FRANCHISE DISCLOSURE DOCUMENT

Techtron Franchising LLC
a Delaware limited liability company
2040 North Ferry Street
Anoka, MN 55303
1.800.264.8929
https://www.techtronenv.com

Techtron Franchising LLC offers individual franchises for the operation of a Techtron Environmental Solutions® franchised business ("Franchised Business") that offers mobile lab testing services for asbestos, mold, lead, and soot testing directly at clients' locations under the Techtron Environmental Solutions Marks and System.

The total investment necessary to begin operation of a Techtron Environmental Solutions franchised business in a single territory is from $151,550 to $203,050. This includes $70,000 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Techtron Environmental Solutions franchised business in two to three territories is from $201,550 to $293,050. This includes $120,000 to $160,000 that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 Franchise Sales at Techtron Franchising LLC at 2040 North Ferry Street, Anoka, MN 55303, or at 1-800-264-8929.

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

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

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

Issuance Date: April 30, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about territory 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 Attachment C.
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 Attachment A 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 territories.
Will my business be the only Techtron Environmental Solutions 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 Techtron Environmental Solutions franchisee?	Item 20 or Attachment C 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 Attachments 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 Attachment D.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration only in Minnesota. Out-of-state dispute resolution may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with the franchisor in Minnesota 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.

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

To simplify the language in this disclosure document, "we" and "us" means Techtron Franchising LLC, the franchisor. "You" means the person who buys the franchise. If a corporation, partnership or limited liability company buys a franchise, "you" also may refer to the shareholders of the corporation, partners of the partnership or members of the limited liability company.

The Franchisor

We are a Delaware limited liability company formed in October 2025. Our principal place of business is at 2040 North Ferry Street, Anoka, MN 55303. Our telephone number is 1-800-264-8929. Our agents for service of process are disclosed in Attachment D. We do not conduct business in any other line of business, and we have not offered franchises in any other line of business.

Our Business Experience and Affiliates.

We began franchising in November 2025. We have no parent company. Our affiliate, Techtron Environmental Solutions LLC ("TES") acquired the Techtron Environmental Solutions business from Techtron Engineering, Inc. in June 2023. TES' predecessor operated mobile labs under the name "Techtron Engineering" from 2017 until it sold its business to TES in June 2023. TES currently operates a Techtron Environment Solutions business out of five metro areas: Des Moines, Iowa; Minneapolis, Minnesota; Kansas City, Missouri; St. Louis, Missouri; and Omaha, Nebraska. Our affiliate shares our principal business address. TES entered into one joint venture agreement for the operation of Techtron Environmental Solutions business in Oregon. Our affiliate does not provide products or services to the Techtron Environmental Solutions franchisees.

Except as described above, we have no other parents, predecessors or affiliates. We do not operate any other business except as described and have not, and do not, offer franchises in any other line of business.

Franchise Offered

You will receive the right to own and operate an individual Franchised Business that offers and sells mobile lab testing services for asbestos, mold, lead, and soot testing directly at clients' locations, and such other products, materials, and services we approve and require for the Franchised Business. The Franchised Business will offer the services we approve and use certain distinctive types of equipment (including the computer system) supplies, confidential information, business techniques, proprietary software, servicing techniques, methods and procedures, and sales promotion programs, as we periodically may modify and further improve (collectively, the "System"). You will provide the services offered by the Franchised Business through a mobile lab (a "Mobile Lab"). The Franchised Business may be operated from a location within one or more protected territories that we designate (each territory, a "Protected Territory"). The office may be located at your residence so long as you have dedicated office space at your residence and your residence is located within the Protected Territories.

The industrial hygienists that you hire and who have successfully completed our designated training program and all mandatory follow-up training programs will be responsible for performing the testing services on behalf of your Franchised Business ("Industrial Hygienists").

Market and Competition

The market for lab testing services for asbestos, mold, lead, and soot is well developed and includes both local businesses and national chains. Your competition will include other businesses offering lab testing services for asbestos, mold, lead, and soot.

Laws, Licenses and Permits

You should be aware of state and local government zoning ordinances and regulations in your proposed Protected Territories. You also will need to obtain certain licenses, credentials, and qualifications to perform certain services (such as asbestos and lead testing). Most of those requirements are at the state level and can vary from state to state, although asbestos and lead also have federal requirements. Each Franchised Business must comply with all federal, state and local laws, and we urge you to become familiar with these specific laws and regulations governing the operation of a Franchised Business in your state. For example, you must comply with all OSHA and EPA regulations and requirements. You also must operate your Franchised Business in compliance with all data protection and privacy laws and all employment and wage and hour laws. You also should check with your state and local authorities to determine if there are additional requirements.

