee shall pay a brand development fund contribution equal to one percent (1%) of weekly Gross Revenue (the "Brand Development Fund Contribution") for the preceding week, subject to the minimum contributions as described below. In Year 1, the minimum contribution is Fifty Dollars ($50) per week and in Year 2 and thereafter for the remainder of the Term, the minimum contribution is One Hundred Dollars ($100) per week. Brand Development Fund Contributions are due and payable by Thursday of each week based upon Franchisee's Gross Revenues for the preceding week. Franchisee shall also pay all federal, state, and local sales or use taxes that may be levied or assessed, in whole or in part, on the Brand Development Fund Contributions payable to Franchisor, regardless of whether such taxes be assessed against or payable by Franchisor or Franchisee. Franchisor reserves the right to increase the Brand Development Fund Contribution to two percent (2%) of Gross Revenue upon 30 days prior written notice to Franchisee.

D. Sales and Market Fee (Call Center Fee)

Franchisee shall pay Franchisor a sales and market fee of two thousand dollars ($2,000) per month ("Sales and Market Fee) for access to and use of certain technology, including the Sales & Marketing Center, support from the franchisor, and access to the local marketing library. The Sale and Market Fee is subject to change at the Franchisor's sole discretion upon thirty (30) days prior written notice.

E. Commercial Bidding Fee

Franchisee shall pay Franchisor a Commercial Bidding fee equal to five percent (5%) of Gross Revenue for any commercial jobs that are booked for the franchisee by the franchisor.

F. Late Payments

Franchisee shall pay Franchisor a late fee of One Hundred Dollars ($100) per week plus interest at the rate of 18% on the unpaid balance for each Royalty Fee or Brand Development Fund Contribution that is not received by Franchisor when due or the highest rate allowed by law, whichever is lower, from the date payment is due to the date payment is received by Franchisor, regardless of any subordinate agreement that may be in effect to postpone payment of fees.

G. Gross Revenue

The term "**Gross Revenue**," as used in this Agreement, shall mean all sales and other income (recognized on an accrual basis), whether cash or credit or barter for exchange (regardless of the collection in the case of credit), arising from the operation of the Franchised Business, less (i) all refunds and discounts made to customers in good faith and in accordance with Franchisor's policies, and (ii) any sales or excise taxes that are separately stated and that Franchisee may be required to and does collect from customers and pays to any federal, state, or local taxing authority.

H. Method of Payment

Franchisee agrees to remit fees and any other amounts due to Franchisor hereunder via virtual check debt or other means as Franchisor may stipulate. Franchisee agrees to execute and deliver to Franchisor an authorization for electronic transfer of funds for direct debits from Franchisee's business bank operating account and to comply with procedures specified by Franchisor and perform such acts as may be necessary to accomplish payment by electronic fund transfer. Franchisee authorizes Franchisor to initiate debit entries and/or correction entries to a designated checking account for payment of royalties or any other fees and amounts payable to Franchisor, including, but not limited to, attorney fees and interest. Franchisee shall make funds available to Franchisor for withdrawal by electronic transfer no later than the due date for payment, therefore. If Franchisee has not timely reported Franchisee's Gross Revenues to Franchisor for any reporting period, then Franchisor shall be authorized to debit Franchisee's account in an amount equal to one hundred twenty five percent (125%) of the Royalty Fees and other fees and amounts payable by Franchisee for the last reporting period for which a statement of operations was received from Franchisee. Nothing contained in this paragraph shall be construed to waive Franchisee's obligations to submit any reports, records, or other materials required by this Agreement or waive any remedy available to Franchisor for Franchisee's failure to make timely payments.

I. Taxes

If any sales, excise, use, or privilege tax is imposed or levied by any government or governmental agency on Franchisor for any Royalty Fee, Brand Marketing Fund Contribution, or other fees due and payable to Franchisor under this Agreement, Franchisee shall pay Franchisor a sum equal to the amount of such tax.

J. Technology Fee

Franchisor reserves the right to impose a technology fee, in an amount that Franchisor reasonably determines, for new or improved technology adopted or developed by Franchisor for access to and maintenance of required software and processes, including but not limited to, a scheduling system, payment processor, sales and financial reporting, franchise portal, benchmarking platform or other operations systems. In Franchisor's sole discretion, Franchisor may (i) increase the amount of the technology fees or (ii) replace the software and technology with different technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement technology and for continuous access thereto.

K. Memberships and Subscriptions.

Franchisee must participate in all membership and subscription services that franchisor requires and pay all dues associated with such programs and memberships.

L. Starter Kit

Prior to opening, Franchisee must purchase from Franchisor or its approved supplier a "Starter Kit" that includes an initial inventory of open cell and closed cell foam, as well as all cleaners and personal protective equipment ("PPE") for the first three months of operations. The cost of the Starter Kit is fully earned upon payment and non-refundable.

IV. OPENING OF FRANCHISED BUSINESS

A. Site

Franchisee shall solely operate the Franchised Business from a flex warehouse space (the "Site") that is approved by and meets Franchisor's then-current site requirements and is identified in Exhibit 1 to this Agreement. The Site must be a flex space which includes a temperature control storage area ranging from one thousand five hundred (1,500) to three thousand (3,000) square feet. Larger spaces may be required for bigger territories. Franchisor may, but has no obligation to, make available a real estate manager from the Franchisor's staff to assist in locating the proper Site for the Franchisee. Franchisee acknowledges and agrees that Franchisor's approval of the Site is solely based upon the Site conforming to System Standards and is not intended as and should not be interpreted as an opinion or assurance regarding the success or profitability of the specific Site. Franchisee may relocate the Site of the Franchised Business so long the new Site meets Franchisor's then-current Site requirements and is approved by Franchisor and Franchisee pays Franchisor a relocation fee of one thousand dollars ($1,000) to cover Franchisor's costs and expenses on account of the relocation.

B. Time to Open

Franchisee acknowledges that time is of the essence in this Agreement. Upon Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business, which shall be defined herein as the "Opening Date". Prior to the Opening Date, Franchisee shall (i) satisfactorily complete Franchisor's Initial Training Program, as further set forth in Article V, (ii) hire and train staff, if required, (iii) acquire a vehicle, equipment, tools, supplies, and inventory in accordance with Franchisor's standards and specifications and, if appropriate, from Franchisor's Approved Suppliers, that Franchisee is required to purchase prior to opening; (iv) obtain all required licenses to operate the Franchised Business. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening. Franchisee's failure to open the Franchised Business and commence operations within one hundred fifty (150) days following the Effective Date of this Agreement, unless otherwise extended by Franchisor, shall be deemed a material event of default under this Agreement.

V. TRAINING AND ASSISTANCE

A. Initial Training

Prior to opening the Franchised Business, Franchisee and/or Franchisee's Designated Manager if Franchisee is an entity, shall attend and successfully complete, to Franchisor's satisfaction, the initial training program (the "Initial Training Program") offered by Franchisor at a location designated by Franchisor. The Initial Training Program is offered tuition free regardless of the number of attendees. If any required attendee does not satisfactorily complete such training, Franchisor may require that a replacement person attends and successfully completes, to Franchisor's satisfaction, the Initial Training Program. Franchisee and your Franchised Business Designated Manager must attend and successfully complete to Franchisor's satisfaction the Initial Training at least one (1) week but not more than six (6)

weeks before the opening of the Franchised Business. You must pay for all travel, lodging, and other costs of Initial Training attendance. Thereafter, we may charge a fee for attendance of the Initial Training for new and replacement managers.

Franchisee acknowledges that the grant of the franchise under this Agreement is conditioned upon the successful completion of Franchisor's Initial Training Program by Franchisee or if Franchisee is other than an individual, the Designated Manager. If, during the course of the Initial Training Program or within fifteen (15) days thereafter, Franchisor concludes that Franchisee or the Designated Manager, as the case may be, has not exhibited the aptitude, abilities, or personal characteristics necessary or desirable to successfully operate a Spray Foam Genie Franchised Business in accordance with the standards and procedures of the Spray Foam Genie Methods and the System, Franchisor may, in its sole discretion and judgment, cancel this Agreement and all rights hereunder by giving notice to Franchisee. Upon the cancellation of this Agreement pursuant to this paragraph, Franchisee shall return to Franchisor the Operating Manual and all other materials, information, and other items that Franchisee received from Franchisor, including all copies thereof and notes thereon. Franchisee agrees to maintain the confidentiality of all information strictly received relating to the Spray Foam Genie Method and not to use, in connection with the offering or selling of spray foam installation, or similar business, any trade secrets or confidential information obtained from Franchisor.

B. Training of Replacement Personnel

If Franchisee or the Designated Manager fail to complete the Initial Training Program to Franchisor's satisfaction, the respective persons may repeat the course, or, in the case of a new or replacement employee or attendee, Franchisee may send a replacement (the "Replacement Personnel") to the next available training session. Franchisor may charge its then-current training tuition fee for such Replacement Personnel to attend the Initial Training Program. Failure by Franchisee, an employee, attendee, or any Replacement Personnel to complete the Initial Training Program to Franchisor's satisfaction within the time period prescribed in this Agreement shall constitute default of this Agreement and Franchisor may terminate the Agreement.

C. Opening Assistance

Franchisor shall provide Franchisee with opening assistance by a trained representative of Franchisor. The trainer will provide on-site opening training, supervision, and assistance to Franchisee for up to three (3) days, in Franchisor's discretion, at no charge to Franchisee. If Franchisee requests, or if Franchisor determines it is necessary for, Franchisor's personnel to remain on-site after such three (3)-day period, Franchisee shall be required to pay to Franchisor the then-current per diem rate for Franchisor's personnel.

D. Ongoing Training.

Franchisor may also require that Franchisee and/or its Designated Manager, employees, and contractors attend such refresher courses, seminars, and other training programs as Franchisor may reasonably require from time to time. Failure to attend mandatory training, including an annual conference or business meeting, is a default under this Agreement. If Franchisor fails to attend any mandatory training program, Franchisee is required to obtain the training at a location Franchisor's designates, at Franchisee's sole cost, which includes tuition at the then-current rate, plus all your travel costs and our trainer's travel costs.

E. Annual Meeting

Franchisee or if Franchisee is other than an individual, the Designated Manager may attend regional and/or national meetings of Spray Foam Genie franchisees at a location within the United States designated by Franchisor as Franchisor may host or require. Franchisor reserves the right to charge Franchisee a fee for such meetings. This provision shall not be construed to require Franchisor to hold, provide, sponsor, host, or organize any such meetings.

F. Continuing Assistance

Franchisor will provide Franchisee, at no charge to Franchisee, periodic and continuing advisory assistance with technical, operational, sales, personnel, accounting, or other issues affecting the day-to-day operation of the Franchised Business in such manner and frequency as Franchisor deems advisable.

G. Training Costs

For all training courses, seminars, and programs, Franchisor shall provide instructors and training materials, provided that Franchisor reserves the right to charge a fee for a refresher, remedial, and additional training it provides. Franchisee shall bear the cost of all other expenses for its attendees during the training period, including, without limitation, the costs of transportation, lodging, meals, wages, and workers' compensation insurance.

VI. SYSTEM STANDARDS

A. Standards

Franchisee acknowledges and agrees that every detail of the System is important, not only to Franchisee but also to Franchisor and other Spray Foam Genie franchisees, in order to develop and maintain high and uniform operating standards, to increase the demand for the products and services offered by all franchisees, to establish and maintain a reputation for uniform, efficient, high-quality products and services, and to protect the goodwill of all Spray Foam Genie franchises. Franchisee further acknowledges and agrees that a fundamental requirement of the System, this Agreement, and other Spray Foam Genie franchises are adherence by all Franchisees to the uniform specifications, standards, operating procedures, and rules prescribed by Franchisor for the development and operation of the Franchised Business (collectively referred to as System Standards).

Accordingly, Franchisee agrees to comply with each and every System Standard, as periodically modified and supplemented by Franchisor in its sole and absolute discretion, during the term of this Agreement. Franchisee further agrees that System Standards prescribed from time to time in the Operating Manual or otherwise communicated to Franchisee in writing shall constitute provisions of this Agreement as if fully set forth in this Agreement. All references to this Agreement include all System Standards as periodically modified.

Franchisee agrees to comply with System Standards and not to deviate from Franchisor's specifications or procedures. In addition to all other remedies provided herein or otherwise, if franchisee fails to adhere to the System Standards or Franchisee is found in violation of the System Standards, Franchisee shall reimburse Franchisor for any and all cost and expenses associated with counsel, inspection, support, assistance, enforcement rendered to and against Franchisee regarding said System Standards violation and/or non-compliance.

B. Designated and Approved Suppliers

Recognizing that preservation of the System depends upon product and service uniformity and the maintenance of Franchisor's trade dress, Franchisee agrees to purchase all supplies, equipment, marketing materials, and other products and materials required for the operation of the Franchised Business as the Franchisor designates from time to time solely from Franchisor, Franchisor's affiliates, and/or any vendors and suppliers designated by Franchisor ("Approved Supplier"). Franchisee hereby acknowledges that Franchisor, Franchisor's affiliates and/or a third party may be one of several, or the only, Approved Supplier of any item. Franchisee further acknowledges and agrees that Franchisor and/or Franchisor's affiliates have the right to realize a profit or otherwise derive revenue and other material consideration on any products and/or services that Franchisor, Franchisor's affiliates and/or Franchisor's Approved Suppliers supply and/or provide to Franchisee. Franchisor has the irrevocable right to modify, supplement or otherwise change its lists of Approved Suppliers and any items that must be purchased from such Approved Suppliers at any time, as Franchisor deems advisable in its sole discretion. Franchisor may provide Franchisee with notice of such modifications to these lists via the Operations Manual or any other manner Franchisor deems appropriate.

C. Supplier Approval

If Franchisee desires to purchase any items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval or shall request the supplier itself to do so. Such noticed shall include the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, if known. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, at Franchisor's option, either to Franchisor or to an independent certified laboratory designated by Franchisor, for testing, and the actual cost of the tests shall be paid by Franchisee or the supplier. Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within forth-five (45) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's request will be deemed denied. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's criteria. Franchisor may charge a reasonable fee for inspection, review, and approval of suppliers. Franchisor may revoke supplier approval at any time for any reason upon notice to the franchisees.

D. Products and Services

Franchisee shall offer and sell all products and services, and only those products and services authorized by Franchisor and specified in the Operating Manual or as designated in writing by Franchisor (the "Permitted Products and Services"). Franchisor may unilaterally add and delete products or services to or from the Permitted Products and Services at any time. Franchisor may also designate any products or services as optional. Franchisee shall at all times maintain sufficient levels of inventory, as specified in the Operations Manual, to adequately satisfy consumer demand. Franchisee must offer, use and sell all private label products which Franchisor may now or in the future designate for sale by System franchisees. In the event Franchisee wishes to offer any Permitted Products or Services that Franchisor indicates requires additional training or certification from Franchisor or its designee, then Franchisee must

complete such training and/or obtain such certification, at Franchisee's sole expense, prior to providing these specialized Permitted Product and Services.

E. Pricing

Subject to applicable law, Franchisor may provide recommended and suggested pricing for the Franchised Business products and services. Franchisor will provide training in how to quote residential jobs. All commercial quoting will run through the Franchisor.

F. Promotions

Franchisee shall fully participate, honor, and comply with any and all System, local, regional, seasonal, promotional, and other programs, initiatives, and campaigns adopted by Franchisor that Franchisor requires Franchisee to participate in.

G. Equipment and Inventory.

Prior to commencement of operations, Franchisee shall adequately supply the Franchised Business with representative vehicles (each wrapped in accordance with Franchisor's specifications), equipment, tools, supplies, and inventory as prescribed by the Franchisor, and any other items of the type, quantity and quality as specified by the Franchisor. Franchisee must, at all times, maintain sufficient levels of inventory, including Franchisor's proprietary products and other equipment and supplies used at project sites, as required by Franchisor to adequately meet consumer demand. Franchisor reserves the right to require Franchisee to invest in additional infrastructure and/or equipment and staffing requirements, as may be set forth more specifically in the Operations Manual or otherwise in writing, to ensure adequate brand servicing in the Territory.

H. Maintenance Standards

Franchisee shall at all times maintain the Franchised Business and all equipment in a high degree of cleanliness, repair, and condition, and in connection therewith and shall make such additions, alterations, repairs, and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repair and replacement of obsolete furnishings, fixtures, equipment, and signs as Franchisor may direct.

I. Refurbishing

Franchisee agrees to repair, refinish, replace, and/or otherwise refurbish the Franchised Business's computer system, required software, vehicle(s), trailer(s), equipment, tools and any other tangible part or property of the Franchised Business at Franchisee's sole expense at such times as Franchisor may reasonably direct. Franchisor has the right to direct Franchisee to remodel, re-equip, and otherwise refurbish the Site or vehicles and trailers in the manner necessary to bring it into conformance with other franchises of the type Franchisor's franchisees are opening at the time of such direction. If at any time, in Franchisor's judgment, the general state of repair or the appearance of the Site or Franchisee's vehicles and rigs or other equipment, does not meet Franchisor's standards, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct such deficiency. If Franchisee fails or refuses to initiate within thirty (30) days after receipt of such notice Franchisor shall have the right, in addition to all other remedies, to enter upon the premises of the Site and affect such maintenance on behalf of Franchisee, and Franchisee shall pay the entire costs thereof on demand.

J. Variance

Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege to vary System Standards for any Spray Foam Genie Franchisee based upon any condition that Franchisor deems to be of importance to the successful operation of such franchisee's business.

VII. FRANCHISED BUSINESS OPERATIONS

A. Business Operation

After opening, Franchisee shall maintain the Franchised Business in continuous operation during all normal business hours as provided for in the Operating Manual during the term of this Agreement. Franchisee shall use its best efforts to promote and develop the market for the Permitted Products and Services. The Franchised Business must at all times be under the direct supervision of Franchisee or the Designated Manager who must devote his/her full time and energy to the operation of the Franchised Business is approved by Franchisor and has successfully completed Franchisor's initial training.

B. Inspection

To ensure compliance with this Agreement and System Standards, Franchisor or its designated agents have the right, at any reasonable time and without prior notice, to (i) inspect the Franchised Business; (ii) observe Franchisee, the Designated Manager and the Franchised Business's employees during the performance of work; (iii) confer with the Franchisee or Designated Manager and its employees; (iv) contact and interview customers and suppliers/distributors of Franchisee; (v) inspect, inventory, and check any and all inventory, equipment, signage, fixtures, furniture and operating methods of the Franchisee; (vi) test products and supplies; and (vii) conduct online or other surveys and secret shoppers, including recorded and interviews. Franchisor may require that Franchisee furnish its customers with an evaluation form specified by the Franchisor pre-addressed to the Franchisor. Franchisee agrees to fully cooperate with representatives of the Franchisor, making any inspection or observing or evaluating the work of Franchisee or its employees. If any inspection conducted by Franchisor or its designee reveals that the Franchised Business fails to meet System Standards, Franchisor may charge the then-current standard re-inspection fee. Franchisee's failure to achieve or exceed System Standards in two (2) inspections in any twenty-four (24) month period is a material breach of this agreement, for which Franchisor, in addition to its other legal and equitable remedies, may terminate this Agreement, refuse to renew the Franchise granted under this agreement, or reduce the geographic size of the Territory.

C. Minimum Performance Standard

Franchisee acknowledges and agrees that in order to remain in good standing and maintain the Territory right granted hereunder, the Franchised Business must achieve Fifty Thousand Dollars ($50,000) in Gross Revenue per year in each of the third (3rd) through fifth (5th) years of operations and Seventy-Five Thousand Dollars ($75,000) in Gross Revenue per year in each of the sixth (6th) through tenth (10th) years of operations. Failure to meet the Minimum Performance Standards is a material default of this Agreement, and Franchisor may grant a franchise to another to open a Spray Foam Genie within the Territory.

Franchisee acknowledges that the Minimum Performance Standard amounts do not constitute and are not in the nature of "earnings claims" or "financial performance representations." Franchisor disclaims

any representation, warranty, or guarantee that Franchisee can or will achieve levels of sales necessary to comply with the Minimum Performance Standard amounts above, or any other level or range of sales, income, or other measures of performance. As a practical business matter, Franchisor is unable to reliably estimate or predict the future financial or other results of any Spray Foam Genie Franchisee and is unable to estimate or predict Franchisee's potential results reliably.

D. Payment of Liabilities

Franchisee shall at all times pay its distributors, lessors, contractors, suppliers, trade creditors, employees, and other creditors promptly as the debts and obligations to such persons become due and holds Franchisor harmless therefrom. Franchisee's failure to do so shall constitute a breach of this Agreement. In the event Franchisee shall fail to pay any such obligations promptly as the debts to such persons or entities become due, Franchisor shall, in addition to its other remedies provided in this Agreement, have the right, at its election and without being obligated to do so, to pay such obligations and the amount or amounts paid therefore shall be paid by Franchisee to Franchisor with the next succeeding payment due Franchisor under this Agreement, together with interest at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee.