ITEM 2

BUSINESS EXPERIENCE

Brian Meyer – Owner

Brian has been our Owner since October 2025. Additionally, Brian has been the owner of Techtron Environmental Solutions LLC since its inception in June 2023. Brian also is the CEO of Square One Reconstruction, the owner of BAAO, LLC and B&B Meyer, LLC, and a business partner of B Square, LLC.

Ed Baldwin – President

Ed has been our President since October 2025. Prior to this, Ed held senior leadership roles in HR and organizational development at global companies including Cambrex in Bloomington, Minnesota, from February 2022 to May 2023, and Mikron based in Denver, Colorado, from November 2018 to February 2022. Additionally, Ed has been the President of Techtron Environmental Solutions LLC since June 2023.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5

INITIAL FEES

The "Initial Franchise Fee" for a single Protected Territory with a minimum of 200,000 households is $60,000. The Initial Franchise Fees for two contiguous Protected Territories is $110,000. The Initial Franchise Fees for three contiguous Protected Territories is $150,000. For any additional contiguous Protected Territories, the Initial Franchise Fee will increase by $40,000 per Protect Territory.

You also must pay us a training fee of $10,000 for you and your Designated Manager to attend initial training and for one Industrial Hygienist to attend the designated Industrial Hygienist training program, for up to 6 weeks.

We offer a Veteran discount to honorably discharged veterans of the United States armed forces and their spouses. We will reduce the Initial Franchise Fee for your first Protected Territory by 10% for veterans and/or their spouses who have received an honorable discharge from the military and meet our qualifications for a Techtron Environmental Solutions Franchised Business.

All fees described above are due and payable when you sign the Franchise Agreement, are fully earned by us upon receipt, and are non-refundable.

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ITEM 6

OTHER FEES

Type Of Fees (1)	Amount	Due Date	Remarks
Royalty Fee	8% of Gross Revenue (See Note 2)	Payable monthly on or before the 10th day of the month based on Gross Sales for the preceding month, or as we otherwise described in the Operations Manual, and by electronic funds transfer ("EFT").	Each calendar year, you must pay us an annual minimum Royalty Fee equal to 8% of the Minimum Performance Requirement Per Protected Territory (See Note 3)
Brand Fee	Up to 2% of Gross Revenue – starting at .5%	Payable by EFT at same time as Royalty Fee	(See Note 4)
Minimum Local Advertising Spend Requirement	For each Protected Territory, you will be required to spend a minimum of 2% of Gross Revenues on local marketing per year.	When incurred	(See Note 5)
Technology Fees	Currently, $300 per month per Protected Territory	Payable by EFT at same time as Royalty Fee	For any technologies that we invoice you for directly. Paid at the same time and manner as the royalty. We may impose or change the Technology Fee upon 90 days' notice to you, provided that the Technology Fee will not be more than our costs plus 20%
Technical Review Fees	Currently, $25 to $50 per test	When audit completed	Audits required for reports produced by new or apprentice hygienists for approximately 6 months. We may increase this fee up to 20% per year.
Industrial Hygienist Training	Currently, $2,000 per week for up to 6 weeks	Prior to attending training	After your first Industrial Hygienist, each Industrial Hygienist must attend our designated training program. We may increase this fee up to 20% per year.
Ongoing Training Fees	Up to $300 per training session	As required	For additional scheduled training at the franchisor's home office or a regional training center. You are responsible for the compensation, travel, lodging and living expenses your Designated Owner, your Manager, your Industrial Hygienist, and your employees incur in attending any required ongoing training. We may increase this fee up to 20% per year.
Additional Training Assistance	Currently $1,000 per day, per trainer, plus the trainer's travel and related expenses	As requested or required	Paid to us if you request additional training above our normal training offerings, or if we require additional training in the event your location is operating below required standards. We may increase this fee up to 20% per year.