E. Payment of Taxes

Franchisee shall at all times pay its taxes on real and personal property, leasehold improvements, and fixtures and equipment, and all sales, payroll, and other taxes promptly when due and hold Franchisor harmless therefrom. Franchisee's failure to do so shall constitute a breach of this Agreement. All taxes shall be paid directly to the taxing authorities prior to the delinquent date. If any taxes become delinquent, Franchisor may elect to pay the delinquent tax on behalf of Franchisee, together with penalties and interest, if any, and Franchisee agrees, upon demand of Franchisor, to reimburse Franchisor for any sums so paid by Franchisor, together with interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee.

F. Compliance with Law

Franchisee agrees to comply with all laws, regulations, and requirements of federal, state, municipal, and other governmental entities and agencies (including, but not limited to, Title VII of the Civil Rights Act, the OSHA, the ADA, the Age Discrimination in Employment Act, and any other federal, state or local employment laws relating to occupational hazards and health, consumer protection, employment discrimination, and sexual harassment), and to obtain and maintain any and all licenses and permits required by any governmental agencies or otherwise necessary to conduct the Franchised Business in any jurisdiction in which it operates. Franchisee agrees and acknowledges that Franchisee alone shall be responsible for compliance with the obligations under this paragraph and that Franchisor shall have no obligation with respect thereto.

G. Client Service

Franchisee acknowledges that client satisfaction is essential to Franchisee's success as well as the reputation and success of the Marks, the System, and other Spray Foam Genie franchisees. Accordingly, Franchisee agrees to (i) use its best efforts to ensure the satisfaction of each of Franchisee's customers; (ii) use good faith and fair dealing in all dealings with customers, potential customers, suppliers, and

creditors; (iii) respond to client complaints in a courteous, prompt, and professional manner; and (iv) use its best efforts to resolve client disputes promptly and fairly in a mutually agreeable manner. If Franchisee fails to resolve a dispute with a client, for any reason whatsoever, Franchisor, in its sole discretion, may (but shall not be obligated to) investigate the matter and require Franchisee to take such actions as Franchisor deems necessary or appropriate to resolve the dispute fairly and promptly. Nothing contained in this Section, or any other provision of this Agreement shall be construed to impose liability upon Franchisor to any third party for any action by or obligation of Franchisee.

Franchisee agrees to participate in and fully comply with any customer warranty or guaranty, or customer satisfaction program Franchisor may establish from time to time.

VIII. ORGANIZATION, MANAGEMENT AND STAFFING

A. Non-Individual Franchisee

If Franchisee is other than an individual, it shall comply with the following requirements prior to its execution of this Agreement:

1. Franchisee shall be newly organized, and its charter, articles of organization, bylaws, partnership agreement, or operating agreement shall provide that its activities are confined exclusively to operating the Franchised Business;

2. Franchisee, prior to the execution of this Agreement, shall have provided Franchisor with written information as to each shareholder, member or partner of Franchisee ("Principals"), and the interest of each and shall promptly notify Franchisor of any changes in any such information during the term of this Agreement;

3. All Principals of Franchisee shall enter into a personal guaranty, in the form attached hereto as "Exhibit 2", agreeing to be personally bound by and unconditionally guaranteeing the full payment and performance of Franchisee's obligations to Franchisor;

4. Each ownership certificate of Franchisee, if any, shall have conspicuously endorsed upon its face the following legend:

> "The transfer, sale, or pledge of these shares is subject to the terms and conditions of a Franchise Agreement with Spray Foam Genie dated _____."

5. Copies of Franchisee's articles of incorporation or organization, bylaws, partnership agreement, operating agreement, and other governing documents, including the resolutions of the Principals or Board of Directors authorizing the execution of this Agreement, shall be furnished to Franchisor for its approval; and

6. Franchisee's name shall not consist of or contain the Marks or any colorable variation thereof or any other mark in which Franchisor has or claims a proprietary interest.

B. Designated Manager & Designated Sales Person

If Franchisee is other than an individual, prior to beginning the initial training program, Franchisee shall designate, subject to Franchisor's approval, an individual (the "Designated Manager") who shall be

responsible for general oversight and management of the operations of the Franchised Business on behalf of Franchisee. Criteria for Franchisor's approval of the Designated Manager may include completion of the Franchisor's Initial Training Program and other criteria as stipulated by Franchisor. Franchisee acknowledges and agrees that Franchisor shall have the right to rely upon the Designated Manager to have been given, by Franchisee, decision-making authority and responsibility regarding all aspects of the Franchised Business. In the event that the person designated as the Designated Manager dies, becomes incapacitated, leaves Franchisee's employ, transfers his/her interest in Franchisee, or otherwise ceases to supervise the operations of the Franchised Business, Franchisee shall promptly, but no event later than forty-five (45) days, designate a new Designated Manager, subject to Franchisor's approval. Franchisee must also hire a dedicated sales person who will be responsible for selling Permitted Products and Services within the Territory, networking with businesses in the community, implementing Franchisor's sales programs, and being responsible for growing the local business. If Franchisee elects to receive Consulting Services provided by Franchisor's affiliate, Franchisee must hire a full-time salesperson for the Franchised Business.

C. Franchised Business Staff

Franchisee shall employ sufficient employees as prescribed by Franchisor to operate the Franchised Business at its maximum capacity and efficiency as required by Franchisor. The Franchisee shall maintain competent, continuous, and well-trained staff in accordance with the Operations Manual and Franchisor standards. Franchise Business shall always have an employee clocked in who has received the Initial Training Program.

Franchisee acknowledges and agrees that any training Franchisor provides for Franchisee's employees is geared to impart to those employees, with Franchisee's ultimate authority, the various procedures, protocols, systems, and operations of a Spray Foam Genie outlet and in no fashion reflects any employment relationship between Franchisor and such employees. If ever it is asserted that Franchisor is the employer, joint employer or co- employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agree to assist Franchisor in defending said allegation, appearing at any venue requested by Franchisor to testify on Franchisor's behalf participate in depositions, other appearances or preparing affidavits rejecting any assertion that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees.

Franchisee shall conduct a background review of every prospective employee's criminal history, drug screening, and any other histories as set forth in the Manual and that Franchisee determines to be necessary and appropriate, prior to hiring. Notwithstanding the foregoing, all matters of employment and the protection of Franchisee's clients and client information are within Franchisee's discretion and control. Franchisor shall not be liable to Franchisee, any employee or prospective employee of Franchisee, or any third party for any act or omission of Franchisee or any employee or agent of Franchisee, and Franchisee's indemnification obligations hereof shall apply to any claims, demands or actions against Franchisor arising from any act or omission of Franchisee or any employee or agent of Franchisee (including, without limitation, refusal to hire or discrimination claims or claims asserted by third parties for torts allegedly committed by any employee or agent of Franchisee).

D. Compliance with the USA Patriot Act

Franchisee certifies that neither Franchisee nor any of its Principals, employees, or other persons

associated with Franchisee is an Embargoed Person. Franchisee shall not hire or have any dealings with an Embargoed Person or permit an Embargoed Person to hold an Ownership Interest in or position as a director or officer of Franchisee. Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee or any of its Affiliates, Principals, employees, or other persons associated with Franchisee being an Embargoed Person. Franchisee shall comply with and assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws. In connection with that compliance, Franchisee certifies, represents, and warrants that none of its property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its Affiliates and Principals are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that its indemnification responsibilities so stated in this agreement include Franchisee's obligations under this paragraph. Any misrepresentation by Franchisee under this paragraph or any violation of the Anti-Terrorism Laws by Franchisee, its Affiliates, Principals or employees, will constitute grounds for immediate termination of this Agreement and any other agreement between any Franchisor-Related Person and Franchisee or any of its Affiliates, Principals or employees.

IX. COMMUNICATIONS AND INFORMATION SYSTEMS

A. Computer System

To ensure the efficient management and operation of the Franchised Business and the transmission of data to and from Franchisor, Franchisee, at its own expense, shall install, prior to opening the Franchised Business, and shall maintain and utilize during the term of this Agreement, such communication and information system as may be specified by the System Standards from time to time.

1. As used in this Agreement, the term communication and information system shall mean hardware (including without limitation one or more computers and/or other computer components); software designated for the management and operation of the Franchised Business, as well as reporting and sharing information with Franchisor; and communication systems (including, without limitation, digital and analog modems, satellite, cable, and other systems).

2. Franchisee shall use communication and information system as designated by Franchisor and as may be so required lease and/or purchase its communication and information system only from Franchisor Approved vendor or vendors or suppliers. Franchisee shall not install, or permit to be installed, any devices, software, or other programs not approved by Franchisor for use with the communication and information system.

3. Franchisor may, from time to time, develop or authorize others to develop proprietary software programs for use in the System, which Franchisee may be required to purchase and/or license, and use, in connection with the Franchised Business. Franchisee agrees that it shall execute any license, sublicense, or maintenance agreement and pay any applicable fees required by Franchisor or any other approved licensor or approved vendor of such proprietary software programs.

4. If required by Franchisor, Franchisee shall obtain and maintain a contract with a vendor that Franchisor has approved in writing for software maintenance, support, and upgrade services for Franchisee's communication and information system and to provide Franchisee with such assistance as Franchisee and Franchisee's employees may require. Franchisee acknowledges that Franchisor may be one of or the only approved vendor for such services, and if Franchisee obtains these services from

Franchisor, then Franchisee agrees that it shall pay Franchisor the maintenance fee and help desk fee specified by Franchisor for such services. Notwithstanding these rights of Franchisor, Franchisor shall not at any time be obligated to provide any such services or support for the hardware or software used in the communication and information system.

5. Franchisee shall upgrade and update its communication and information system in the manner and when specified by Franchisor in writing.

6. Franchisee shall have the sole and complete responsibility for the manner in which Franchisee's communication and information system interfaces with other systems, including those of Franchisor and other third parties, as well as any and all consequences that may arise if Franchisee's communication and information system is not properly operated, maintained, and upgraded.

7. Franchisee shall: (a) promptly enter, into its communication and information system, and maintain all information required to be entered and maintained by Franchisor; (b) provide to Franchisor such reports as Franchisor may request from the data so collected and maintained, and (c) permit Franchisor to access Franchisee's communication and information system at all times via modem or other means specified by Franchisor from time to time. Franchisee shall cooperate with Franchisor and shall execute all documents required by Franchisor to permit access to Franchisee's communication and information system and data contained therein. The reporting requirements set forth in this Section shall be in addition to and not in lieu of the reporting requirements set forth otherwise in this Agreement.

8. Any and all data collected or provided by Franchisee, downloaded from Franchisee's communication and information system, and otherwise collected from Franchisee's system by Franchisor and/or provided to Franchisor is and shall be owned exclusively by Franchisor, and Franchisor shall have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee, including, but not limited to, the disclosure or distribution of such information to other franchisees of Franchisor, or the disclosure of such information to prospective franchisees of Franchisor, by inclusion in Franchisor's franchise disclosure document or otherwise; however, Franchisee is hereby licensed (without any additional fee) to use such data solely for the purpose of operating the Franchised Business, and such license shall automatically and irrevocably expire when this Agreement terminates or expires, without additional notice.

B. Email and Telephone

Franchisee shall maintain telephone lines and features for use exclusively by the Franchised Business as required by Franchisor in the Operating Manual or otherwise communicated to Franchisee from time-to-time.

1. Prior to opening the Franchised Business and thereafter at all times during the term of this Agreement, Franchisee shall obtain and maintain an e-mail account as specified by Franchisor that is capable of receiving and sending attached files of a size specified by Franchisor in the Operating Manual or otherwise communicated to Franchisee from time-to-time, along with an internet connection via a commercial internet service provider.

2. Franchisor shall have the right, but not the obligation, to establish a Web Site and/or other electronic system providing private and secure communications (e.g., an extranet) between Franchisor, Franchisee, other franchisees, and other persons and entities as determined by Franchisor, in its sole discretion. If required by Franchisor, Franchisee shall establish and maintain access to the extranet in the

manner specified by Franchisor and shall, from time to time, execute such agreements and/or acknowledge and agree to comply with such policies concerning the use of the extranet as Franchisor may prepare.

X. RECORDS AND REPORTS

A. Records

During the term of this Agreement, Franchisee shall maintain and preserve, for at least seven (7) years from the date of their preparation, full, complete, and accurate books and records of accounts, prepared in accordance with generally accepted accounting principles, and client files and records pertaining to the Franchised Business granted pursuant to this Agreement, all in the form and manner prescribed by Franchisor in the Operating Manual or otherwise in writing. In connection with its maintenance of such accounts and records, Franchisee, at its expense, shall:

1. Submit to Franchisor, on or before the Tuesday of the week during the term of this Agreement, a Gross Revenue Report and statement of operations in the form prescribed by Franchisor and certified by Franchisee or the Designated Manager, accurately reflecting Franchisee's Gross Revenues and the results of operations of the Franchised Business, respectively, during the preceding period, along with such other data or information as Franchisor may require.

2. Submit to Franchisor monthly, quarterly, and/or annual financial reports, including balance sheets, cash flow statements, profit and loss statements, and other reports as required by Franchisor. All reports shall be submitted timely in accordance with Franchisor's schedule, and all reports shall be certified by Franchisee or the Designated Manager to accurately reflect, respectively, the financial condition of the Franchised Business.

3. Submit to Franchisor signed copies of the federal income tax returns for the previous tax year, as filed with the Internal Revenue Service, of Franchisee and of any Principal who owns an ownership interest in Franchisee greater than or equal to fifty percent, on or before April 30 of each year, or, if the taxpayer has received an extension of time to file and submits to Franchisor a signed, file-stamped copy of IRS Form 4868 or 2688, as applicable, then within fifteen (15) days after the final due date for such return, but in no event later than October 30th.

4. Submit to Franchisor, for review or auditing, such other forms, reports, bank statements, client files, records, information, and data as Franchisor may designate, in the form and at such times and places as Franchisor may request.

5. Purchase and install such equipment as Franchisor may require automating the reporting of financial information and payment of recurring fees pursuant to this Agreement, including, but not limited to, internet or intranet reporting and pre-authorization of electronic fund transfer or bank debit.

B. Franchisor Audits and Inspection

At all times during the term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement, Franchisee covenants and agrees to permit Franchisor or its designated agents at all reasonable times to examine, at Franchisor's expense and at such location as Franchisor may reasonably select, Franchisee's books and records of accounts, bank statements, canceled checks, client files, federal, state, and local income tax, sales and use tax, and payroll tax returns, the federal income tax

returns of any Principal who owns an ownership interest in Franchisee greater than or equal to fifty (50) percent, and any other information or records pertaining to the Franchised Business (collectively referred to as Franchisee's Business Records). If such an inspection should reveal that Gross Revenues have been understated in any report to Franchisor, then Franchisee shall immediately pay the amount of Royalty and other fees and amounts due with respect to such understatement plus the late fees and interest as provided by this Agreement. In addition, if the audit is initiated due to franchisee's non-compliance with the terms herein or the Operating Manual or if an inspection reveals an understatement of Gross Revenues of two percent (2%) or more for any monthly period so inspected, or if an inspection is prompted by Franchisee's failure to maintain any records or to timely submit any report or other information required by this Agreement, then Franchisee shall also reimburse Franchisor for any and all costs and expenses of such inspection, including, without limitation, wages paid by Franchisor to its employees, travel expenses, and reasonable accounting and attorneys' fees. The foregoing remedies shall be in addition to any other remedies Franchisor may have. Franchisor shall also have the right, at any time, to have an independent audit made of Franchisee's Business Records.

XI. INDEMNIFICATION AND INSURANCE

A. Indemnification

Franchisee is responsible for all losses or damages from contractual liabilities to third persons from the possession, ownership, and operation of the Franchised Business and all claims or demands for damages to property or for injury, illness, or death of persons, directly or indirectly arising out of, or in connection with, possession, ownership or operation of the Franchised Business or the actions or omissions of Franchisee, its employees, officers, managers, representatives, and agents. Franchisee shall provide written notice to Franchisor of any and all demands for damages, claims, civil, administrative, or regulatory suits, complaints, or action, demands for arbitration, mediation, filed against Franchise or Franchisee's owners, employees, or agents no more than fourteen (14) days from service of any of the aforementioned.

Franchisee agrees to indemnify, hold harmless and, at the Franchisor's request, defend the Franchisor and its affiliates and franchisees, and their agents, employees, attorneys, successors, and assigns against any and all claims, suits, demands, losses, damages, or liabilities, and all related expenses, including reasonable attorneys' fees and court costs, which directly or indirectly arising out of, in connection with, or as a result of possession, Franchisee's ownership or operation of the Franchised Business or the acts or omissions of Franchisee. This indemnity obligation will continue in full effect even after the expiration, transfer, or termination of this Agreement. The Franchisor's right to indemnity under this Agreement will arise and be valid notwithstanding that joint or concurrent liability may be imposed on the Franchisor by statute, ordinance, regulations, or other laws.

B. Insurance

Franchisee must obtain and provide Franchisor with evidence of insurance in at least the minimum amounts and with the coverages specified in the Operating Manual or otherwise by Franchisor. Evidence of this insurance must be initially provided before beginning the operation of the Franchise Business. Certificates of renewal must be provided no later than ten (10) days before the expiration date of each policy. If Franchisee does not provide the Franchisor with evidence of any required insurance policies at any due date, Franchisor may purchase that insurance at the Franchisee's expense. Franchisee shall reimburse Franchisor on demand for Franchisor's cost in obtaining this insurance together with interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less,

from the date of payment by Franchisor to the date of reimbursement by Franchisee. Each required policy of liability insurance must name Franchisor as an additional insured and must provide that Franchisor will be given at least thirty (30) days' notice before cancellation, modification, or amendment of the policy.

XII. PROPRIETARY MARKS

A. Use by Franchisee

Franchisee's right to use the Marks as granted in this Agreement is limited to their use in connection with the operation of the Franchised Business within the Territory and otherwise as described herein and as set forth in the Operating Manual or as may be prescribed in writing by Franchisor from time to time.

B. Exclusive Property of Franchisor

Franchisee acknowledges Franchisor's right, title, and interest in and to the Marks, along with the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in the System are exclusive to Franchisor. Except as expressly provided by this Agreement, Franchisee shall acquire no right, title, or interest therein, and any and all goodwill associated with the system and the Marks shall insure exclusively to Franchisor's benefit. Upon the expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the system or the Marks.

C. Infringement by Franchisee

Franchisee acknowledges that the use of the Marks outside of the scope of this Agreement without Franchisor's prior written consent is an infringement of Franchisor's rights, title, and interest in and to the Marks. Franchisee expressly covenants that during the term of this Agreement and after the expiration or termination hereof, Franchisee shall not, directly, or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of the Marks or take any other action in derogation thereof.

D. Infringement by Others

Franchisee shall promptly notify Franchisor of any use of the Marks or any colorable variation thereof by any person or legal entity other than Franchisor or any of its representatives and agents or other Franchisees, or any other mark in which Franchisor has or claims a proprietary interest. Franchisee further agrees to notify Franchisor promptly of any litigation instituted by any person or legal entity against Franchisor or Franchisee involving the Marks. In the event Franchisor, in its sole discretion, undertakes the defense, prosecution, or settlement of any litigation relating to the Marks, Franchisee agrees to execute any and all documents and to render such assistance as may, in the opinion of Franchisor, be reasonably necessary to carry out such defense, prosecution or settlement. In the event that any party demonstrates, to Franchisor's sole satisfaction, a superior right to use any of the Marks, Franchisee shall, upon demand by Franchisor, discontinue its use of such Mark(s) and adopt, at Franchisee's sole cost and expense, any Mark(s), if any, selected by Franchisor to replace such discontinued Mark(s).

E. Improper Use

Franchisee shall not use any of the Marks, or any derivative or a colorable variation thereof: (i) as part of Franchisee's corporate or other legal names; (ii) on or as part of any Website, domain name, URL, web page, electronic mail address, listing, banner, advertisement or any other service or link on, to or with the

internet, World Wide Web, internet service providers, electronic mail services, communication providers, search engines, or other similar services (without Franchisor's prior written consent); (iii) with any prefix, suffix (including, but not limited to, the word "Inc. or LLC"), or other modifying words, terms, designs, or symbols; or (iv) in any modified form. Franchisee shall not register any of the Marks, or any derivative or a colorable variation thereof, as a service mark, trademark, or internet domain name, or hold out or otherwise employ the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as could reasonably result in making Franchisor liable therefore or that may harm, tarnish, or impair Franchisor's reputation, name, services or Marks. The provisions of this paragraph shall survive the expiration, termination, or cancellation of this Agreement.

F. Non-exclusive Use

Franchisee expressly acknowledges and agrees that this license to use the Marks is non-exclusive, and Franchisor has and retains the rights, among others:

1. To grant other licenses for the use of the Marks, in addition to those already granted to existing franchisees and to Franchisee; and

2. To develop and establish other systems and programs utilizing the same or similar Marks, or any other proprietary marks, and to grant franchises therein without granting Franchisee any rights therein;

G. Use by Others.

Franchisee shall not permit any third party to imprint the Marks on any products, materials, documents, and supplies utilized by Franchisee in connection with the operation of the Franchised Business without first obtaining the consent of Franchisor and causing such third party to execute a license agreement as specifically provided for in this Section of this Agreement.

H. Modification of Marks.

Franchisor reserves the right, in Franchisor's sole discretion, to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder. Franchisee shall discontinue using all Marks which Franchisor has notified Franchisee, in writing, have been modified or discontinued within ten (10) days of receiving written notice and, at Franchisee's sole cost and expense, shall promptly begin using such additional, modified or substituted Proprietary Marks.

XIII. CONFIDENTIAL INFORMATION

A. **Confidential Information**

Confidential Information hereby includes, without limitation, any and all confidential, proprietary, and trade secret information relating to the operation of a Franchised Business, such as: all financial, operational, technical and marketing information; the Operating Manual and Franchisor's System policies or procedures, and franchising materials, brochures, marketing plans, forecasts, and related information; cost data; pricing information; business plans; financial records and results of Franchisor's operations and other persons or entities operating a Franchised Business; photographs, devices, samples, models, and illustrations; software developed by or for Franchisor; customer lists and any information relating to Franchisor's customers or the customers of other System franchisees; patent, trademark, service mark, and copyright applications; information relating to inventions, discoveries, software and any other

research and development information; methods of conducting the Franchised Business developed by Franchisor or other franchisees, and any forms, memoranda, outlines, protocol, presentations, proposals, software, or other documents or information related to such methods; any information of a customer not generally known or available to the public; any trade secrets (including, but not limited to, components of the System, product marketing and promotional techniques, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, list of actual or potential customers or suppliers)), or of a customer of Franchisor, or of any other franchisee; and any information about or originating from any Franchisee which, if it was information of Franchisor, are expressly deemed Confidential Information pursuant to the foregoing (collectively, "Confidential Information"). Any and all information, knowledge, know-how, techniques, and other data which Franchisor designates as confidential will be deemed Confidential Information for purposes of this Agreement.

B. **Nondisclosure**.

During the term of this Agreement, Franchisee will receive information which Franchisor considers its trade secret and confidential information. Franchisee may not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person or entity any Confidential Information, as defined in Section XII.A. Upon termination or expiration of this Agreement, regardless of reason, Franchisee shall return all copies of such Confidential Information to Franchisor immediately and Franchisee may not use the Confidential Information for any purpose other than operating the Franchised Business in accordance with Franchisor's standards and specifications.

C. **Business Operations**

In order to protect the reputation and goodwill of Franchisor and to maintain uniform standards of operation under the Marks, Franchisee shall conduct its operations hereunder in accordance with Franchisor's Operating Manual, as the same may be amended or modified from time to time.

D. **Employees and Subcontractors**.

All of Franchisee's employees and subcontractors must execute covenants that they will maintain the confidentiality of information they receive in connection with their employment or engagement by Franchisee at the Franchised Business. Such covenants shall be in a form satisfactory to Franchisor and substantially similar to the Confidentiality and Restrictive Covenant Agreement attached as "Exhibit 3" to this Agreement. Employee non-0compete and restrictive covenant agreements must include, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with independent rights to enforce them.

E. **Modification**

Franchisor shall have the right to add to or otherwise modify the Operating Manual from time to time to reflect changes in any of the System Standards, provided that no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement. Without limiting the generality of the foregoing, Franchisor may, during the term of this Agreement, require Franchisee to modify, enhance and/or replace all or any part of Franchisee's communication and information system at Franchisee's expense, and Franchisee agrees to acquire or acquire the right to use for the remainder of the term of this Agreement, after receipt of written notice from Franchisor, the modified, enhanced or replacement version of the communication and information system specified by Franchisor. Franchisee further agrees

to take all other actions as may be necessary to enable the modified, enhanced, or replacement communication and information system to operate as specified by Franchisor. Any such modifications, enhancements, and replacements may require Franchisee to incur costs to purchase, lease, and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional services and support services during the term of this Agreement. Franchisee acknowledges that Franchisor cannot estimate the costs of future maintenance, enhancements, modifications, and replacements to the communication and information system or other items and that such maintenance, enhancements, modifications, and replacements required by Franchisor may involve additional investment by Franchisee during the term of this Agreement. Franchisee shall at all times ensure that its copy of the Operating Manual is kept secure, current, and up to date, and in the event of any dispute as to the contents of the Operating Manual, the terms of the master copy of the Operating Manual maintained by Franchisor at Franchisor's home office shall be controlling. Upon Franchisor's request, Franchisee will cooperate in the efficient return of all Operating Manuals that have been identified by the Franchisor as obsolete.

F. **Use of and Improvements to the Method**

In order to assure maximum uniformity of quality and service in all treatments provided by all Spray Foam Genie employees and staff, Franchisee agrees to follow the procedures prescribed by Spray Foam Genie methods strictly. As Franchisor develops or learns of improvements, enhancements, or innovations in the procedures and techniques embodied in the Spray Foam Genie Method, Franchisor will disseminate such information to all franchisees of the system and authorize their use in the Franchised Business. In return and in consideration, therefore, Franchisee agrees that any idea or suggested innovation or variation that may tend to enhance or improve the Spray Foam Genie Method that Franchisee develops, discovers, or otherwise becomes aware of during the term of this Agreement shall be submitted to Franchisor for its evaluation for adoption and use, and Franchisee agrees that all proprietary rights to such ideas, innovations, improvements, enhancements, or variations created or acquired by Franchisee or any of its employees shall belong exclusively to Franchisor and may be made available to all Spray Foam Genie franchisees.

G. Remedies

Franchisee acknowledges that any failure to comply with this Section will cause Franchisor irreparable injury, and Franchisee consents to the issuance of and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, specific performance of, or any injunction against a violation of, the requirements of this Section.

H. Preservation of Confidentiality

Franchisee shall require Franchisee's Principals directors, officers, and managers, at the time of the commencement of their association with Franchisee, to execute confidentiality agreements, in a form approved by Franchisor, requiring that all information is proprietary or confidential hereunder that may be acquired by or imparted to such persons in connection with their association with Franchisee be held in strict confidence and used solely for the benefit of Franchisee and Franchisor, at all times during their association with Franchisee and thereafter. Such covenants shall include specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce the same.

XIV. ADVERTISING

A. Advertising

Recognizing the value of advertising and the importance of consistency of advertising and promotion to the furtherance of the goodwill and public image of the System, the parties agree that Franchisor shall conduct, determine, maintain, and administer all general, national, and/or regional advertising funds that are or may hereafter be established pursuant to this Section, and shall have sole discretion over the concepts, materials, media, type, nature, scope, frequency, place, form, copy, layout, and content of all general, national, regional, and local advertising.

B. Brand Development Fund

Franchisor has established and administers a Brand Fund for the common benefit of System franchisees. Franchisee shall pay to Franchisor the Brand Development Fund Contribution as detailed in Section III(C) hereof, as Franchisor may establish for advertising for the System. The Brand Development Fund shall be maintained and administered by Franchisor as follows*:*

1. Franchisee agrees and acknowledges that the Brand Development Fund is intended to maximize general public recognition and acceptance of the Marks for the benefit of all franchisees within the System. Franchisor has the sole right to determine contributions and expenditures from the Brand Development Fund, or any other advertising program, and sole authority to determine, without limitation, the selection of the advertising materials and programs, provided, however, Franchisor will make a good faith effort to expend the Brand Development Fund in the general best interests of the System on a national or regional basis. Franchisor may use the Brand Development Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including: the cost of preparing and producing internet, television, radio, magazine and newspaper advertising campaigns; the cost of direct mail and outdoor billboard advertising; the cost of soliciting Special Accounts; the cost of public relations activities and advertising agencies; the cost of developing and maintaining an Internet website; personnel and other departmental costs for advertising that Franchisor internally administers or prepares; and the costs of building partnerships with national or regional brands. Nevertheless, Franchisee acknowledges that not all System franchisees will benefit directly or on a pro or within a region, as the case may be, and that Franchisor is not obligated in administering the Brand Development Fund Contribution to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's Brand Development Fund Contribution or to ensure that any particular franchise benefits directly or pro-rata from the placement of advertising. The Brand Development Fund will not be used for purposes primarily involving franchise sales; however, Franchisor reserves the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Development Fund contributions.

2. Franchisor may (but is not obligated to), for each of its company-owned or affiliate owned locations (if any), make Brand Development Fund Contributions to the Brand Development Fund on the same basis as assessments required of comparable franchisees within the System.

3. Franchisee shall contribute to the Brand Development Fund by separate transaction made payable to the Spray Foam Genie Brand Development Fund or such other designation as Franchisor may from time to time prescribe. All sums paid by Franchisee to the Brand Development Fund shall be

maintained in an account separate from the other money of Franchisor. Such sums shall not be used to defray any of Franchisor's operating expenses, except for such reasonable salaries, overhead, and administrative, accounting, legal (including, without limitation, the defense of any claims against Franchisor and/or Franchisor's designee regarding the management of the Brand Development Fund) and other costs, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Brand Development Fund or advertising programs for franchisees and the System, including the costs of enforcing the payment of Brand Development Fund Contributions required under this Agreement and the costs of preparing a statement of operations. The Brand Development Fund Contribution and its earnings shall not otherwise insure the benefit of Franchisor.

4. Franchisee acknowledges and agrees that Franchisor reserves the right to have the Brand Development Fund borrow from Franchisor or an affiliate to cover deficits or invest any surplus for future use. Franchisor will keep records of any such borrowing described in this Section.

5. Franchisee agrees that Franchisor (and any designee of Franchisor) shall not have any direct or indirect liability or obligation to Franchisee, the Brand Development Fund, or otherwise with respect to the management, maintenance, direction, administration, or otherwise of the Brand Development Fund. Franchisee further agrees that Franchisor shall not be liable for any act or omission, whether with respect to the Brand Development Fund or otherwise, which is consistent with this Agreement or other information provided to Franchisee, or which is done in subjective good faith. Franchisee and Franchisor, each having a mutual interest and agreeing on the critical practical business importance of his or her relationship being governed solely by written instruments signed by the parties to be bound (and not having either party subject to the uncertainty inherent in the application of legal or other concepts not expressly agreed to in writing by both parties), agree that their rights and obligations with respect to the Brand Development Fund and all related matters are governed solely by this Agreement and that neither this Agreement nor the Brand Development Fund are in the nature of a "trust," "fiduciary relationship" or similar special arrangement, but is only an ordinary commercial relationship between independent businesspersons for their independent economic benefit.

6. Any Brand Development Fund contributions which are not spent by Franchisor in the calendar year in which they were contributed will be carried over for use by the Brand Development Fund in subsequent year(s). Upon written request, Franchisor will prepare and make available an annual, unaudited statement of contributions and expenditures for the Brand Development Fund within one hundred twenty (120) days of the end of the fiscal year.

7. Although Franchisor intends the Brand Development Fund to be of perpetual duration, Franchisor maintains the right to terminate any Fund. No Fund shall be terminated, however, until all money in the Fund has been expended for advertising and/or promotional purposes or returned to contributors on the basis of their respective Brand Development Fund Contributions.

C. Franchise Advisory Council

Franchisee shall participate, at Franchisee's sole expense, in local, regional, and national franchise advisory committees or councils if established or sanctioned by Franchisor. The Council shall serve in an advisory capacity only and will not have the authority to establish or modify our policies or to direct or

control the uses of our Marketing. Franchisor shall have the power to determine membership, the election of Council Officers, and to change or dissolve the Franchise Advisory Committees.

D. Advertising Materials

In addition to any other advertising requirements described in this Agreement, Franchisee shall obtain and maintain an adequate supply of brochures, pamphlets, and special promotional materials of such kind and size as Franchisor may reasonably require from time to time in the Operating Manual or otherwise in writing.

E. Delegation of Franchisor's Duties

Franchisor shall have the right to delegate and re-delegate its responsibilities and duties under this Agreement to any designee(s) of its choosing, provided, however, that the right of final approval of all advertising programs shall be retained at all times by Franchisor.

F. Web Site

Franchisee must have and maintain adequate hardware and software in order to access the Internet at the bit speed Franchisor requires from time to time. Franchisee is prohibited, however, from establishing any website or other presence on the Internet, except as provided herein. In connection with any Website, Franchisee agrees to the following:

1. Franchisor shall have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Marks, any or all of the Permitted Products and Services, Spray Foam Genie Franchised Business, the franchising of Spray Foam Genie Franchised Business, and/or the System. Franchisor shall have the sole right to control all aspects of the Website, including, but not limited to, its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage. Franchisor shall also have the right to discontinue the operation of the Website.

2. Franchisee shall not establish a separate Website or Social Media account or page without Franchisor's prior written approval.

3. Franchisor shall have the right, but not the obligation, to designate one or more web pages to describe Franchisee, the Franchise, or the Franchised Business, with such web pages to be located within Franchisor's Web site. Franchisee shall comply with Franchisor's policies with respect to the creation, maintenance, and content of any such web pages, and Franchisor shall have the right to limit and discontinue the content and operation of such a Website and web pages.

4. Franchisor shall have the right to modify the provisions of this Section relating to Web sites as Franchisor shall solely determine if it is necessary or appropriate for the best interests of the System.

G. Approval of Advertising

All advertising by Franchisee in any medium shall be conducted in a dignified manner, shall be completely accurate and truthful, shall conform to all applicable laws and regulations relating to consumer advertising and to such standards and requirements as Franchisor may specify from time to time in writing, and shall

give notice that the Franchised Business is independently owned and operated. Franchisee shall submit to Franchisor, for Franchisor's prior approval (except with respect to prices to be charged), samples of all advertising and promotional plans and materials (including, but not limited to, signs and vehicles), and all other materials displaying the Marks that Franchisee desires to use and that have not been prepared or previously approved by Franchisor. Unless Franchisee receives a written objection thereto from Franchisor within fifteen (15) days after the date Franchisor received such plans and materials, Franchisor shall be deemed to have not given the required approval. Franchisee shall display the Marks in the manner prescribed by Franchisor on all signs and all other advertising and promotional materials used in connection with the Franchised Business.

H. Copyright to Advertising

Franchisee acknowledges and agrees that any and all copyrights in and for advertising and promotional materials developed by or on behalf of Franchisee which bear the Marks shall be the sole property of Franchisor, and Franchisee agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give effect to this provision. Any advertising, marketing, promotional, public relations, or sales concepts, plans, programs, activities, or materials proposed or developed by Franchisee for the Franchised Business or the System and approved by Franchisor may be used by Franchisor and other franchisees of Franchisor without any compensation to Franchisee.

I. Regional Advertising

Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor requests to become a member of the cooperative according to the terms of the documents. If Franchisor establishes a regional cooperative, Franchisee agrees to contribute amounts Franchisor requires, in addition to required local advertising expenditures and Brand Development Fund Contributions.

J. Local Digital Advertising

Franchisee shall conduct advertising, promotion, and public relations within the local area to be serviced by the Franchised Business (Local Advertising). Franchisee is required to spend at least two thousand dollars ($2,000) per month for the first vehicle and trailer rig operated by the Franchised Business, plus an additional 1,000 per month for each additional vehicle and trailer rig operated by the Franchised Business, for Local Advertising to generate public interest and awareness of the Franchised Business and to adequately penetrate the market for Franchisee's products and services within Franchisee's trading area, including SEO costs, digital advertisements, social media marketing, Google My Business and other digital channels. Upon request, Franchisee shall submit proof of local advertising spend to franchisor by the 5th day following the end of each fiscal quarter. Franchisor reserves the right to require Franchisee to direct some or all of its Local Advertising expenditure to marketing vendor(s) Franchisor designates (which may be Franchisor or its affiliates) who will implement Local Advertising on Franchisee's behalf.

K. Grand Opening

Franchisee acknowledges and agrees that Franchisee is required to spend at least two thousand dollar ($2,000) on grand opening advertising before opening the Franchised Business and/or during the first

three months of operation. Franchisee may choose to spend more. Factors that may affect Franchisee's decision on the actual amount to spend include local media cost, the location of the Franchised Business, and customer demographics in the surrounding area. Franchisor reserves the right to require Franchisee to direct some or all of your grand opening advertising expenditure to marketing vendor(s) Franchisor designates (which may be Franchisor or its affiliates) who will implement grand opening campaign activities on Franchisee's behalf.

XV. TRANSFERABILITY OF INTEREST

A. Transfer by Franchisor

Franchisor shall have the right to transfer or assign all or any part of its rights and/or obligations herein to any person or legal entity, including a sub-franchisor specifically responsible for assisting Franchisee. Franchisee agrees to execute any forms that Franchisor may reasonably request to effectuate any transfer or assignment by Franchisor.

B. Transfer by Franchisee

Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and, if Franchisee is other than an individual, Franchisee's Principals, and that Franchisor has entered into this Agreement in reliance upon the business skills and financial capacity of Franchisee and if Franchisee is other than an individual, Franchisee's Principals. Accordingly, neither Franchisee, nor any Principal of Franchisee, nor any immediate or remote successor to any part of Franchisee's interest in the Franchise, shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest therein or in Franchisee without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor, shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without the opportunity to cure. Franchisor shall not unreasonably withhold its consent to a transfer of any interest in Franchisee or in this Franchise; provided, however, that prior to the transfer, Franchisor may, in its sole discretion, require that:

1. All of Franchisee's accrued monetary obligations to Franchisor and all other outstanding obligations related to the Franchised Business shall have been satisfied.

2. The transferor's right to receive compensation pursuant to any agreement for the purchase of any interest in Franchisee or in the Franchised Business shall be subordinated and secondary to Franchisor's rights to receive any outstanding monetary obligations or other outstanding obligations due from the transferor or Franchisee pursuant to this Agreement, whether arising before or after the transfer.

3. Unless prohibited by the laws of the state in which Franchisee is located, Franchisee and, if Franchisee is other than an individual, Franchisee's Principals shall have executed a general release in a form satisfactory to Franchisor, effective as of the date of transfer, of any and all claims against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, shareholders, partners,

members, agents, and employees, in their corporate and individual capacities, including, without limitation, claims to arise under federal, state and local laws, rules and ordinances.

4. The transferee franchisee shall enter into a written assumption, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement prior to and after the date of the assumption.

5. The transferee franchisee shall demonstrate to Franchisor's satisfaction that it meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise) and has adequate financial resources and capital to operate the Franchised Business.

6. The transferee franchisee shall execute Franchisor's then-current form of the franchise agreement and such other ancillary agreements as Franchisor may require for a term ending on the expiration date of this Agreement and with such renewal term(s) as provided in the then-current Franchise Agreement.

7. At the transferee franchisee's expense, and upon such other terms and conditions as Franchisor may reasonably require, the transferee Franchisee, its Designated Manager, and other persons that are normal and customary required to attend training must satisfactorily complete Franchisor's training requirements then in effect for franchisees.

8. Any right of Franchisee to any payments from the transferee franchise resulting from the transfer shall be subordinate to any claim or right of Franchisor against the transferee franchisee subsequent to the effective date of the transfer, and Franchisee and the transferee Franchisee shall execute any and all instruments reasonably required by Franchisor to evidence such liability.

9. Transferee franchisee shall pay Franchisor a transfer fee of Ten Thousand Dollars ($10,000). No transfer fee will be required in the case of a transfer of Franchisee's interest under this Agreement to an entity formed solely for the convenience of ownership in accordance with the provisions of this Agreement.

10. Notwithstanding the provisions of Subsection above, neither Franchisee nor any Principal of Franchisee, nor any immediate or remote successor to any part of Franchisee's interest in the Franchised Business, shall pledge, mortgage, grant a security interest, or otherwise encumber any interest in this Agreement, in the franchise granted hereunder, or in Franchisee (whether or not in connection with an absolute transfer of an interest in the Franchised Business). Franchisor shall not be obliged to consent to any such transfer.

C. **Transfer to Controlled Entity**

In the event that Franchisee proposes to transfer all of its interest in the Franchised Business to an entity formed solely for the convenience of ownership, Franchisor's consent to such transfer may, in its sole discretion, be conditioned on the following requirements:

1. Franchisee shall own a controlling interest in the transferee entity;

2. The transferee entity shall be newly organized, and its charter, articles of organization,

bylaws, partnership agreement, or operating agreement shall provide that its activities are confined exclusively to operating the Franchised Business;

3. Franchisee, prior to the transfer, shall have provided Franchisor with written information as to each Principal of the transferee entity, and the interest of each, and shall promptly notify Franchisor of any changes in any such information during the term of this Agreement;

4. The transferee entity shall designate a Designated Manager in compliance with this Agreement;

5. All Principals of the transferee entity shall enter into an agreement, in a form satisfactory to Franchisor, unconditionally guaranteeing the full payment and performance of the transferee entity's obligations to Franchisor;

6. Each ownership certificate of the transferee entity, if any, shall have conspicuously endorsed upon its face the following legend:

> "*The transfer, sale or pledge of these shares is subject to the terms and conditions of a Franchise Agreement with Spray Foam Genie International, LLC dated _____.*"

7. Copies of the transferee entity's articles of incorporation or organization, bylaws, partnership agreement, operating agreement, and other governing documents, including the resolutions of the Principals or Board of Directors authorizing the execution of this Agreement, shall be furnished to Franchisor for its approval; and

8. The transferee entity's name shall not consist of or contain the Marks or any colorable variation thereof or any other mark in which Franchisor has or claims a proprietary interest.