Type Of Fees (1)	Amount	Due Date	Remarks
Renewal Fee	10% of the then-current initial franchise fee	Prior to the execution of your successor agreement	
Transfer Fee	50% to 75% of the then-current franchise fee $1,500 for internal transfers	Paid when Franchise Agreement, assets, or interest in you is transferred	You are responsible for any broker fees. 50% of the then-current initial franchise fee if the transfer is to an existing franchisee. 75% of the then-current initial franchise fee if the transfer is to a franchisee not currently in our system. $1,500 if you request us to approve a change in shares that does not impact the controlling interest in the franchisee entity
Insufficient Funds	$250	As required	An insufficient funds fee is due any time an EFT withdrawal is denied due to insufficient funds in your account
Insurance Policies	Amount of unpaid premiums plus our expenses for obtaining the policies required	As required	Payable only if you fail to maintain the types and limits of insurance that the franchisor requires for your business
Non-Compliance Fee	Up to $1,000 per occurrence	When incurred	(See Note 6)
Interest Expenses	Lesser of 18% per year or the maximum rate permitted by law, plus $250 per occurrence for insufficient funds	When due	Payable if you do not timely pay any fees or amounts owed to us or our affiliates.
Supplier Evaluation	Currently, not collected	When incurred	(See Note 7) If collected, the evaluation will not be more than our actual costs plus 20%
Annual Conference Registration	Currently, $600 per attendee plus travel and related expenses	Before attending the Annual Conference	(See Note 8) We may increase this fee up to 20% per year.
Mystery Shopper and Quality Assurance	Reimbursement of costs, but currently, not collected	On demand	(See Note 9)
Designated Accounts Program	Currently, not collected	When incurred	When implemented, you will participate in any regional or national accounts program we designate and as described in the Manuals.
Management of the Franchised Business	Will vary under circumstances	When incurred	(See Note 10)
Costs and Attorneys' Fees	Will vary under circumstances	When incurred	The non-prevailing party will pay Costs and Attorneys' Fees for disputes under the Franchise Agreement
Audit	Cost of audit and related expenses plus interest	When incurred	(See Note 11)
Income and Sales Taxes	We may collect from you the cost of all taxes arising from our licensing of intellectual property to you in the state where your Franchised Business is located, as well as any assessment on fees and any other income we receive from you.	Payable, when applicable, by electronic funds transfer.	Only imposed if state collects these taxes or assessments.

Notes:

(1) Type of Fees. Unless otherwise noted, all fees are payable to us, are non-refundable and are uniformly imposed, although we may occasionally reduce or waive fees. We reserve the right to require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer, credit card, or other similar means, as described in the Franchise Agreement and Manuals. If payments are required in this method, you must comply with our procedures and perform all acts and deliver and sign all documents, including authorization (in the form attached as Exhibit B to the Franchise Agreement or any other form that we may require or accept) for direct debits from your Franchised Business's bank operating account, which may be necessary to assist in or accomplish payment by this method. Under this procedure you shall authorize us or our affiliates to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us or our affiliates and any interest that may be owing. You shall make the funds available to us or our affiliates for withdrawal by electronic transfer no later than the payment due date. If you have not timely paid the Royalty, Brand Fee or any other fee due to us or our affiliates for any month, then we or our affiliates shall be authorized, at our option, to debit your account for the Royalty (including the Royalty Catch-Up), Brand Fee and other applicable fees. A payment will be deemed delinquent if we or our affiliates do not receive the payment on or before the payment due date, or if there are insufficient funds in your bank account to collect the payment by a transfer of funds on or after the payment due date.

(2) Gross Revenue Definition. "Gross Revenue" means the aggregate amount of all sales of goods and services, whether for cash, by check, credit card or otherwise, made or provided at or in connection with the Franchised Business. The term "Gross Revenue" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes that you pay or accrue. For the purposes of the Franchise Agreement, a sale occurs at the time the services are performed.

(3) Annual Royalty Catch-Up. Each reporting year, the annual amount of royalties paid to us must equal or exceed 8% of the Minimum Performance Requirement Per Protected Territory (as described in Item 12). If that amount of royalties is less than 8% of the Minimum Performance Requirement Per Protected Territory, then you will pay us the "Royalty Catch-Up", which is the difference between (i) 8% of the Minimum Performance Requirement Per Protected Territory for the applicable reporting year, and (ii) the Royalty Fees you paid us. If due, then you will pay us the Royalty Catch-Up within 30 days following the end of each reporting year.

(4) Brand Fee. During the term of the Franchise Agreement, you will pay us a system marketing fee (the "Brand Fee"). The Brand Fee is equal to .5% of Gross Revenue per month and may be raised up to 2% of Gross Revenue per month with 90 days advance notice. You will pay the Brand Fee in the same manner and at the same time as the Royalty Fee. You will pay us your first Brand Fee once you collect the first occurrence of Gross Revenue. We will place all Brand Fees we receive in the Brand Fund and we will manage the Brand Fund, as described in Item 11.