D. **Franchisor's Right of First Refusal**

If Franchisee or its Principals shall at any time decide to sell, transfer or assign any right or interest under this Agreement and/or the franchise granted pursuant hereto, Franchisee or its Principals shall first obtain a bona fide, executed, written offer from a responsible and fully disclosed purchaser and shall submit an exact copy thereof to Franchisor. For a period of thirty (30) days after the date of delivery of such offer to Franchisor, Franchisor shall have the right, exercisable by written notice to Franchisee or any of its officers, to purchase such rights or interests for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute equivalent cash for any form of payment proposed in such offer. Any purchase by Franchisor must be completed within ninety (90) days after Franchisee's receipt of Franchisor's written notice of its intent to purchase. If Franchisor does not exercise its right of first refusal, Franchisee or its Principals may complete the sale of such interest to the bona fide purchaser, subject to Franchisor's approval of the purchaser as provided herein; provided, however, that if the sale to such purchaser is not completed within one hundred twenty (120) days after the delivery of the offer to Franchisor, Franchisor shall again have the right of the first refusal herein provided.

E. **The Right of Franchisee's Heirs upon Death or Disability of Franchisee**

A transfer to the heirs, surviving spouse, or personal or other legal representatives of Franchisee (collectively, Involuntary Transferees) upon the death or legal disability of Franchisee shall not be subject to Franchisor's right of first refusal above or right to terminate for failure to obtain written approval for

Transfer as provided herein, so long as the Involuntary Transferees (i) satisfy Franchisor that they are qualified to act as a franchisee, and (ii) perform all other applicable acts required of a Transferee and Transferor as prescribed this Agreement. Such transfer shall be made within one hundred eighty (180) days after the death or disability of Franchisee, or Franchisor, at its option, may terminate this Agreement, whereupon all rights granted to Franchisee hereunder shall revert to Franchisor. Any subsequent sale or other transfer by any Involuntary Transferee shall be subject to Franchisor's right of written approval set forth in this Section in this Agreement and to Franchisor's right of first refusal set forth above. Transfer to Involuntary Transferees shall not require the payment of the transfer fee required by this Agreement. Actual legal costs incurred by Franchisor to approve and affect the transfer will be charged, however.

XVI. TERMINATION

A. **Automatic Termination**

This Agreement shall automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

1. Franchisee or any of its Principals is declared bankrupt or insolvent, is the debtor in a voluntary or involuntary bankruptcy proceeding under the U.S. Bankruptcy Code (this provision may not be enforceable under federal bankruptcy law).

2. A receiver is appointed for Franchisee or for any part of its property, or Franchisee makes any assignment for the benefit of its creditors, if not dismissed within fifteen (15) days.

B. **Termination upon Notice.**

We have the right to terminate this Agreement upon notice and without providing you with an opportunity to cure for any of the following breaches or defaults:

1. If Franchisee or any of its principals are convicted of or plead guilty or no contest to a felony or take part in any criminal misconduct relevant to the operation of the Franchised Business.

2. Franchisee fails to timely (i) locate and secure a Site as so required by this Agreement, or (ii) open Franchisee fails to satisfy all of the training obligations herein.

3. Franchisee fails to pay when due any sum required to be paid by Franchisee under this Agreement or any other agreement or instrument between Franchisor and fails to cure any such default within (15) days after its receipt of a written notice of default from Franchisor.

4. Franchisee is late for more than ten (10) days on any payment due and owing to a Spray Foam Genie approved or designated vendor or supplier.

5. Franchisee fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, Royalty Fees or other fees and payments when due to Franchisor or any Affiliate of Franchisor, or commits three (3) defaults or more under this agreement or any other agreement with Franchisor or any Affiliate of Franchisor, whether or not such defaults or such failure to pay or submit information is corrected after notice thereof is delivered to Franchisee.

6. Franchisee (or an affiliate of Franchisee) defaults under any other agreement between

Franchisor (or an affiliate or Franchisor) such that Franchisor or its Affiliate as the case may be, has the right to terminate the said agreement or said agreement automatically terminates.

7. After thirty (30) days' notice, Franchise fails to meet the Trailer Rig Development Schedule for six (6) consecutive months.

8. Franchisee fails to operate the Franchised Business in full compliance with the terms of this Agreement, the Operating Manual, or the System Standards.

9. Franchisee fails to operate the Franchised Business for more than two (2) consecutive days that the Franchised Business is required or is customarily open in the ordinary course of business or otherwise abandons the Franchised Business.

10. Franchisee provides, offers, or sells products or services other than those who are Permitted Products and Services and/or Franchisee fails to provide, offer, or sell any one, some, or all of the Permitted Products and Services.

11. Franchisee provides offers or sells any Permitted Products and Services at or from a location that is within the franchise territory of another Spray Foam Genie franchise (except as expressly stated this Agreement, the Operating Manual, or any other written agreement between Franchisor and Franchisee), or otherwise infringes upon rights granted by Franchisor under franchise agreements with other franchisees of Franchisor.

12. Franchisee fails to achieve or exceed System Standards in two (2) inspections in any twenty-four (24) month period.

13. Franchisee loses the right to possession of the Site upon which the Franchised Business is located, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located unless such default results from circumstances beyond the control of Franchisee and does not arise from any action taken or failure to act by Franchisee or Franchisee's failure to cure or correct the circumstances that led to such default (provided, however, that if through no fault of Franchisee, the Site is damaged or destroyed by an event such that repairs or reconstruction cannot be completed within ninety (90) days thereafter, or if the Site is acquired pursuant to a government taking of property, then Franchisee shall have thirty (30) days after such event in which to apply for Franchisor's approval to relocate the Franchised Business or reconstruct the Franchised Business, which approval shall not be unreasonably withheld).

14. Franchisee fails, for a period of ten (10) days after receipt of notification of noncompliance, to comply with any federal, state, or local law or regulation applicable to the operation of the Franchised Business.

15. Franchisee makes any transfer or attempted transfer that fails to comply with this Agreement.

16. The Franchised Business is seized, taken over, or foreclosed by a government official in the exercise of his duties, or seized, taken over or foreclosed by a creditor, lienholder, or lessor; a final judgment against Franchisee remains unsatisfied for thirty (30) days (unless a supersedeas or other appeal bond has been filed), or a levy of execution has been made upon the franchise granted by this Agreement or upon any property used in the Franchised Business that is not discharged within five (5) days of such

levy.

17. Franchisee or any Principal violates the restrictive covenants of the confidentiality, solicitation, competition as set forth in this agreement or otherwise directly or indirectly uses or discloses Confidentiality Information to or for the benefit of it, his/her, or benefit of another or publishes causes to be published Confidential Information without the expressed written consent of Franchisor.

18. Any conduct or activity by Franchisee or any Principal, director, or officer of Franchisee that Franchisor believes is reasonably likely to have an adverse effect or reflect unfavorably on the Franchised Business, Franchisor, the System, the Marks, or the goodwill associated therewith, including, but not limited to, any criminal misconduct for which Franchisee or any Principal, director, or officer of Franchisee is convicted.

19. Franchisee knowingly maintains false books or records, or knowingly submits any false reports (including, but not limited to, the information provided as part of Franchisee's application for this franchise) to Franchisor, or understates its Gross Revenues reported to Franchisor by more than five percent (5%) and any given one hundred and eighty (180) day period.

20. Unless otherwise caused due to vendor delays or issues, if Franchisee fails to maintain sufficient levels of inventory to meet consumer demand.

21. Any threat or danger to public health or safety resulting from the construction, maintenance, or operation of the Franchised Business, and Franchisee has not immediately commenced actions to cure the problem or has not promptly cured or corrected the problem or activity that gave rise to the threat or danger.

22. Franchisee fails to perform or breaches any other provision of this Agreement or of any other agreement or instrument between Franchisor and Franchisee and fails to cure any such breach within thirty (30) days from notice of the breach.

C. **Liability for Default**

If Franchisee fails to cure any default within the applicable time period set forth in this Section, Franchisee shall pay all damages, costs, and expenses incurred by Franchisor as a result of any such default, including, but not limited to, reasonable attorney and accounting fees. This provision shall apply regardless of whether or not Franchisor exercises its right to terminate this Agreement or initiate legal proceeding against Franchisee.

D. **Franchisor's Step-In Rights**

The parties herein want to prevent any operation or interruption of the Franchised Business that would cause harm to the Franchised Business and to the System and lessen their value. Therefore, Franchisee authorizes Franchisor to step in to operate the Franchised Business for as long as Franchisor believes necessary and practical in Franchisor's exclusive judgment. Franchisor may do so without waiving any other rights or remedies that Franchisor may have.

Cause for stepping-in may include Franchisor's determination that: Franchisee is incapable of operating the Franchised Business; Franchisee is absent or incapacitated because of illness or death; Franchisee has failed to pay when due any real property, equipment rent or lease payments, suppliers, or inventory

payments; Franchisee has failed to pay to Franchisor when due any franchise, royalty, advertising, or other fees; Franchisee has failed to pay when due any taxes or assessments against the Franchised Business or property used in the Franchised Business; Franchisee has failed to pay when due any liens or encumbrances placed upon or against Franchised Business property; Franchised Business activities are having a negative impact on the value of System or Franchisor decides that significant operational problems require Franchisor to operate the Franchised Business for a time.

All Revenue from Franchisor's operation of the Franchised Business will be for Franchisee's exclusive account. Franchisor will pay from that Revenue all expenses, debts, and liabilities Franchisor incur during Franchisor's operation of the Franchised Business. This will include Franchisor's personnel and administrative and travel costs, plus fifteen percent (15%) of that Gross Revenue to cover Franchisor overhead expenses. In addition, Franchisor will have the option, but not the obligation, to pay for Franchisee any claims owed by Franchisee to any creditor or employee of the Franchised Business. Franchisee will reimburse Franchisor upon demand, including at the rate set forth above for overdue amounts.

Our exercise of these Step-In Rights, Franchisee agrees to hold Franchisor harmless for all acts, omissions, damages, or liabilities arising during Franchisor's operation of the Franchised Business. Our operation of the Franchised Business will not operate as an assignment to Franchisor of any lease or sublease of Franchised Business property. Franchisor will have no responsibility for payment of any rent or other charges owing on any lease for Franchisee property, except as the charges relate to the period of Franchisor's operation of the Franchised Business. You agree to pay Franchisor's legal and accounting fees and costs Franchisor incurs because of Franchisor's exercise of these Step-In Rights.

XVII. OBLIGATIONS UPON TERMINATION

Upon the termination or expiration of this Agreement, for any reason, Franchisee shall forthwith:

1. Cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

2. Immediately and permanently cease to use, by advertising or in any manner whatsoever, any equipment, materials, confidential methods, procedures, or techniques associated with the System or that display the Marks, or any other distinctive forms, slogans, signs, symbols, or devices associated with or belonging to Franchisor.

3. Make such modifications or alterations to the Site of the Franchised Business, including the improvements thereon, as may be necessary or requested by Franchisor (including, but not limited to, changing the telephone number) to prevent the operation of any business on the Site upon which the Franchised Business is located that might be deemed substantially similar to that of the Franchised Business or any other franchisee of Franchisor. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor shall have the right to enter the Site, without being guilty of trespass or any other tort or crime, for the purposes of making or causing to be made such changes as may be required, at the expense of Franchisee.

4. Turnover to Franchisor the Operating Manual, records, customer and other files, instructions, correspondence, and software provided and/or licensed by Franchisor, including, without limitation, brochures, agreements, disclosure statements, and any materials relating to the business

operated hereunder, which may be in Franchisee's possession, together with all copies thereof (all of which Franchisee acknowledges to be Franchisor's sole property).

5. At the option of Franchisor, assign to Franchisor or Franchisor's designee all of Franchisee's rights, title and interest in and to any and all (i) telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages and other business listings, and (ii) Web Sites, web pages, listings, banners, URLs, advertisements, or any other services and links related to the Franchised Business or the use of Franchisor's trademarks, service marks or other logos, on or with the internet, World Wide Web, internet service providers, electronic mail services, communication providers, search engines or other similar services.

6. At the option of Franchisor (to be exercised within thirty (30) days after termination), sell to Franchisor any or all of the furnishings, equipment, signs, fixtures, supplies, or inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's depreciated book value.

7. Take such action as may be necessary to cancel any assumed name or equivalent registration that contains the mark Spray Foam Genie or any of the other Marks, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within fifteen (15) days after termination or expiration of this Agreement.

8. Immediately pay all sums due and owing to Franchisor, including, but not limited to, any unpaid Royalty Fees and other fees and monies.

9. Obtain and maintain in effect all coverage for the professional liability or errors and omissions insurance and general liability insurance by this Agreement, to extend the period in which claims may be made for a period of time not less than the applicable statute of limitations in the jurisdiction in which the Franchised Business is located.

10. Franchisee does hereby irrevocably constitute and appoint Franchisor as the true and lawful attorney-in-fact and agent for Franchisee to carry out Franchisee's obligations under this Section. Franchisee agrees to promptly execute, acknowledge, and deliver to Franchisor any and all such documents as may be required to carry out Franchisee's obligations hereunder. The provisions of this Section shall survive the expiration, termination, or cancellation of this Agreement.

XVIII. COVENANTS OF FRANCHISEE

A. Management of Franchise

Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, the Franchised Business shall at all times be under the direct supervision of Franchisee or the Designated Manager who shall devote his/her full time, energy, and best efforts to the management and operation of the Franchised Business.

B. Covenants during Term of Franchise Agreement

Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the design, development, and operation of the Franchised Business, procedures and techniques of the Spray Foam Genie Method, and sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved

in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with, any person, persons, partnership, or corporation:

1. divert or attempt to divert any business or client of the Franchised Business or of any other franchisee of Franchisor to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

2. own, maintain, engage in, or have any interest in any business offering spray foam installation, or any other products or services that are offered in the Franchised Business ("Competitive Business"), unless otherwise consented to in writing by Franchisor.

C. **Covenants after Termination of Franchise Agreement**

Franchisee further covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, directly or indirectly, for itself or through, on behalf of, or in conjunction with any person, persons, partnership or corporation:

1. for a continuous and uninterrupted period commencing upon the expiration, termination or transfer of this Agreement (regardless of the cause) and continuing for two (2) years thereafter, own, maintain, operate, engage in, or have any interest in any Competitive Business, or any other services that had been offered by the Franchised Business (i) at the Site; (ii) within the Territory; or (iii) within a twenty five (25) mile radius of (a) the Territory being granted hereunder or (b) any other Territory licensed by Franchisor as of the date of expiration or termination of this Agreement

2. for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, directly or indirectly solicit or perform services for any person who was a client of the Franchised Business at any time during the term of this Agreement.

3. Enter into any business competing in whole or in part with Franchisor in granting franchises or licenses for businesses that offer offering spray foam installation, or any other products or services that are offered in the Franchised Business at the time this Agreement is terminated or otherwise not renewed;

4. Franchisee and Franchisor agree that the covenants contained in this Section shall survive the expiration, termination, or cancellation of this Agreement.

D. **Exclusion for Publicly Traded Company**

This Section shall not apply to the beneficial ownership by Franchisee of less than five percent (5%) of the outstanding equity securities of any corporation that is registered under the Securities and Exchange Act of 1934.

E. **Independent Covenants; Severability**

The parties agree that each of the covenants in this Section shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final

decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this Section.

F. **Reduction of Covenants by Franchisor**

Franchisee understands and acknowledges that 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 Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions hereof.

G. **Claims Against Franchisor No Defense**

Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

H. **Injunctive Relief**

Franchisee acknowledges that its violation of the terms of this Section would result in irreparable injury to Franchisor for which no adequate remedy at law may be available; and Franchisee accordingly consents to the issuance of and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section.

I. **Execution of Covenants by Key Personnel**

At the request of Franchisor, Franchisee shall provide Franchisor with executed Restrictive Covenant Agreements, containing covenants similar in substance to those set forth in this Section (including covenants applicable upon the termination of a person's relationship with Franchisee), from each manager, officer, director, and Principal of Franchisee. With respect to each person who becomes associated with Franchisee in one of the capacities enumerated above subsequent to the execution of this Agreement, Franchisee shall require and obtain such covenants from them and promptly provide Franchisor with executed copies thereof. In no event shall any person enumerated above be granted access to any confidential aspect of the System or the Franchised Business prior to their execution of such a covenant. All covenants required by this Section shall be in a form satisfactory to Franchisor, including, without limitation, the specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them. The failure by Franchisee to obtain the execution of the covenants required by this Section and provide the same to Franchisor shall constitute a material breach of this Agreement.

XIX. DISPUTE RESOLUTION

A. **Injunctive Relief**

Nothing contained in this Agreement will prevent Franchisor from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests, without bond, in accordance with the rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted,

Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

B. **Internal Dispute Resolution.**

Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's management, after providing notice as set forth in Article XXII.F below. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

C. **Mediation**.

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

1. The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 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 Proprietary Marks, the System, or in any Confidential Information;

b. Any claims pertaining to or arising out of any warranty issue;

c. Any of the restrictive covenants contained in this Agreement;

d. Any of Franchisee's payment obligations that are more than forty-five (45) days past due; or

e. Any claims arising out of or related to fraud or misrepresentation by Franchisee, or Franchisee's insolvency.

D. **Selection of Venue**. Nothing contained in this Agreement shall prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests. The parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in Wayne County, Michigan and the jurisdiction and venue of the United States District Court for the Eastern District of Michigan. Franchisee acknowledges that this Agreement has been entered into in the State of Michigan, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Livonia, Michigan including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Michigan as set forth in this Section. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between Franchisor, its guarantors, and Franchisor or its affiliates or employees may not be consolidated with any other proceeding between Franchisor and any other person or entity.

E. **Choice of Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan (without reference to its conflict of laws principles).

F. **Cumulative Rights and Remedies**

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be in addition to every other right or remedy. Nothing herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that shall cause it loss or damages, including obtaining restraining orders, preliminary and permanent injunctions.

Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section shall be construed to prevent Franchisor from claiming and obtaining punitive or consequential damages, including lost future royalties for the balance of the term of this Agreement.

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

G. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, members, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the

mediation provision set forth in this Article each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Franchisee.

H. **Prior Notice of Claims.**

As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

I. **No Right to Offset**.

Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

J. **Limitations of Claims**

Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

K. **Waiver of Punitive Damages**.

Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any indirect, special, consequential, incidental, punitive, exemplary, or treble damages, and other forms of multiple damages, against Franchisor or its affiliates, including without limitation, any economic loss, property damage, physical injury, or lost profits arising out of this Agreement, Franchisee's use of the Marks or other elements of the System, regardless of whether arising under breach of contract, warranty, tort, strict liability or any other legal or equitable theory or claim, even if such loss or damage could have been reasonably foreseen. Further, Franchisee agrees that, except to the extent provided to the contrary in this Agreement, in the event of a dispute between the Parties, Franchisee will be limited to the recovery of any actual damages sustained by Franchisee. **THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY**.

XX. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. Franchisee is an independent contractor responsible for full control over the internal management and daily operation of the Franchised Business, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. Franchisee must not act or represent itself as our agent, partner, employee, or joint venture partner, directly or by implication. Franchisee must not incur any obligation on Franchisor's behalf or in Franchisor's name. All of Franchisee's stationery, business cards and contractual agreements entered must contain Franchisee's corporate name and designate that Franchisee operates the Franchised Business as an independently owned and operated franchised business. Nothing in this Agreement authorizes Franchisee to make any contract, agreement,

warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name and Franchisor will not, in any event, assume liability for, or be deemed liable hereunder as a result of, any such action, nor will Franchisor be liable by reason of any of Franchisee's acts or omissions in the operation of the Franchised Business or for any claim or judgment arising therefrom against Franchisor. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractor, nor vice versa. Franchisee further acknowledge that Franchisor has no responsibility to ensure that the Franchised Business is developed and operated in compliance with all applicable laws, ordinances, and regulations, and that Franchisor shall have no liability in the event the development or operation of the Franchised Business violates any law, ordinance or regulation.

B. Franchisee and Franchisee's principals agree to indemnify, defend and hold Franchisor, Franchisor's affiliates and their respective shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless against and to reimburse them for all claims, obligations, liabilities and damages ("Claims"), including any and all taxes, directly or indirectly arising out of, in whole or in part: (i) the operation of the Franchised Business, including the use, condition, or construction, equipping, maintenance or operation of the Franchised Business and Franchisee's advertising, and the sale and installation of all Permitted Products and Services by Franchisee, its employees or subcontractors and all warranty claims; (ii) the unauthorized use of the Marks and other Proprietary Material; (iii) the transfer of any interest in this Agreement or the Franchised Business in any manner not in accordance with this Agreement; (iv) the infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of Franchisee's principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; or (v) libel, slander or any other form of defamation of Franchisor, the System or any franchisee or developer operating under the System, by Franchisee or by any of Franchisee's principals. For purposes of this indemnification, "Claims" shall mean and include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys', attorney assistants' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not such claims exceed the amount of insurance coverage available through Franchisee to Franchisor. Franchisor shall have the right to defend any such claim against it in such manner as Franchisor deems appropriate or desirable in Franchisor's sole discretion. Such an undertaking by Franchisor shall, in no manner or form, diminish Franchisee's and each of Franchisee's principals' obligations to indemnify the Indemnities and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

XXI. MISCELLANEOUS

A. **Nature of Agreement**

This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior agreements between such parties except those disclosures which are included in the Franchisor's now current Franchise Disclosure Document. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement may not be modified or amended except by a written instrument signed by each of the parties hereto, expressing such amendment or modification. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

B. **Benefit**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement shall not be assigned by Franchisee without the prior written consent of Franchisor.

C. **Construction**

The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Franchisee, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to Franchisee's "immediate family" means Franchisee's spouse, parents, children and siblings and Franchisee's spouse's parents, children, and siblings. Reference to Franchisee's "principals" means Franchisee's partners, officers, directors, shareholders, members, and managers, as applicable. References to "Franchisor" and "Franchisee" include the party's successors, assigns or transferees. The parties have had a reasonable opportunity to review this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the provisions of this Agreement**.**

D**. Headings**

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Agreement.

E. Notices

All payments shall be made to, and all notices, requests, demands and other communications hereunder shall be deemed to have been duly received by, the person to whom addressed when personally delivered or forty-eight (48) hours after deposit in the United States mail, postage prepaid, via express overnight courier such as FedEx or UPS; addressed:

in the case of Franchisor:
Spray Foam Genie International, LLC
119500 Victor Parkway, Livonia MI 48152
or to such other persons or address as Franchisor may from time to time furnish to Franchisee;

in the case of Franchisee: _____ at the address is:
_____
_____

F. **Severability**

In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), shall be held, by the final judgment of a court of competent jurisdiction after appeal

or the time for appeal has expired, to be invalid, unenforceable or in violation of any federal, state or local law, regulation or ordinance applicable to this Agreement, such invalidity shall be limited to such specific provision or portion thereof (or to such situation), and this Agreement shall be construed and applied in such manner as to minimize such invalidity. All other provisions of this Agreement shall otherwise remain in full force and effect.

G. **Attorneys' Fees**

If Franchisee is in breach of any monetary or non-monetary material obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or its affiliates, and Franchisor engages an attorney to enforce its rights (whether or not formal judicial proceedings are initiated), Franchisee must pay all of Franchisor's reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover its reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

H. **Survival of Covenants**

All provisions of this Agreement which, by their terms, are intended to survive the termination or expiration of this Agreement (such as, by way of illustration and not limitation, the provisions relating to confidential information, indemnification, post-termination competition, and the Marks), and all provisions hereof necessary to enforce and interpret such provisions (such as, by way of illustration and not limitation, the provisions relating to dispute resolution and injunctive relief), shall survive the termination, expiration or cancellation of this Agreement or the franchise granted hereunder.

I. **Counterparts.**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

J. **Consent to Do Business Electronically**

The parties hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Michigan, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement and its addenda, and by attaching their signature electronically to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature as the respective party's signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized agents, as of the date first written above.

FRANCHISOR: SPRAY FOAM GENIE INTERNATIONAL, LLC	**FRANCHISEE:**
By:_____	**By:**_____
Title:_____	**Title:**_____
Date:_____	**Date:**_____
INDIVIDUAL FRANCHISEE:	**INDIVIDUAL FRANCHISEE:**
_____	_____
Signature	***Signature***
_____	_____
Print Name	**Print Name**
Date:_____	**Date:**_____

EXHIBIT 1. TO THE SPRAY FOAM GENIE FRANCHISE AGREEMENT

SITE AND TERRITORY

TO THE SPRAY FOAM GENIE FRANCHISE AGREEMENT

1. The Site for the Franchised Business shall be:

2. The Territory referenced in the Franchise Agreement shall consist of the following:

Trailer Rig Development Schedule (Section I(B). Franchisee agrees to establish and operate a total of _____ Spray Foam Genie Franchised Businesses trailer rigs within the Territory in accordance with the timetable set forth below.

The Cumulative Minimum Number of Spray Foam Genie Trailer Rigs to be operated in the Territory	Deadline from the Effective Date

Franchisor and Franchisee further agree that this Exhibit shall be attached to, incorporated in, and made a part of said Franchise Agreement between Franchisor and Franchisee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized agents, as of the date first written above.

FRANCHISOR: SPRAY FOAM GENIE INTERNATIONAL, LLC	**FRANCHISEE:**
By:_____	**By:**_____
Title:_____	**Title:**_____
Date:_____	**Date:**_____
INDIVIDUAL FRANCHISEE:	**INDIVIDUAL FRANCHISEE:**
_____	_____
Signature	***Signature***
_____	_____
Print Name	**Print Name**
Date:_____	**Date:**_____

EXHIBIT 2 TO THE SPRAY FOAM GENIE FRANCHISE AGREEMENT

PERSONAL GUARANTY

PERSONAL GUARANTY

IN CONSIDERATION for, and as an inducement for Spray Foam Genie International, LLC (**Franchisor**) to enter into a Spray Foam Genie franchise agreement and any powers of attorney and other instruments dated concurrently herewith (collectively the **Franchise Documents**) between Franchisor and the business entity identified below (**Franchisee**), the undersigned (**Guarantors**) hereby jointly and severally guarantee to Franchisor, and to Franchisor's successors and assigns: (a) the timely payment of all Royalty Fees, late fees, interest charges, and all other fees and charges provided for under the Franchise Agreement; and (b) the timely performance of all of the provisions of the Franchise Documents for and during the term thereof (including all renewals thereof, if any). Guarantors further specifically agree to be individually bound by all covenants, obligations, and commitments of Franchisee contained in each of the Franchise Documents to the same extent as if each of the Guarantors had individually executed the same as Franchisee.

Guarantors understand and agree that any modification of the Franchise Documents, including any addendum thereto, or waiver by Franchisor of the performance by Franchisee of its obligations thereunder, or the giving by Franchisor of any extension of time for the performance of any of the obligations of Franchisee thereunder, or any other forbearance on the part of Franchisor or any failure by Franchisor to enforce any of its rights under the Franchise Documents, including any addendum thereto, shall not in any way release Guarantors from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of Franchisee is so released, terminated, affected or diminished. Notice to Guarantors of any such modification, waiver, extension, or forbearance under the terms thereof is hereby waived.

Guarantors hereby waive any and all notice of default on the part of Franchisee; waive exhausting of recourse against Franchisee; and consent to any assignment of the Franchise Documents, in whole or in part, that Franchisor or its assignees may make. Guarantors agree to pay all costs, including reasonable attorneys' fees, incurred by Franchisor to collect or otherwise enforce the terms of this Guaranty. This Guaranty has been delivered in the State of Michigan and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue in any action to enforce this Guaranty shall be in any state or federal court within the State of Michigan in the judicial district where Franchisor has its principal place of business. Guarantors consent to the exercise of personal jurisdiction by any such court and waive any defense of lack of personal jurisdiction or improper venue.

GUARANTOR: _____
_____, Individually

GUARANTOR: _____
_____, Individually

FRANCHISEE: _____

By: _____

Its: _____

Date: _____

EXHIBIT 3 TO THE SPRAY FOAM GENIE FRANCHISE AGREEMENT
RESTRICTIVE COVENANT AGREEMENT

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT, by and between, _____ (**Franchisee**), a [corporation] [partnership] [limited liability company] organized under the laws of the State of _____, and _____ (**Covenantor**), an individual resident of the State of _____,

WITNESSETH:

WHEREAS, pursuant to that certain Franchise Agreement dated _____ (the **Franchise Agreement**), Spray Foam Genie International, LLC (**Franchisor**) granted Franchisee a franchise to operate a Spray Foam Genie Franchised Business (the **Franchise**), using Franchisor's unique franchise system and Franchisor's trade name and service mark Spray Foam Genie and other proprietary marks; and

WHEREAS, Covenantor is the owner (or spouse of the owner) of the Franchisee.

WHEREAS, Franchisor has expended substantial amounts of time and money in developing the Marks (as hereinafter defined) and Franchisor's distinctive franchise system, including, without limitation, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, and procedures for the efficient operation of a Spray Foam Genie Franchised Business, all of which Covenantor acknowledges to be confidential and proprietary information; and

WHEREAS, in connection with the operation of the Franchise, Covenantor will have access to such confidential and proprietary information; and

WHEREAS, as a condition precedent to granting the Franchise to Franchisee, all shareholders, officers, partners, or members of Franchisee must execute the covenants contained herein;

NOW, THEREFORE, as additional consideration and inducement for granting the Franchise to Franchisee, Covenantor hereby agrees and covenants to Franchisee as follows:

1. **Confidentiality.** Covenantor acknowledges the proprietary and confidential nature of Franchisor's Operating Manual, which Franchisee has received on loan from Franchisor, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, client or referral lists, procedures for the efficient operation of a Spray Foam Genie Franchised Business, and any other methods, procedures, processes, techniques, information, knowledge, or know-how concerning Franchisor's franchise system or Franchisee's Franchise, in particular, that may not be commonly known to the public or to Franchisor's or Franchisee's competitors and that Franchisor or Franchisee has identified or may identify as proprietary and confidential information (**Trade Secrets**). Covenantor shall use such Trade Secrets solely for Franchisee's benefit and shall not, during the term of the Franchise Agreement or at any time thereafter, communicate, divulge, or use any Trade Secrets to or for the benefit of any other person, entity, or organization.

2. **Proprietary Marks**. Covenantor acknowledges Franchisor's right, title, and interest in and to the service mark Spray Foam Genie, Franchisor's stylized design, and certain other proprietary service marks, logos, symbols, and trade names presently used by Franchisor or that Franchisor may hereafter use or provide for use by Franchisee, and the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in Franchisor's franchise system (the Marks). Covenantor

further acknowledges that any use of the Marks outside the scope of the Franchise Agreement without Franchisor's prior written consent would be an infringement of Franchisor's rights in the Marks. Covenantor expressly covenants that he/she shall not, directly or indirectly, commit an act of infringement or contest, or aid in contesting, the validity or ownership of the Marks or take any other action in derogation thereof during the term of the Franchise Agreement or after the expiration or termination thereof.

3. **Non-solicitation**. Covenantor covenants that he/she shall not, during the term of the Franchise Agreement and for a continuous and uninterrupted period commencing upon the expiration or termination of the Franchise Agreement (regardless of the cause for termination) and continuing for the periods indicated below, either directly or indirectly, for him/herself or through, on behalf of, or in conjunction with, any person, entity or organization for a period of two (2) years, divert or attempt to divert any business or client of Franchisee's business, or of any other Franchisee of Franchisor, to any competitor or to Covenantor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that may be injurious or prejudicial to the goodwill associated with the Marks and Franchisor's franchise system; or

4. **Non-competition**. Covenantor covenants that, during the term of the Franchise Agreement and for a continuous and uninterrupted period commencing upon the expiration or termination of the Franchise Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, directly or indirectly, for him/herself or through, on behalf of, or in conjunction with any person, entity or organization, own, maintain, operate, engage in, or have any interest in, any business offering spray foam installation or any other products or services that have been offered by the Franchised Business, (i) at the Site; (ii) within the Territory; or (iii) within a twenty five (25) mile radius of (a) the Territory being granted hereunder or (b) any other Territory licensed by Franchisor as of the date of expiration or termination of this Agreement. This restriction shall not apply to the beneficial ownership by Covenantor of less than five percent (5%) of the outstanding equity securities of any corporation whose securities are registered under the Securities and Exchange Act of 1934.

5. **Remedies**. Covenantor acknowledges that his/her violation of any of the covenants contained in this Agreement would result in irreparable injury to Franchisor and Franchisee, for which no adequate remedy at law may be available, and accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorney fees incurred by Franchisor or Franchisee in obtaining, an injunction enjoining any conduct by Covenantor prohibited by the terms of this Agreement. This remedy shall be in addition to any and all other remedies that may be available to Franchisor or Franchisee.

6. **Severability**. The parties agree that each of the covenants contained in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant contained herein is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision, Covenantor expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this Agreement.

7. **Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

8. **Construction**. The parties agree that this Agreement shall be deemed to have been entered into in and shall be governed by and construed in accordance with the laws of the State of Michigan.

9. **Jurisdiction**. The parties agree that any action based upon this Agreement brought by any party hereto against any other party hereto may be brought within the State of Michigan in the judicial district in which Franchisor has its principal place of business, and hereby consent to the exercise of personal jurisdiction by any such court and waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

10. **Legal Expenses**. In the event a dispute arises under this Agreement, the prevailing party shall be entitled to recover its expenses, including reasonable attorney and accountant fees, in addition to any other relief to which it may be found entitled.

11. **Franchisor Third-Party Beneficiary**. Covenantor and Franchisee acknowledge and intend that the covenants contained in this Agreement shall directly benefit Franchisor, who shall be a third-party beneficiary thereof, entitled to enforce the provisions thereof in Franchisor's own name without Franchisee as a party in any action filed for such purpose, and shall further be entitled to all remedies provided in Section 5 hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their duly authorized representative, as of the dates set forth below.

FRANCHISEE:

Date: _____ By:
Its: _____

Date: _____
COVENANTOR

EXHIBIT 4 TO THE SPRAY FOAM GENIE FRANCHISE AGREEMENT
POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER

POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER

The undersigned Spray Foam Genie franchisee (**Assignor**) does hereby irrevocably constitute and appoint Spray Foam Genie International , LLC, a Delaware limited liability company (**Assignee**), the true and lawful attorney-in-fact and agent for Assignor and in Assignor's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Assignee, may be necessary or advisable for the sole purpose of assigning to Assignee or Assignee's designee all of Assignor's right, title and interest in and to any and all telephone numbers of Assignor's Spray Foam Genie Franchised Business and all related Yellow Pages, White Pages and other business listings, including but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service company providing telephone services for Assignor, hereby granting unto Assignee full power and authority to do and perform any and all acts and things which, in the sole discretion of Assignee, are necessary or advisable to be done as fully to all intents and purposes as Assignor might or could itself do, hereby ratifying and confirming all that Assignee may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Assignor has designated any other person to act as its attorney-in-fact and agent, no person, firm, or corporation dealing with Assignee will be required to ascertain the authority of Assignee, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Assignee. Any person, firm, or corporation dealing with Assignee shall be fully protected in acting and rely on a certificate of Assignee that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Assignor will not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Assignor by Assignee will be deemed to include such a certificate on the part of Assignee, whether or not expressed. This paragraph will survive any termination of this Power of Attorney.

This power of Attorney will terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated evenly herewith by and between Assignee and Assignor. Such termination, however, will not affect the validity of any act or deed that Assignee may have affected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable Power of Attorney coupled with an interest. It is executed and delivered in the State of Michigan and the laws of the State of Michigan and will govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

ASSIGNOR (Franchisee):

[Name of Franchisee]

By: _____

Its: _____

EXHIBIT B. FRANCHISEE DISCLOSURE QUESTIONNAIRE

TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you are aware, you are preparing to enter into a Franchise Agreement with Spray Foam Genie International, LLC Spray Foam Genie (**Franchisor**) for the operation of a Spray Foam Genie franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate, or misleading.

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed our Franchise Agreement and each exhibit and schedule attached to it?

YES _____ NO _____ Your Initials _____

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?

YES _____ NO _____ Your Initials _____

If "No," what parts of the Franchise Agreement do you NOT understand? (Attach additional pages if necessary.)

3. Have you received and personally reviewed the Disclosure Document we provided to you?

YES _____ NO _____ Your Initials _____

4. Do you understand all of the information contained in the Disclosure Document?

Yes _____ No_____ Your Initials _____

If "No," what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary)

5. Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?

YES _____ NO _____ Your Initials _____

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

YES _____ NO _____ Your Initials _____

7. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Franchised Business operated by us or our franchisees?

YES _____ NO _____ Your Initials _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning the Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

YES _____ NO _____ Your Initials _____

9. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Franchised Business?

YES _____ NO _____ Your Initials _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue a Franchised Business will generate?

YES _____ NO _____ Your Initials _____

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

YES _____ NO _____ Your Initials _____

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

YES _____ NO _____ Your Initials _____

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

YES _____ NO _____ Your Initials _____

14. If you have answered "Yes" to any of questions 7 through 13, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

If you have answered "No" to all of questions 7 through 13, please leave the following lines blank.

15. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and the Franchisor?

YES _____ NO _____ Your Initials _____

You understand that your answers are important to us, and we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

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 or 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. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

THIS QUESTIONNAIRE WILL NOT BE SIGNED OR USED IF THE FRANCHISEE RESIDES WITHIN OR IT THE FRANCHISED BUSINESS WILL BE LOCATED WITHIN THR STATE OF MARYLAND.

Franchise Applicant - Signature

Print Name

Date

EXHIBIT C. RELEASE OF CLAIMS

TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

RELEASE OF CLAIMS

The undersigned Franchisee and Principals, for themselves and for their agents, employees, legal representatives, heirs and assigns, and the successors, heirs and assigns of each of them, hereby release Spray Foam Genie, LLC, a Delaware Limited Liability Company ("Franchisor"), its shareholders, directors, officers, employees, agents, legal representatives, insurers, successors and assigns (the "Released Parties"), from any and all debts, claims, demands, damages, losses, liabilities, rights, actions, causes of action, expenses, contracts, obligations, promises, judgments, awards and suits of any kind whatsoever ("Claims") that the undersigned may now have against any of the Released Parties arising from any right, duty, or obligation granted or imposed by the Franchise Agreement or by the sale of the franchise granted thereunder, including, by way of illustration and not limitation, any misrepresentations in or omissions from the franchise disclosure document received by Franchisee, any act or omission that may constitute a violation of the Federal Trade Commission rule relating to Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures, 16 CFR 436, or any amendment or successor thereto, and claims or causes of action arising under any state statute.

The undersigned expressly acknowledge and agree that the Claims are intended to and do include any and all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, accrued or contingent, intentional or unintentional, and liquidated or unliquidated, that they may have against any of the Released Parties up to and including the date hereof. The undersigned further acknowledge and agree that they may hereafter discover facts different from or in addition to those which they now know or believe to be true with respect to the Claims, and they agree that, in such event, this Release shall nevertheless be and remain in full force and effect and be binding in all respects, regardless of such different or additional facts or the discovery thereof.

The undersigned acknowledge and represent that they have consulted independent legal counsel, or knowingly waive the opportunity to be represented by independent legal counsel, in connection with their review and execution of this Release, that they have read and understood the terms of this Release, and that they sign the same willingly and without undue influence or coercion.

Notwithstanding the above, nothing contained herein shall act as a release, estoppel, or waiver of any claim or liability arising under the California Franchise Relations Act, Illinois Franchise Disclosure Act, Indiana Franchise Disclosure Law, Indiana Deceptive Franchise Practices Law, Maryland Franchise Registration, and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota Franchise Investment Law, New York State Franchise Sales Act, Rhode Island Franchise Investment Protection Act, South Dakota Franchise Act, Virginia Retail Franchising Act, Washington Franchise Investment Protection Act, Wisconsin Franchise Investment Law, or Wisconsin Fair Dealership Law.

The Releasing Parties expressly assume the risk of any mistake of fact or fact of which they may be unaware of that the true facts may be other than any facts now known or believed to exist by them, and it is their intention to settle forever, adjust and compromise any and all present and future disputes with respect to all matters from the beginning of time to the date of this document, finally and forever, and without regard to who may or may not have been correct in their understanding of the facts, law or otherwise. All releases given by the Releasing Parties are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands, and causes of action that exist, or might have existed, on the date of this release. The Releasing Parties represent and warrant that they have made such independent investigation of the facts, law, and otherwise pertaining to all

matters discussed, referred to, or released in or by this release as the Releasing Parties, in their independent judgment, belief necessary or appropriate. The Releasing Parties have not relied on any statement, promise or representation, whether of fact or law or lack of disclosure of any fact or law, by the Franchisor-Related Persons or anyone else, not expressly set forth herein, in executing this document and the related releases.

The Releasing Parties represent and warrant that there has been, and there will be, no assignment or other transfer of any interest in any Claims that the Releasing Parties may have against any or all of the Franchisor-Related Persons, all Claims having been fully and finally extinguished, and the Releasing Parties shall forever indemnify and hold the Franchisor-Related Persons harmless from any liability, claims, demands, damages, losses, costs, expenses or legal fees incurred by any of the Franchisor-Related Persons as a result of any Person asserting any interest in any of the Claims or any voluntary, involuntary or other assignment or transfer, or any rights or claims under any assignment, transfer, or otherwise. It is the intention of the parties that this indemnity does not require payment by any of the Franchisor-Related Persons as a condition precedent to recovery against the Releasing Parties under this indemnity.

The releases granted hereunder will be deemed effective as to each of the Releasing Parties as of the date this document is signed by each of the Releasing Parties. The liabilities and obligations of each of the Releasing Parties (and any other Person providing releases to the Franchisor-Related Persons) will be joint and several.

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date(s) below.

FRANCHISEE:

Date: _____ By: _____

Its: _____

Date: _____ _____

_____, individually

Date: _____ _____

_____, individually

Date: _____ _____

_____, individually

EXHIBIT D. CONSULTING AGREEMENT

TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement"), made to be effective as of _____, by and between Spray Foam Genie Managed Services LLC, which with its successors and assigns is herein called "Consultant," and_____, which with its successors and assigns is herein called "Franchisee," is to EVIDENCE THAT:

WHEREAS, Franchisee has entered into a Franchise Agreement (the "Franchise Agreement") with Spray Foam Genie International, LLC ("Franchisor"), dated as of the date of this Agreement, whereby Franchisor grants to Franchisee a franchise (the "Franchised Business") to operate a Spray Foam Genie Franchised Business and the right to use Spray Foam Genie 's business model, services and products (the "System") and Marks as identified herein;

WHEREAS, Consultant provides certain assistance and consulting services on a voluntary basis to Spray Foam Genie system franchisees;

WHEREAS, Franchisee wishes to have the Consultant provide certain assistance in connection with the operation, management and administration of the Franchised Business; and

WHEREAS, Consultant and Franchisee desire to enter into an arrangement under the terms and conditions stated in this Agreement whereby Consultant can provide (or cause to be provided) certain consulting services requested by Franchisee (the "Consulting Services").

NOW, THEREFORE, in consideration of the foregoing statements and the mutual covenants and promises made in this Agreement and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Consultant and Franchisee (herein collectively called the "Parties" and individually called a "Party") hereby agree as follows:

1. Agreement Term.

1.1 The initial term of this Agreement shall be for a ten (10) year period commence as of the date first written above unless terminated or renewed as provided in this Agreement.

1.2 This Agreement may automatically renew for an additional one (1) year following the end of the initial term unless the Consultant or Franchisee provides written notice of non-renewal at least 60 days before the end of the initial term or current renewal term.

1.3 The initial term and any renewal terms are referred to herein as the "Agreement Term."

2. Consultant Responsibilities.

2.1 During the Agreement Term, the Consultant shall provide the following Consulting Services:

(a) Assist in developing and implementing a business plan and managing the operational workflow of the Franchised Business, specifically, scheduling customer appointments and responding to customer inquiries, determining fees charged for the provision of supplies and products to customers, assisting the Franchisee in the billing and the collection of fees payable for Franchisee's provision of the services, products, and supplies to customers, including maintaining customer records under the direction of Franchisee, according to Franchisee's obligations herein;

(b) Assist and consult in recruiting, training, and scheduling Franchisee's staff' provided that Franchisee, and not Consultant , shall be sole employer or independent contract holder of the Franchised Business's staff and is solely responsible for the hiring, firing, and supervising staff for the Franchised Business;

(c) Assist and consult Franchisee in processing payroll and all insurance and fringe benefit plans of Franchisee and any employees of Franchisee at Franchisee's direction;

(d) Assist and consult in billing and collecting fees charged by Franchisee for the services, or for other goods or services offered through the Franchised Business depositing payments made by customers and third-party payors to the Franchised Business into a bank account (the "Franchisee Account");

(e) Assist and consult in performing bookkeeping and accounting for the Franchised Business operations, including maintaining records, preparing any required financial reports, billing, and collection of expenses, preparing, and filing all federal, state, and local sales, payroll, and business tax returns of the Franchisee as certified and executed by Franchisee, except such fees which shall remain the responsibility of Franchisee;

(f) Assist and consult in managing and establishing advertising, promotions, and marketing programs for the Franchised Business, subject to Franchisee's confirmation as to compliance with applicable laws, rules, and regulations;

(g) Assist Franchisee in making payments from the Franchisee's bank account to pay the designated operating expenses of the Franchised Business and other costs and expenses provided for and/or listed herein.

2.2 During the Agreement Term, Franchisee hereby grants to Consultant the right and authority and designates Consultant as its attorney-in-fact, to sign all documents on behalf of Franchisee to the extent necessary to provide the Consulting Services to Franchisee hereunder and to perform Consultant 's duties and obligations under this Agreement.

3. <u>Franchisee Responsibilities</u>.

During the Agreement Term, Franchisee shall comply with all terms of the Franchise Agreement as well as all applicable laws, rules, and regulations. At all times, the Franchised Business must

be under the supervision of Franchisee or a Designated Manager who shall devote his/her/its best efforts to the Franchised Business and any additional services required by the Consultant, in a professional manner, in compliance with all laws, rules, and regulations, applicable System requirements, all requirements under third party payor contracts, and the generally accepted standards. Additionally, Franchisee shall:

(a) Maintain at all times during the Agreement Term all licenses, certifications, and accreditations necessary to provide the Services;

(b) Grant Consultant such rights as are necessary for Consultant to have access to all information regarding the Franchisee's bank account and to cause funds to be transferred or paid daily as necessary or desirable;

(c) Hire, fire, supervise, and employ staff necessary and desirable for the operation of the Franchised Business to meet customer demand and provide optimal efficiency and quality of Services; and

(d) Paying all other necessary fees and charges in connection with the Franchised Business, specifically including all costs necessary to equip and open the Franchised Business, all rent or financing payments, salary and wages and fringe benefits for Franchisee's employees, the Franchised Business's payroll taxes and other withholding items, and Franchisee's and/or the Franchised Business's income taxes.

3.1 Franchisee agrees that during the term of this Agreement, it will not obtain from any third parties any services that are the same as, or similar to, the Consulting Services.

4. <u>Fees and Other Charges for Consulting Services</u>.

In consideration for Consultant 's performance of the Consulting Services set forth herein, Franchisee hereby agrees to pay Consultant a management fee (herein called the "Consulting Fee"), which shall be the amount equal to 5% of Gross Revenues.

4.1 The term "Gross Revenues," as used in this Agreement, shall mean all sales and other income (recognized on an accrual basis), whether cash or credit or barter for exchange (regardless of the collection in the case of credit), arising from the operation of the Franchised Business, less (i) all refunds and discounts made to customers in good faith and accordance with Franchisor's policies, and (ii) any sales or excise taxes that are separately stated and that Franchisee may be required to and does collect from customers and pays to any federal, state, or local taxing authority.

4.2 The Consulting Fee shall be paid to the Consultant from the money transferred on the Thursday of each week from Franchisee's Account into Consultant 's operating account.

4.3 The Consulting Fee, or any other fees due and payable under this Agreement,

are not intended to be, and shall not be interpreted to be, payment for the referral of customers or recommendation of a referral of customers from Consultant to Franchisee or from Franchisee to Consultant. The Consulting Fee is in addition to any fees Franchisee is required to pay to Franchisor under the Franchise Agreement.

5. Representations and Warranties.

5.1 Franchisee hereby makes the following representations and warranties:

(a) Franchisee (or, if Franchisee is an entity, all owners, members, or individuals employed of/by Franchisee who will be providing the Services under this Agreement) is not a party to any agreement or instrument that would prevent Franchisee from entering into or performing Franchisee's duties in any way under this Agreement. Franchisee and/or its authorized employees are duly licensed and in good standing to provide the Services in the state in which the Site is located and will remain licensed and in good standing at all times during the Agreement Term;

(b) If Franchisee is an entity, this Agreement has been authorized by all necessary corporate action of Franchisee and is a valid and binding agreement of the Franchisee enforceable in accordance with its terms, and the individual signing on behalf of Franchisee is duly authorized to enter into and executed this Agreement; and

(c) Franchisee shall immediately disclose to Consultant in writing as soon as is possible after, but in any case within 5 days of, (1) the commencement of any action, suit, or proceeding, and/or of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental units (including regulatory boards or professional groups), that may adversely affect Franchisee and/or the Franchised Business's operation, financial condition, or reputation, including, without limitation, any and all claims brought against Franchisee or any person affiliated with Franchisee, regardless of the nature of the claim, anticipated outcome or remedies sought; and/or (2) Franchisee's receipt or knowledge any notice of violation of any law, ordinance, or regulation relating to health or safety.

5.2 Consultant hereby makes the following representations and warranties:

(a) This Agreement has been authorized by all necessary corporate action of Consultant and is a valid and binding agreement of Consultant enforceable in accordance with its terms, and the individual signing on behalf of Consultant is duly authorized to enter into and execute this Agreement; and

(b) The Franchise Agreement is in full force, and effect and Franchisor have been provided with a true, correct, and complete copy of this Agreement and has approved it as to form and content (provided, however, that Franchisee and Consultant acknowledge and agree that such consent does not mean Franchisor has reviewed or approved the legality of this Agreement with respect to applicable state or local laws governing Franchisee or agreements

of this nature).

5.3 The Parties expressly acknowledge and agree that Consultant makes no express or implied warranties regarding the quality of Consulting Services rendered to Franchisee under this Agreement or with respect to the income or profit to be earned by Franchisee or the Franchised Business.

6. Insurance.

6.1 During the Agreement Term, Franchisee must maintain in force insurance coverages outlined in the Franchise Agreement and/or the Spray Foam Genie Operations Manual. Each required policy must name Consultant as an additional insured and must provide that Consultant be given at least 30 days' notice before cancellation, modification, or amendment of the policy.

6.2 Franchisee obligation to maintain insurance coverage as described in this Agreement will not be reduced in any manner by reason of any separate insurance Consultant maintains on Consultant's own behalf, nor will Consultant's maintenance of Consultant's insurance relieve Franchisee of any obligations under this Agreement.

7. Relationship of Parties.

7.1 The Parties hereto are independent contractors, and nothing in this Agreement shall be deemed to create any association, partnership, joint venture, principal and agent relationship, master and servant relationship, or employer and employee relationship between the Parties or to provide either Party with the right, power, or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.

7.2 Franchisee further agrees not to be treated, or seek to be treated, as an employee of Consultant for any purpose, including disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits, and Federal income tax withholding. Franchisee hereby understands and agrees to maintain timely payments of all income taxes due to the Internal Revenue Service and all other government agencies.

7.3 Franchisee and Consultant acknowledge and agree that Franchisor is not a party to this Agreement. That Franchisee has no contract or other rights against Franchisor with respect to any matter including, without limitation, the operation or profitability of the Franchised Business, any employee-related matters, and any marketing or other System materials, methods, or guidelines.

8. Indemnification.

8.1 Franchisee agrees to defend, indemnify and hold harmless Consultant,

Franchisor and their respective owners, directors, officers, employees, agents, successors, and assigns (each a "Consultant Indemnified Party"), from and against any and all claims, lawsuits, demands, actions, causes of action or other events, and for all costs and expenses incurred by the Consultant Indemnified Party in connection therewith, including without limitation actual and consequential damages, reasonable attorneys', accountants', and/or expert witness fees, cost of investigation and proof of facts court costs, other litigation expenses, and travel and living expenses, to the extent caused by, relating to or otherwise arising out of (1) the effects, outcomes and consequences of Franchisee's acts and omissions and the acts and omissions of Franchisee's employees, representatives and agents in connection with or relating to the provision of the Franchisee Services or the operation of the Franchised Business, (2) any agreements, representations, or warranties Franchisee makes to third parties that are not expressly authorized under this Agreement, (3) any damages to any person or property directly or indirectly arising out of the performance of the Franchisee Services or the operation of the Franchised Business, whether or not caused by Franchisee's negligent or willful action or failure to act or acts or omissions, and/or (4) Franchisee's breach of any provision of this Agreement. Franchisor shall be deemed a third-party beneficiary of all of the covenants contained in this Section.

8.2 The indemnification obligations described in this Section will continue in full force and effect after, notwithstanding, the expiration, renewal, or termination of this Agreement.

9. <u>Default and Termination</u>.

9.1 Franchisee will be deemed to be in default under this Agreement, and Consultant will have the right to terminate this Agreement effective upon delivery of notice of termination to Franchisee, subject only to any right to cure to the extent expressly set forth below, if:

(a) Franchisee breaches the terms of the Franchise Agreement and fails to cure such default in the time period required by the Franchise Agreement, if any;

(b) Franchisee assigns or transfers this Agreement without the prior written consent of Consultant;

(c) Franchisee (or any of Franchisee's employees) violates any health or safety law, ordinance or regulation, or performs the Franchisee Services in a manner that presents a health or safety hazard to customers or the public;

(d) Franchisee does not pay when due any monies owed to Consultant, including the Consultant Fee, and does not make such payment within 2 days after written notice is given to Franchisee; or

(e) Franchisee (or, if Franchisee is an entity, its owners, shareholders, partners, or

members) fails to comply with any other provision of this Agreement, any other agreement with Consultant , or any mandatory specification, program, standard or operating procedure within 10 days after written notice of such failure to comply is given to Franchisee.

9.2 This Agreement may be terminated by either Party (a) in its sole and absolute discretion upon sixty (60) days written notice to the other Party, or (b) immediately by written notice to the other Party if such Party reasonably believes, based upon an opinion of qualified legal counsel, that this Agreement is in violation of applicable law; provided, however, that the Parties will negotiate in good faith to amend the Agreement to comply with all such applicable law while still achieving the primary purposes hereof, or (c) immediately by written notice to the other Party upon the termination of the Franchise Agreement.

9.3 This Agreement may be terminated by Franchisee in the event Consultant fails to comply with any provision of this Agreement within 60 days after written notice of such failure to comply is given to Consultant.

10. <u>Waiver of Certain Damages; Waiver of Trial by Jury</u>.

10.1 Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any indirect, special, consequential, incidental, punitive, exemplary, or treble damages, and other forms of multiple damages, against Consultant and/or Franchisor, including without limitation, any economic loss, property damage, physical injury, or lost profits arising out of this Agreement, Franchisee's use of the Marks or other elements of the System, or Consultant's provision of the Consulting Services, regardless of whether arising under breach of contract, warranty, tort, strict liability or any other legal or equitable theory or claim, even if such loss or damage could have been reasonably foreseen. Further, Franchisee agrees that, except to the extent provided to the contrary in this Agreement, in the event of a dispute between the Parties, Franchisee will be limited to the recovery of any actual damages sustained by Franchisee. The Parties irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either Party.

11. <u>Miscellaneous</u>.

11.1 This Agreement may not be amended or modified except by a written agreement that specifically references this Agreement and is signed by each Parties.

11.2 This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof. All prior or contemporaneous oral or other written agreements, negotiations, representations, and arrangements regarding the subject matter hereof are hereby merged into and superseded by this Agreement.

11.3 The provisions of this Agreement are severable, and if any provision should, for any reason, be held invalid or unenforceable in any respect, it will not invalidate, render

unenforceable or otherwise affect any other provision, and such invalid or unenforceable provision will be construed by limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

11.4 For purposes of this Agreement, the singular includes the plural and vice-versa and the feminine, masculine and neuter include each other. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

11.5 All notices and other communications hereunder will be in writing and will be sent either by (a) certified mail, postage prepaid, return receipt requested; (b) an overnight express courier service that provides written confirmation of delivery; or (c) facsimile or email with written confirmation by the sending machine or with telephone confirmation of receipt, addressed as follows:

For the Consultant : Spray Foam Genie Managed Services LLC	For the Franchisee:
	Attn: _____
Attn: _____	_____
_____	_____
_____	

Any Party may change its address for receiving notice by giving notice of a new address in the manner provided herein. Any notice given under this Section will be deemed to be delivered on the third business day after the same is deposited in the United States Mail, on the next business day if sent by overnight courier, or on the same business day if sent by facsimile before the close of business of the recipient, or the next day, if sent by facsimile after the close of business of the recipient.

11.6 No course of dealing between the Parties, no waiver by either Party and no refusal or neglect of either Party to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein unless such waiver is expressed in writing by the waiving Party and is clearly designated as a waiver to a specific provision(s) of this Agreement.

11.7 The laws of the State of Michigan shall govern all disputes, controversies, and litigation arising under this Agreement.

11.8 This Agreement may be executed in one or more counterparts, including by facsimile or electronic signature included in an Adobe PDF file, each of which shall be an original and all of which together shall constitute one and the same Agreement. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by any party until all of the parties have executed and delivered their respective counterparts.

11.9 The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

11.10 No Party hereto may assign any of its rights or benefits or delegate any of its duties, obligations or liabilities under this Agreement without the prior consent of each of the other Parties hereto; provided, however, that Consultant may assign all of its right, title and interest, in whole or in part, to Franchisor or Franchisor's designee at any time. This Agreement will apply to, be binding in all respects upon, and insure to the benefit of the heirs, executors, trustees, guardians, personal representatives, successors, and permitted assigns of the parties.

11.11 No course of dealing between the Parties, no waiver by either Party and no refusal or neglect of either Party to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein unless such waiver is expressed in writing by the waiving Party and is clearly designated as a waiver to a specific provision(s) of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first above written.

By: _____

Its: _____

-Consultant -

By: _____

Its: _____

-Franchisee-

SprayFoamGenie
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EXHIBIT E. STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS

TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

STATE FRANCHISE REGULATORS

California
Department of Business Oversight
One Sansome Street Suite 600
San Francisco, CA 941404-4428
1-866-275-2677

Connecticut
Securities & Business Investments Division
Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230

Florida
Dept. of Agriculture and Consumer Services
Division of Consumer Services
227 N. Burrough Street
City Centre Building, 7th Floor
Tallahassee, FL 32301
(904) 922-2770

Georgia

Governor's Office of Consumer Affairs
2 Martin Luther King, Jr. Drive SE
356 West Tower
Atlanta, GA 30334-4600
(404) 651-8600

Hawaii
Dept. of Commerce & Consumer Affairs
Business Registration Division
1010 Richards Street
Honolulu, HI 96813
(808) 586-2021

Illinois
Office of the Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana
Indiana Securities Division
302 West Washington Street
Room E111
Indianapolis, IN 46204
(317) 232-6681

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

Louisiana
Office of the Attorney General
Consumer Protection Section
PO Box 94005
Baton Rouge, LA 70804-9005
(225) 326-6460

Maryland
Office of the Attorney General
Securities Division
200 Saint Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan
Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
Lansing, MI 48913
(517) 373-7117

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

Nebraska
Dept. of Banking & Finance
1200 N Street, Suite 311
P.O. Box 95006
Lincoln, NE 68509
(402) 471-3445

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
212-416-8236

North Carolina
Department of the Secretary of State
Securities Division
300 N. Salisbury Street
Raleigh, NC 27603-5909
(919) 733-3924

North Dakota
North Dakota Securities Department
State Capitol, Fifth Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island
Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910
(401) 462-9587

South Carolina
Secretary of State
1205 Pendleton Street
525 Edger Brown Building
Columbia, SC 29201
(803) 734-1958

South Dakota
Dept. of Labor and Regulations
Division of Securities
124 S. Euclid, Suite 104
Pierre, SD 57501
(605) 773-48233

Texas
Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(513) 475-1769

Utah
Department of Commerce
Division of Consumer Protection
160 East 300 South
P.O. Box 45804
Salt Lake City, UT 84145-0804
(801) 530-6601

Virginia
State Corporation Commission
Division of Securities & Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219

(804) 371-9276

Washington
Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Department of Financial Institutions
Division of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608)266-1064

AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Corporations
1515 K Street, Suite 200
Sacramento, CA 95814-4052

Hawaii
Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana
Administrative Office of the Secretary of State
201 State House
Indianapolis, IN 46204

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

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

New York
New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

North Dakota
Securities Commissioner
5th Floor, 600 East Boulevard
Bismarck, ND 58505-0510

Rhode Island
Dept. of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910

South Dakota
Division of Securities
Dept. of Labor and Regulations
124 S. Euclid Suite 104
Pierre, SD 57501

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

Washington
Director of Dept. of Financial Institutions
Security Division
150 Israel Rd SW
Tumwater WA 98501

Wisconsin
Commissioner of Securities
101 East Wilson Street
Madison, WI 53703

EXHIBIT F. LIST OF FRANCHISEES

TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

Spray Foam Genie Franchisees as of May 8, 2023

Open Franchisees

Market	State	Model*	Franchisee Name	Owner Email and Telephone or Owner and Location	Address	Number of Vans and Rigs
Denver	CO	CS	Tim Wiebelhaus Stephen Hamilton	tim.wiebelhaus@sprayfoamgenie.com 303 552 7121 (303) 351-2957 stephen.hamilton@sprayfoamgenie.com 303 884 5961 (303) 351-2957	5555 Joliet St Denver, CO 80239	9

Signed but Unopen Franchisees

Market	State	Model*	Franchisee Name	Owner Email and Telephone or Owner and Location	Number of Vans and Rigs
Phoenix	AZ	CS	Robert Eldred	rob.eldred@sprayfoamgenie.com 720 839 9627 (480) 916-7216	12
Colorado Springs	CO	CS	Eric Thurston	eric.thurston@sprayfoamgenie.com 303-888-3537 (719) 398-0523	3
Orlando	FL	CS	Kevin Neumayer	kevin.neumayer@sprayfoamgenie.com 801 440 8955 (321) 346-7309	9
Jacksonville	FL	CS	Kevin Neumayer	kevin.neumayer@sprayfoamgenie.com 801 440 8955 (904) 852-8485	4
Tampa	FL	CS	April Hill Destin Hill	april.hill@sprayfoamgenie.com (706) 799-7554 (813) 736-8864	10
Greater Miami	FL	CS	Ryan Torrey Mindy Torrey	ryan.torrey@sprayfoamgenie.com mindy.torrey@sprayfoamgenie.com 6143066586 (786) 698-4150	10
Fort Myers Naples	FL	CS	Isaac Treesh	isaac.treesh@sprayfoamgenie.com 813 758 9890 (239) 374-2142	3
West Palm Beach	FL	CS	Tim Jamil	tim.jamil@sprayfoamgenie.com 813 785 7474 (561) 449-0383	5
Atlanta	GA	CS	Austin Colpini Parker Webb	austin.colpini@sprayfoamgenie.com parker.webb@sprayfoamgenie.com (678) 821-9659	14
Savannah	GA	CS	Jacob Lewis Kevin Lewis	jacob.lewis@sprayfroamgenie.com 478 595 7229 (912) 500-2216	2

Market	State	Model	Franchisee Name	Owner Email and Telephone or Owner and Location	Number of Vans and Rigs
Central Iowa	IA	CS	Chad Johnson	chad.johnson@sprayfoamgenie.com (515) 330-6288 (515) 383-0308	3
Detroit	MI	OO	Ashok Sethu	ashok.sethu@sprayfoamgenie.com 571 294 5454 313 217-5028	10
Charlotte	NC	CS	Mark Klokkenga	mark.klokkenga@sprayfoamgenie.com 804 882 8949 (904) 590-4692	7
Raleigh Durham & Wilmington	NC	CS	Don Elliott James Cummings	don.elliott@sprayfoamgenie.com james.cummings@spryafoamgenie.com (984) 355-1768 (910) 505-0659	7 1
Cincinnati	OH	CS	Samer Alshantir	sam.shantir@sprayfoamgenie.com 7039261515 (513) 270-1935	5
GSP (Greenville-Spartanburg)	SC	CS	Sohail Saleem Alexander Dickinson	alexander.dickinson@sprayfoamgenie.com 770 256 9166 864 501 7500 (864) 392-9530 (864) 392-9530	5
Nashville	TN	CS	Rick Finch	rick.finch@sprayfoamgenie.com 404-310-8467 6153071772	6
Tyler - Longview	TX	CS	Alex Breslav	alex.breslav@sprayfoamgenie.com 214-732-7867 (903) 707-8449	2
Austin	TX	SA	Kiran Saripalli	kiran.saripalli@sprayfoamgenie.com 2107751461 205-239-1999	5
Dallas/ Fort Worth	TX	CS	Hayden Haucke	hayden.haucke@sprayfoamgenie.com 214 536 0882 (469) 529-2172	17
San Antonio	TX	CS	Aaron Bakken	aaron.bakken@sprayfoamgenie.com 6085764592 (385) 446-0510	6
Houston	TX	CS	Alejandro Moreno	alejandro.moreno@sprayfoamgenie.com 214 566 4328 (248) 886-4756	15
Salt Lake City	UT	OO	James Morrison Mark Howland	mark.howland@sprayfoamgenie.com 801 634 2890 4358408403 385-446-0510	7

*CS=Consulting Services
*OO= Owner Operator
*SA-Semi Absentee

SprayFoamGenie
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EXHIBIT G. LIST OF FRANCHISEES THAT LEFT THE SYSTEM

TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

There were no Franchisees who left the system during the most recently completed fiscal year or who have not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

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

SprayFoamGenie
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EXHIBIT H. FINANCIAL STATEMENTS

TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Spray Foam Genie International LLC
Balance Sheet
As of October 31, 2023

	Oct 31, 23
ASSETS	
Current Assets	
Checking/Savings	95,624.51
Accounts Receivable	70,376.04
Other Current Assets	1,659,737.43
Total Current Assets	1,825,737.98
Fixed Assets	75,920.57
Other Assets	
Prepaid Broker commissions	8,670,785.00
Total Other Assets	8,670,785.00
TOTAL ASSETS	**10,572,443.55**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	122,528.91
Credit Cards	-66,011.84
Other Current Liabilities	307,610.70
Total Current Liabilities	364,127.77
Long Term Liabilities	
Deferred Franchise Fees	10,999,864.18
Total Long Term Liabilities	10,999,864.18
Total Liabilities	11,363,991.95
Equity	
Retained Earnings	-191,316.25
Net Income	-600,232.15
Total Equity	-791,548.40
TOTAL LIABILITIES & EQUITY	**10,572,443.55**

Spray Foam Genie International LLC
Profit & Loss
January through October 2023

	Jan - Oct 23	% of Income
Ordinary Income/Expense		
Income	1,935,762.55	100.0%
Cost of Goods Sold	121,809.49	6.3%
Gross Profit	1,813,953.06	93.7%
Expense		
Software Shopify	6,000.00	0.3%
Vehicle Expense	0.00	0.0%
Payroll	410,871.60	21.2%
Advertising & Marketing	372,219.78	19.2%
Auto Expense	7,759.00	0.4%
Bank Service fees	2,419.70	0.1%
Broker Commisions	486,573.33	25.1%
Building Maintenance	1,040.00	0.1%
Computer Expense	96,780.14	5.0%
Cost Of Goods Sold Product	177,660.53	9.2%
Dues & Subscriptions	35,328.14	1.8%
Franchise Support	17,910.00	0.9%
Franchise Tax	1,269.50	0.1%
Health Insurance - Employees	12,633.95	0.7%
Insurance	1,744.25	0.1%
Interest Expense	11,933.82	0.6%
Office Supplies	24,950.90	1.3%
Partner Advisory Services	238,000.00	12.3%
Payroll Tax Expenses	39,274.65	2.0%
Postage and Shipping	3,514.36	0.2%
Professional Fees	157,653.78	8.1%
Recruiting Exp	346.48	0.0%
Rent Expense	28,446.99	1.5%
Supplies Exp	59,555.54	3.1%
Telephone & Internet	38,869.96	2.0%
Training Exp - Supplies & Meals	83,136.06	4.3%
Travel Expense	98,770.84	5.1%
Utilities	733.91	0.0%
Total Expense	2,415,397.21	124.8%
Net Ordinary Income	-601,444.15	-31.1%
Other Income/Expense		
Other Income	1,212.00	0.1%
Other Expense	0.00	0.0%
Net Other Income	1,212.00	0.1%
Net Income	**-600,232.15**	**-31.0%**

SPRAY FOAM GENIE INTERNATIONAL, LLC
LIVONIA, MICHIGAN

FINANCIAL STATEMENTS
FOR THE PERIOD
SEPTEMBER 7, 2022 (Date of Inception)
THROUGH DECEMBER 31, 2022

SPRAY FOAM GENIE INTERNATIONAL, LLC

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Mattina, Kent & Gibbons, P.C.

Rochester

1214 N. Main Street
Rochester, MI 48307
248.601.9500 ~ 248.601.9501 fax
www.mkgpc.com

MKG P.C.

Certified Public Accountants

Lapeer

951 S. Main Street, Suite 3
Lapeer, MI 48446
810.664.4470 ~ 810.664.3601 fax
www.mkgpc.com

INDEPENDENT AUDITOR'S REPORT

To the Members of
Spray Foam Genie International, LLC
Livonia, MI 48152

Opinion

We have audited the accompanying financial statements of Spray Foam Genie International, LLC (a Delaware Limited Liability Company), which comprise the balance sheet as of December 31, 2022, and the related statements of income (loss) and changes in members' equity, and cash flows for the period September 7, 2022 (date of inception) through December 31, 2022, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects the financial position of Spray Foam Genie International, LLC as of December 31, 2022, and the results of its operations and its cash flows for the period September 7, 2022 (date of inception) through December 31, 2022 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Spray Foam Genie International, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility for the Financial Statement

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Spray Foam Genie International, LLC's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Spray Foam Genie International, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Spray Foam Genie International, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of franchising-related and administrative expense on page 12 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Mattina, Kent & Gibbons, P.C.

Mattina, Kent & Gibbons, P.C.
Certified Public Accountants
Lapeer, Michigan

May 15, 2023

FINANCIAL STATEMENTS

SPRAY FOAM GENIE INTERNATIONAL, LLC
BALANCE SHEET
DECEMBER 31, 2022

ASSETS

CURRENT ASSETS	
Cash	$ 205,569
Accounts Receivable - Trade	105,000
Prepaid Broker Commissions, Current	22,100
Prepaid Expenses	7,500
TOTAL CURRENT ASSETS	340,169
PROPERTY, PLANT AND EQUIPMENT	
Software	38,613
	38,613
Less: Accumulated Depreciation	-
TOTAL PROPERTY, PLANT AND EQUIPMENT	38,613
OTHER ASSETS	
Receivables - Related Parties	66,906
Prepaid Broker Commissions, Non-current	197,058
TOTAL OTHER ASSETS	263,964
TOTAL ASSETS	$ 642,746

See Accompanying Notes and Independent Auditor's Report.

SPRAY FOAM GENIE INTERNATIONAL, LLC
BALANCE SHEET
DECEMBER 31, 2022

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES	
Accounts Payable - Trade	$ 7,000
Credit Cards Payable	419
Contract Liabilities, Current	49,000
Current Portion of Long-term Debt	2,493
TOTAL CURRENT LIABILITIES	58,912
LONG-TERM LIABILITIES	
Contract Liabilities, Net of Current Portion	436,917
Notes Payable - Members, Net of Current Portion	296,634
TOTAL LONG-TERM LIABILITIES	733,551
OTHER LIABILITIES	
Payables - Related Parties	41,599
TOTAL OTHER LIABILITIES	41,599
TOTAL LIABILITIES	834,062
MEMBERS' EQUITY	(191,316)
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 642,746

See Accompanying Notes and Independent Auditor's Report.

SPRAY FOAM GENIE INTERNATIONAL, LLC
STATEMENTS OF INCOME (LOSS) AND CHANGES IN MEMBERS' EQUITY
FOR THE PERIOD FROM SEPTEMBER 7, 2022 (Date of Inception) THROUGH DECEMBER 31, 2022

INCOME/(LOSS) FROM	
FRANCHISING OPERATIONS	
Franchise Related Revenue	
Franchise Fees	$ 4,083
Total Franchise Related Revenues	4,083
Less: Franchising-Related Expenses	77,970
NET INCOME/(LOSS) FROM OPERATIONS	
AND FRANCHISING ACTIVITIES	
BEFORE ADMINISTRATIVE EXPENSES	(73,887)
Administrative Expenses	111,549
NET ORDINARY INCOME/(LOSS)	(185,436)
OTHER INCOME/(EXPENSES)	
Interest Expense	(5,993)
Miscellaneous Income	113
NET OTHER INCOME/(EXPENSES)	(5,880)
NET INCOME/(LOSS)	(191,316)
MEMBERS' EQUITY/(DEFICIT) - BEGINNING	-
MEMBERS' EQUITY/(DEFICIT) - ENDING	$ (191,316)

See Accompanying Notes and Independent Auditor's Report.

SPRAY FOAM GENIE INTERNATIONAL, LLC
STATEMENT OF CASH FLOWS
FOR THE PERIOD FROM SEPTEMBER 7, 2022 (Date of Inception) THROUGH DECEMBER 31, 2022

NET INCOME/(LOSS)	$ (191,316)
CASH FLOWS FROM OPERATING ACTIVITIES	
(Increase)/Decrease in:	
Accounts Receivable - Trade	(105,000)
Prepaid Broker Commissions	(219,158)
Prepaid Expenses	(7,500)
Receivables - Related Parties	(66,906)
Increase/(Decrease) in:	
Accounts and Credit Cards Payable	7,419
Contract Liabilities	485,917
Payables - Related Parties	41,599
NET CASH PROVIDED/(USED) BY OPERATING ACTIVITIES	(54,945)
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of Property, Plant and Equipment	(38,613)
NET CASH PROVIDED/(USED) BY INVESTING ACTIVITIES	(38,613)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from Long-term Notes Payable - Members	300,000
(Payments) to Long-term Notes Payable - Members	(873)
NET CASH PROVIDED/(USED) BY FINANCING ACTIVITIES	299,127
NET CHANGE IN CASH AND EQUIVALENTS	205,569
CASH AT BEGINNING OF PERIOD	-
CASH AT END OF PERIOD	$ 205,569

See Accompanying Notes and Independent Auditor's Report.

NOTES TO FINANCIAL STATEMENTS

SPRAY FOAM GENIE INTERNATIONAL LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business and Method of Accounting

Spray Foam Genie International, LLC (the Company) was organized as a Delaware limited liability company on September 7, 2022. The Company owns and operates a business which develops, markets, services and sells services in connection with spray foam insulation; and offers and grants to franchisees licenses to offer the services and to use the proprietary property of the Company in connection with the services. The Company does not operate any outlets. The Company has 2 franchised locations within the United States of America as of December 31, 2022.

Accounting Method

The accompanying financial statement has been prepared on the accrual method of accounting.

Cash and Equivalents

The Company considers all highly liquid investments purchased with original maturities of ninety days or less to be cash equivalents. The Company maintains its cash in bank deposit accounts which, from time to time throughout the year, may exceed amounts insured by the Federal Deposit Insurance Corporation.

Revenue Recognition

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, Revenue from Contracts with Customers (Topic 606) (codified as ASC 606), which, along with subsequent amendments issued after May 2014, replaced substantially all the relevant U.S. GAAP revenue recognition guidance. ASC 606, as amended, is based on the principle that revenue is recognized to depict the contractual transfer of 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 utilizing a new five-step revenue recognition model, the steps include (i) identify the contract(s) with a customer; (ii) identify the performance obligations (promise to provide a distinct good or service, or a series of distinct goods or services) in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when (or as) the entity satisfied a performance obligation.

The company has determined the following in respect to the above five step model.

The company has determined that the franchise agreements entered by the Company with the franchisees meet the definition of a contract as defined under Topic 606, and hence ASC 606 needs to be incorporated in the financial statement.

Included within the franchise agreement are the following bundle of promises that the Company accounted for as a single distinct performance obligation under the License to the Franchisor's Intellectual Property.

- Franchise license
- Advertising and marketing services
- Use of centralized concierge center
- Ongoing operational support

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

The transaction price includes the initial franchise fee (as defined in the franchise agreement), weekly/monthly royalty (as defined in the franchise agreement) of the franchisee's sales for the term of the agreement, and weekly/monthly franchise operations fee (as defined in the franchise agreement) of the franchisee's sales for the term of the agreement. The Company determined that the franchise license is the predominant item in the arrangement. Therefore, the guidance for a sales-based or usage-based royalty in FASB ASC 606-10-55-65 applies. The weekly/monthly royalty and weekly/monthly franchise operations fees (variable consideration) are not estimated and are not included in the transaction price at contract inception until sales occur. The weekly/monthly fees will be allocated to appropriate performance obligations as the sales occur.

The transaction price is allocated to the performance obligation (License to Franchisor's IP) as follows:

- Initial Franchise Fee – The Company determines that the initial franchise fee (as defined in the franchise agreement) relates to the pre-opening services and the franchise license, which are bundled together in one performance obligation

- Sales-Based Fees: Royalty and Franchise Operations – The Company concludes that the sales-based fees should be allocated entirely to the franchise license because the variable consideration relates entirely to the Company's promise to grant the franchise license. The sales-based fees are allocated to the franchise license bundle performance obligation as the sales occur

The franchise license provides the franchisee customer with a right to access the franchisor's IP. The Company should account for a promise to provide a customer with a right to access the Company's IP as a performance obligation satisfied over time because the customer simultaneously will receive and consume the benefit from the Company's performance of providing access to its IP as the performance occurs. The franchisor recognizes the fixed consideration (initial franchise fee) allocable to the franchise license bundle performance obligation over the period of time that the franchisee customer has access to the IP, which would be 5 to 10 years (as agreed to in the franchise agreement). The Company will use time as its measure of progress and will recognize the initial franchise fee on a straight-line basis.

Initial Franchise Fee

The Company grants Spray Foam Genie franchises to approved franchisees. The franchise includes the license to use the brand, initial and ongoing training, access to branded websites and marketing materials, use of proprietary client and employee scheduling software, established business processes and procedures, ongoing business consultation and support, and a protected target area territory, among other features and benefits. A military discount is available when applicable. During 2022, the income recognized by the Company for initial franchise fees was $4,083.

Royalty Income

Pursuant to various franchise agreements, franchisees are required to pay the Company royalties based on a percentage of gross sales, as defined in the individual agreements. These amounts are recognized in the current year as they pertain to current year percent of sales. The ongoing royalty fee is 6% of sales, with minimum weekly fees of $115 in year one, $231 in year two and $415 in subsequent years. During 2022, the income recognized by the Company for royalties was $-0-.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Brand Development Fund Fees

Pursuant to various franchise agreements, franchisees are required to pay the Company a brand development fee based on a percentage of gross sales, as defined in the individual agreements. These amounts are recognized in the current year as they pertain to current year percent of sales. The ongoing brand development fee is 1% of sales, with minimum weekly fees of $50 in year one, $100 in subsequent years. During 2022, the income recognized by the Company for brand development fees was $-0-.

Sales and Market Fee (Call Center Fee)

Pursuant to various franchise agreements, franchisees are required to pay the Company a sales and market fee of $2,000 per month for access to and use of certain technology, including the Sales & Marketing Center, support from the franchisor, and access to the local marketing library. These amounts are recognized in the current year. During 2022, the income recognized by the Company for sales and market fees was $-0-.

Commercial Bidding Fees

Pursuant to various franchise agreements, franchisees are required to pay the Company a commercial bidding fee based on a percentage of gross sales, as defined in the individual agreements. These amounts are recognized in the current year as they pertain to current year percent of sales. The commercial bidding fees is 5% of gross revenue for any commercial jobs that are booked for the franchisee by the franchisor. During 2022, the income recognized by the Company for commercial bidding fees was $-0-.

Income Taxes

The Company is a Limited Liability Company and is treated as a partnership for income tax purposes and as such is not subject to federal income tax. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Members are taxed individually on their share of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the Company's operating agreement.

FASB ASC Topic 740 requires management to perform an evaluation of all income tax positions taken or expected to be taken in the course of preparing the Company's income tax returns to determine whether the income tax positions meet a "more likely than not" standard of being sustained under examination by the applicable tax authorities. The evaluation is required to be performed for all open tax years, as defined by the various status of limitations, for federal and state purposes.

The Company's federal and state income tax returns are subject to examination generally for up to four years after the filing date.

Advertising Costs

The Company follows a policy of charging the costs of advertising to expense as incurred.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts Receivable
Accounts receivable are uncollateralized franchisee obligations due under normal trade terms.

The Company considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they are charged to operations when that determination is made.

Depreciation and Amortization
Depreciation and amortization are computed using the Modified Accelerated Cost Recovery System for financial statement reporting purposes over estimated useful lives ranging from 5 to 39 years. Maintenance and repairs are expenses as incurred.

Use of Estimates
These financial statements have been prepared in conformity with account principles generally accepted in the United States of America. Management is required to make certain estimates and assumptions that affect amounts reported in the financial statements. Actual results may differ from these estimates.

Date of Management's Review
Management has evaluated subsequent events through May 15, 2023, the date on which the financial statement were available to be issued, and found no significant events requiring disclosure.

NOTE 2 – CONCENTRATION OF CREDIT RISK

Financial instruments which potentially subject the Company to a concentration of credit risk consist of cash held in banks. The Company invests available cash in banks with high credit ratings and generally maintains cash balances within FDIC limits, however from time to time this limit may be exceeded. As of December 31, 2022 there were no amount in excess of this limit.

NOTE 3 – PREPAID BROKER COMMISSIONS

Prepaid broker commissions are comprised of unamortized commissions paid by the Company on the sales of franchises. Under FASB ASC 606 and FASB ASC 340-40, the incremental costs of obtaining a contract with a customer are recognized as an asset if the entity expects to recover those costs.

Beginning and ending balances for prepaid broker commissions is reported as follows for the year ended December 31,

	2022
Prepaid broker commissions, Beginning	$ -
Broker commissions paid during year	221,000
Performance obligations satisfied	(1,842)
Prepaid broker commissions, Ending	$ 219,158

NOTE 3 – PREPAID BROKER COMMISSIONS (Continued)

The Company expects to recognize prepaid commissions as expense over the remaining term of the associated franchise agreements as follows:

Year Ended December 31	
2023	$ 22,100
2024	22,100
2025	22,100
2026	22,100
2027	22,100
Thereafter	108,658
	$ 219,158

NOTE 4 – CONTRACT LIABILITIES

Contract liabilities are comprised of unamortized upfront fees received from franchisees. The Company records these liabilities when cash payments are received or due in advance of the Company's performance. Beginning and ending balances for contract liabilities is report as follows for the year ended December 31:

	2022
Contract liabilities, Beginning	$ -
Advance payments received	490,000
Performance obligations satisfied	(4,083)
Contract liabilities, Ending	$ 485,917

The Company expects to recognize revenue from contract liabilities as revenue over the remaining term of the associated franchise agreements as follows:

Year Ended December 31	
2023	$ 49,000
2024	49,000
2025	49,000
2026	49,000
2027	49,000
Thereafter	240,917
	$ 485,917

NOTE 5 – NOTES PAYABLE

Notes payable as of December 31 are as follows:

		2022
Note payable to two 20% members of the Company for the initial capitalization of the Company, dated July 15, 2022, Matures January 1, 2027, $150,000 face value, bearing interest at 6% per month, 51 monthly interest and principal payments of $833 with balloon payment of approximately $145,899.	$	149,664
Note payable to a 20% member of the Company for the initial capitalization of the Company, dated July 15, 2022, Matures September 1, 2027, $150,000 face value, bearing interest at 6% per month, 59 monthly interest and principal payments of $883 with balloon payment of approximately $141,581.		149,463
Total		299,127
Less: Current portion		(2,493)
Notes payable, less current portion	$	296,634

The scheduled future minimum principal maturities for the notes payable are as follows:

Year Ended December 31		
2023	$	2,493
2024		2,880
2025		3,058
2026		3,246
2027		287,450
Thereafter		-
	$	299,127

NOTE 6 – RELATED PARTY TRANSACTIONS

The Company has a Note Payable to Keith and Chris Ryan, who combined owned 40% of the Company. The members loaned $150,000 to the Company as opening operating capital. The note bears interest at 6% per annum and requires monthly interest and principal payments of $833 per month, with a maturity date of January 1, 2027 at which time a balloon payment is due or the note must be refinanced. The Company paid interest of $2,997 during the year ending December 31, 2022 on this note.

The Company has a Note Payable to Somay Holdings, LLC, which is owed 100% by Russell Lewis who owns 20% of the Company. The member loaned $150,000 to the Company as opening operating capital. The note bears interest at 6% per annum and requires monthly interest and principal payments of $883 per month, with a maturity date of September 1, 2027 at which time a balloon payment is due or the note must be refinanced. The Company paid interest of $2,996 during the year ending December 31, 2022 on this note.

The Company has advanced funds to Door Renew International, LLC ("DRI"). DRI is related by common ownership. Greg Longe, managing member of the Company, also owns a controlling interest in DRI. There are no set repayment terms on this advance. The balance owed from DRI to the Company as of December 31, 2022 was $32,500 and is recorded on these financial statements as Receivables – Related Parties on the balance sheet.

The Company has advanced funds to Phoenix Franchise Brands, LLC ("PFB"). PFB is related by common ownership. Greg Longe, managing member of the Company, also owns a controlling interest in PFB. There are no set repayment terms on this advance. The balance owed from PFB to the Company as of December 31, 2022 was $34,406 and is recorded on these financial statements as Receivables – Related Parties on the balance sheet.

The Company has received advanced funds from Fetch! Pet Care, Inc. ("FPC"). FPC is related by common ownership. Greg Longe, managing member of the Company, also owns a controlling interest in FPC. There are no set repayment terms on this advance. The balance owed to FPC by the Company as of December 31, 2022 was $31,999 and is recorded on these financial statements as Payables – Related Parties on the balance sheet.

The Company has received advanced funds from Furry Cuts Petmobile International, LLC. ("FCPI"). FCPI is related by common ownership. Greg Longe, managing member of the Company, also owns a controlling interest in FCPI. There are no set repayment terms on this advance. The balance owed to FCPI by the Company as of December 31, 2022 was $9,600 and is recorded on these financial statements as Payables – Related Parties on the balance sheet.

The Company has an agreement with Phoenix Franchise Brands, LLC ("PFB") for leasing employees. PFB is related by common ownership. Greg Longe, managing member of the Company, also owns a controlling interest in PFB. During the year ending December 31, 2022, the Company paid or accrued employee leasing costs to PFB in the amount of $70,249.

NOTE 7 – LITIGATION

As of December 31, 2022, the Company is not a party to any litigation.

SUPPLEMENTARY INFORMATION

SPRAY FOAM GENIE INTERNATIONAL, LLC
SCHEDULES OF FRANCHISING-RELATED AND ADMINISTRATIVE EXPENSES
FOR THE PERIOD FROM SEPTEMBER 7, 2022 (Date of Inception) THROUGH DECEMBER 31, 2022

Franchising-Related Expenses	
Advertising and Marketing	$ 10,849
Broker Commissions	1,842
Conference Fees	22,500
Dues and Subscriptions	15,000
Call Center Fees	4,500
Franchise Support	10,350
Consulting Fees	6,000
Travel Expenses	6,929
Total Franchising-Related Expenses	$ 77,970
Administrative Expenses	
Bank Service Fees	$ 64
Leased Employees	70,249
Legal Fees	29,078
Other Professional Fees	12,158
Total Administrative Expenses	$ 111,549

See Accompanying Notes and Independent Auditor's Report.

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TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT J. STATE SPECIFIC ADDENDUMS

TO THE SPRAY FOAM GENIE FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA STATE ADDENDUM DISCLOSURES:

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

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

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

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

5. Item 6 of the Franchise Disclosure Document is hereby revised to note that the highest interest rate allowed in California is 10%.

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

7. The franchise agreement requires all disputes be resolved in Michigan. 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) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

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

10. Franchisees and spouses must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

11. 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 or 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. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the

franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

12. The territory is not exclusive. You may face competition from other franchisees, from franchisor owned outlets or from other channels of distribution or competitive brands franchisor controls.

13. The franchise agreement contains provisions that limit franchisee's rights and may not be enforceable in California including but not limited to a time limit to raise claims against the franchisor, limitation of damages and waiver of jury trial.

14. 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.

15. OUR WEBSITE, www.sprayfoamgenie.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION: website www.dfpi.ca.gov; and email Ask.DFPI@dfpi.ca.gov.

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

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Hawaii Franchise Investment Law:

The following list reflects the status of our franchise registrations in the states which have franchise registration laws:

- This registration is effective in the states of Florida, Indiana, Kentucky, Nebraska, Texas, and Virginia.

- There are no states which have refused, by order or otherwise, to register these franchises.

- There are no states which have revoked or suspended the right to offer these franchises.

The release required as a condition of renewal, assignment, and transfer will not apply to any liability arising under the Hawaii Franchise Investment Law.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise offering circular, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Hawaii Franchise Investment Law:

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.,* the Franchise Agreement is amended as follows:

(a) The Hawaii Franchise Investment Law provides rights to you concerning non-renewal, termination, and transfer of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

(b) A general release required as a condition of the renewal, assignment, or transfer of the Franchise Agreement or the franchise granted hereunder shall not apply to any claim or liability arising under the Hawaii Franchise Investment Law.

2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR: **SPRAY FOAM GENIE INTERNATIONAL, LLC**	FRANCHISEE**:**
By:_____ Its:_____	By:_____ Its:_____
Date:_____	Date:_____

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement.

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

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

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

Due to our financial condition, the Illinois Attorney General's requires us to defer payment of the Initial Franchise Fee owed by franchisees to the franchisor until the Franchisor has completed its pre-opening obligations under the franchise agreement.

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

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT AND OTHER AGREEMENTS

Illinois law governs the Franchise Agreement.

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

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

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

Section III.A of the Franchise Agreement is amended as follows:

> Due to our financial condition, the Illinois Attorney General's requires us to defer payment of the Initial Franchise Fee owed by franchisees to the franchisor until the Franchisor has completed its pre-opening obligations under the franchise agreement.

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

The parties are signing this addendum concurrently with the Franchise Agreement and Franchise Related Agreements to which it is attached.

FRANCHISOR: **SPRAY FOAM GENIE INTERNATIONAL, LLC**	FRANCHISEE**:**
By:_____ Its:_____	By:_____ Its:_____
Date:_____	Date:_____

INDIANA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law:

THE STATE OF INDIANA HAS STATUTES WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE [INDIANA CODE §§23-2-2.5-1 THROUGH 23-2-2.5-50]. THIS STATE ALSO HAS COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF INDIANA HAS A STATUTE WHICH RESTRICTS OR PROHIBITS THE IMPOSITION OF LIQUIDATED DAMAGE PROVISIONS [INDIANA CODE §23-2-2.7(10)]. A PROVISION IN THE FRANCHISE AGREEMENT WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101.

A general release required as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

The franchise agreement does not expressly give you the right to terminate, but Indiana law may give you the right to terminate if we commit a substantial breach of the franchise agreement.

Any provision in the franchise agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.

In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law will prevail.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise offering circular, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

1. A general release required as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

2. Any provision in the Franchise Agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.

3. In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law shall prevail.

4. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:
SPRAY FOAM GENIE INTERNATIONAL, LLC

By:_____
Its:_____

Date:_____

FRANCHISEE**:**

By:_____
Its:_____

Date:_____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Maryland Franchise Registration and Disclosure Law:

ITEM 5

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

ITEM 17

The general release required as a condition of renewal, assignment, or transfer does not apply to any claims that arise under the Maryland Franchise Registration and Disclosure Law.

The franchise agreement provision which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

You may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

This franchise agreement provides that disputes are resolved through litigation on Michigan. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The disclosure document, franchise agreement, development agreement and any document signed in connection with the franchise are supplemented with the following language:

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

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached are amended as follows to comply with the Maryland Franchise Registration and Disclosure Law:

1. Section III.A of the Franchise Agreement is amended as follows:

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

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

3. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The franchise agreement provides that disputes are resolved through litigation on Michigan. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law.

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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

7. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

8. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR: **SPRAY FOAM GENIE INTERNATIONAL, LLC**	FRANCHISEE**:**
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

FOR RESIDENTS OF THE STATE OF MICHIGAN

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

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

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

3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for a 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.

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

5. 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.

6. 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.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for a 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:

8.

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

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

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

(d) 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.

9. 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 paragraph 3 above.

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

11. If the Franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000 the Franchisee may request the Franchisor to arrange for the escrow of initial investment and other funds paid by the Franchisee until the obligations, if any, of the Franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the Franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding the notice of this offering on file with the attorney general should be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913 (517) 373-7117.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Minnesota Franchise Law:

Item 5: The Minnesota Department of Commerce requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The Minnesota Department of Commerce requires that the franchisor indemnifies Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes trademark rights of the third party. The franchisor does not indemnify against the consequences of the franchisee's use of the franchisor's trademark except in accordance with the requirements of the franchise.

Minnesota Rules, 1989, Department of Commerce, Chapter 2860, Section 4400D prohibits a franchisor from requiring a franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, Section 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.

Minn. Rule 2860.4400J states that it is unfair and inequitable for a franchisor to require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or to consent to liquidated damages, termination penalties, or judgment notes. Any language found in the disclosure document or Franchise Agreement contrary to this rule is amended so that it does not apply to Minnesota franchisees.

THE STATE OF MINNESOTA HAS STATUTES WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF MINNESOTA ALSO HAS COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. WITH RESPECT TO FRANCHISES GOVERNED BY MINNESOTA LAW, THE FRANCHISOR MUST COMPLY WITH MINNESOTA STATUTE 80C.14, SUBDIVISIONS 3, 4 AND 5, WHICH REQUIRE, EXCEPT IN CERTAIN SPECIFIC CASES, THAT A FRANCHISEE BE GIVEN 90 DAYS NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS NOTICE FOR NONRENEWAL OF THE FRANCHISE AGREEMENT. A PROVISION IN THE FRANCHISE AGREEMENT WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF MINNESOTA HAS COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE FRANCHISE AGREEMENT HAS ENDED. LIQUIDATED DAMAGE PROVISIONS ARE VOID UNDER MINNESOTA LAW.

Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the requirement that all litigation must take place in California shall not in any way abrogate or reduce any rights of the franchise as provided for in Minnesota Statutes, Chapter 80C.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee is given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the franchise agreement.

NSF checks and related interest and attorneys' fees are governed by Minn. Stat. Sec 604.113, which puts a cap of $30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.

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

The Limitations of Claims section must comply with Minnesota Stat. Sec. 80C.17, subd. 5.

Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

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

To the extent this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Minnesota Franchise Law:

1. A general release required as a condition of renewal, assignment, or transfer does not apply to any claim or liability arising under the Minnesota Franchise Law.

2. Franchisor shall protect the right of Franchisee to use the Marks in accordance with the requirements of the Franchise Agreement.

3. The final two paragraphs of provision XXI(B) are hereby deleted.

4. Section XXIII(D) does not apply to any action to enforce any liability created by the Minnesota Franchise Law. Any claim arising under the Minnesota Franchise Law may be brought in the state of Minnesota.

5. The representations contained in section XXIII(A) of the Franchise Agreement do not act as a release, estoppel, or waiver of any liability arising under the Minnesota Franchise Law.

6. Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchise Agreement does not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes, Chapter 80C. These statutes prohibit Franchisor from requiring litigation to be conducted outside Minnesota or abrogating or reducing any of Franchisee's rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

7. With respect to franchises governed by Minnesota law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee is given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement.

8. NSF checks and related interest and attorneys' fees are governed by Minn. Stat. Sec 604.113, which puts a cap of $30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.

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

10. The Limitations of Claims section must comply with Minnesota Stat. Sec. 80C.17, subd. 5.

11. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

12. The Minnesota Department of Commerce requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

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

14. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR: **SPRAY FOAM GENIE INTERNATIONAL, LLC**	FRANCHISEE**:**
By:_____ Its:_____	By:_____ Its:_____
Date:_____	Date:_____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT 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, 28 LIBERTY ST. 21ST FLOOR NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or

exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (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 that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

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

5. 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.

6. 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.

7. 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.

8. 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.

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

1. 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.

2. 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.

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the North Dakota Franchise Investment Law:

Covenants restricting or prohibiting your right to compete after the termination or expiration of your franchise agreement are generally considered unenforceable in the State of North Dakota.

The release required as a condition of renewal and/or assignment/transfer will not apply to any liability arising under the North Dakota Franchise Investment Law.

Any provision of the franchise agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.

Any mediation or arbitration, if necessary, will take place at the American Arbitration Association office nearest your business Site.

Any provision of the franchise agreement requiring you to waive the right to a trial by jury is void.

Any provision of the franchise agreement requiring you to waive exemplary or punitive damages is void.

Any provision of the franchise agreement requiring you to consent to a statute of limitations that is shorter than the applicable North Dakota statute of limitations is void.

North Dakota requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the North Dakota Franchise Investment Law:

1. A general release required as a condition of renewal and/or assignment/transfer shall not apply to any claim or liability arising under the North Dakota Franchise Investment Law.

2. Any provision of this Agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.

3. Section 15.1 is amended by the addition of the following sentence:

   "Covenants not to compete such as the one described above are generally considered unenforceable in the State of North Dakota."

4. The final two paragraphs of provision XXI(B) are hereby deleted.

5. North Dakota requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

6. Section XXIII(D) does not apply to any action to enforce any liability created by the Minnesota Franchise Law. Any claim arising under the Minnesota Franchise Law may be brought in the state of North Dakota.

7. The parties are signing this addendum simultaneously with the Franchise Agreement to which it is attached.

SPRAY FOAM GENIE INTERNATIONAL , LLC	BUSINESS ORGANIZATION FRANCHISEE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

INDIVIDUAL FRANCHISEE:	INDIVIDUAL FRANCHISEE:
_____	_____
Signature	*Signature*
Date: _____	Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Rhode Island Franchise Investment Act:

A condition, stipulation or provision requiring a franchise to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this act or a rule or order under this act is void.

A provision is 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.

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Rhode Island Franchise Investment Act.

1. A general release required as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Rhode Island Franchise Investment Act.

2. Any provision in the Franchise Agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

FRANCHISOR:
SPRAY FOAM GENIE INTERNATIONAL, LLC

By:_____
Its:_____

Date:_____

FRANCHISEE**:**

By:_____
Its:_____

Date:_____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

ITEM 5

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

The following statements are added to Item 17.h.

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

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

Section III.A. of the Franchise Agreement is amended as follows:

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

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

FRANCHISOR:	FRANCHISEE**:**
SPRAY FOAM GENIE INTERNATIONAL, LLC	
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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 mediation involving a franchise purchased in Washington, the mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the mediation, or as determined by the mediator at the time of 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 disclosure document, franchise agreement, development agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any

statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Washington Franchise Investment Protection Act:

1. The State of Washington has a statute, RCW 19.100.180, that 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 that may supersede the franchise agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

2. In any mediation involving a franchise purchased in Washington, the mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the mediation, or as determined by the mediator at the time of 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.

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

4. 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 that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

6. 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.

7. 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.

8. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise

Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

9. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:	FRANCHISEE**:**
SPRAY FOAM GENIE INTERNATIONAL, LLC	
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Wisconsin Franchise Investment Law and the Wisconsin Fair Dealership Law:

THE WISCONSIN FAIR DEALERSHIP LAW SUPERSEDES ANY PROVISION OF THE FRANCHISE AGREEMENT THAT IS INCONSISTENT WITH THAT LAW. THE STATE OF WISCONSIN MAY ALSO HAVE COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE RELATIONSHIP IN RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS WHICH RESTRICT THE IMPOSITION OF LIQUIDATED DAMAGES. THE IMPOSITION OF LIQUIDATED DAMAGES IS ALSO RESTRICTED BY FAIR PRACTICE LAWS, CONTRACT LAW, AND STATE AND FEDERAL COURT DECISIONS. A PROVISION IN THE FRANCHISE AGREEMENT WHICH TERMINATED THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE FRANCHISE AGREEMENT HAS ENDED.

We may revoke our approval of any previously approved supplier at any time if the quality of the product or the supplier's financial condition or ability to satisfy your requirements do not continue to meet our satisfaction.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Wisconsin Fair Dealership Law:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats., supersedes any inconsistent provisions of the Franchise Agreement.

2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:
SPRAY FOAM GENIE INTERNATIONAL, LLC

By:_____
Its:_____

Date:_____

FRANCHISEE**:**

By:_____
Its:_____

Date:_____

State Effective Dates

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

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

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	May 16, 2023
Maryland	September 5, 2023
Michigan	May 15, 2023
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	June 19, 2023
South Dakota	June 21, 2023
Virginia	Not Registered
Washington	Not Registered
Wisconsin	May 16, 2023

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

Item 23. RECEIPT

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

If Spray Foam Genie International, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that Spray Foam Genie International, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Spray Foam Genie International, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit I.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Kevin Longe – Chief Executive Officer, Chris Ryan–Chief Operations Office, Keith Ryan– Chief Technical Officer, and Greg Longe – Chief Strategy Officer 119500 Victor Parkway, Livonia MI 48152, 513-399-6635, Doug Schadle, Rhino 7 Consulting, 431 Keisler Drive, Ste; 201 Cary, NC 919-977-9518, Joe Schadle, Rhino 7Consuting, 431 Keisler Drive, Ste; 201 Cary, NC 919-977-9519 and:_____
_____. .

Issuance Date: May 15, 2023, as amended December 15, 2023. Our registered agents authorized to receive service of process for us are listed in Exhibit H. I have received a disclosure document dated May 15, 2023, as amended December 15, 2023. This disclosure document included the following Exhibits:

EXHIBIT A.	**FRANCHISE AGREEMENT**	**EXHIBIT F.**	**LIST OF FRANCHISEES**
EXHIBIT B.	**FRANCHISEE DISCLOSURE QUESTIONNAIRE**	**EXHIBIT G.**	**LIST OF FRANCHISEES THAT LEFT THE SYSTEM**
EXHIBIT C.	**RELEASE OF CLAIMS**	**EXHIBIT H.**	**FINANCIAL STATEMENTS**
EXHIBIT D.	**CONSULTING AGREEMENT**	**EXHIBIT I.**	**TABLES OF CONTENTS OF OPERATING MANUAL**
EXHIBIT E.	**STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS**	**EXHIBIT J.**	**STATE SPECIFIC ADDENDUMS**

Date	Signature	Print Name
Date	Signature	Print Name

KEEP THIS COPY FOR YOUR RECORDS

RECEIPT

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

If Spray Foam Genie International, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that Spray Foam Genie International, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Spray Foam Genie International, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit I.

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EXHIBIT E.	**STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS**	**EXHIBIT J.**	**STATE SPECIFIC ADDENDUMS**

Date	Signature	Print Name
Date	Signature	Print Name

RETURN TO: Spray Foam Genie International, LLC at 119500 Victor Parkway, Livonia MI 48152