(5) Minimum Local Advertising Spend Requirement. Each year, you will be required to spend a minimum of 2% of Gross Revenues on local marketing on "approved" advertising and promotional activities in each Protected Territory per year, as designated in Exhibit A to the Franchise Agreement (the "Minimum Local Advertising Spend Requirement"). The minimum required local marketing spend may be increased up to 10% annually during the term of the Franchise Agreement. Each year, we will notify you what the minimum spend on local marketing will be for the upcoming 12 month period. If you fail to spend the minimum amount required for approved Minimum Local Advertising Spend Requirement, you will deposit with us the difference between what you should have spent

(6) Non-Compliance Fee. All Non-Compliance Fees will be imposed according to the schedule stated in the Manuals. Our right to charge you a Non-Compliance Fee does not limit our right to terminate the Franchise Agreement or take other action permitted under the Franchise Agreement and applicable law.

(7) Supplier Evaluation. If you propose to purchase any supplies, materials, equipment, vehicles, or signs we have not then approved, or any items from any supplier we have not then approved, you must notify us in writing and provide to us (at our request) sufficient specifications, photographs, drawings and other information or samples for us to determine whether the supplies, materials, equipment, vehicles or signs comply with our specifications and standards, or the supplier meets our approved supplier criteria, which determination we will make and communicate in writing to you within a reasonable time (generally 30 days).

(8) Annual Conference Registration. You must attend our annual franchise conference that we sponsor or designate, pay our then-current fee which is currently $600 per attendee, and any costs you incur to attend the conference. You will have to pay the Annual Conference Registration for two people even if you fail to attend.

(9) Mystery Shopper and Quality Assurance. You must participate in any mystery shopper or quality assurance program we designate, and you may be required to pay a fee to participate in the programs. If you do not receive a passing score in connection with any mystery shopper or quality assurance program, you may be required to reimburse us for any costs or expenses we incur.

(10) Management of the Franchised Business. If you (or the Designated Owner) die or are permanently disabled, then your executor or other personal representative or the remaining Principal Owners must appoint a competent Manager acceptable to us within 30 days. If no Manager is appointed, we may step in to manage the Franchised Business and charge you a reasonable fee.

(11) Audit. This fee is payable only if an audit shows an understatement of 2% or more of Gross Revenue in any month, or an audit is required because you did not provide us with required information in a timely manner.

(12) Application of Payments. We may apply against amounts due to us or any of our affiliates any payments received from you or any indebtedness of us to you.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(1 Territory)

Type Of Expenditures (Note 1)	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee for 1 Protected Territory (Note 2)	$60,000	Lump Sum	When you sign the Franchise Agreement	Us
Mobile Lab (Note 3)	$21,500 - $29,200	Lump Sum	As Incurred	Third Party Supplier
Training Fee	$10,000	Lump Sum	As Incurred	Us
Office Equipment, Computers, Office Supplies (Note 4)	$1,000 - $3,000	Lump Sum	As Incurred	Third Party Suppliers
Vehicle Insurance (for 3 months)	$1,050 - $2,100	Lump Sum	As Incurred	Third Party Suppliers
Business License and Permits (Note 5)	$500 - $2,000	Lump Sum	As Incurred	Governmental Agencies & Departments
Professional Fees (Note 6)	$1,000 - $1,750	Lump Sum	As Incurred	To your attorney/accountant
Business Insurance (for 3 months)	$1,500 - $3,000	Lump Sum	As Incurred	Third Party Suppliers
Travel Expenses Related to Initial Training (Note 7)	$5,000 to $7,000	Lump Sum	As Incurred	Third Party Suppliers
XRF Equipment (Note 8)	$0 to $25,000	Lump Sum	As Incurred	Third Party Suppliers
Additional Funds (Working Capital for 3 months) (Note 8)	$50,000 - $60,000	Lump Sum	As Incurred	Third Party Suppliers
TOTAL (Notes 9)	$151,550 - $203,050			

Notes:

(1) Type of Expenditure. Except where otherwise noted, all fees that you pay to us are non-refundable. We and our affiliates do not offer direct or indirect financing to franchisees for any items. Third party lessors, contractors and suppliers will decide if payments to them are refundable. We assume that you will be operating your business from your home and will not need office space in the initial months of operation.

(2) Initial Franchise Fee. You pay us the Initial Franchise Fee as more fully described in Item 5.

(3) Mobile Lab. You will lease or finance the Mobile Lab from our designated supplier, currently Pritchard Commercial. The Mobile Lab will be fully equipped and outfitted. The estimate above represents the required down payment of $13,100 to $15,100 plus 4 to 5 months of monthly payments ranging from $2,100 to $2,820 per month. The low end of the estimate assumes you elect a RAM ProMaster and the higher end assumes you elect a Ford Transit. The Mobile Lab

includes designated microscopes, hood, incubator, toolkit, Protimiter, ladder, chair, monitor, lab supplies, and van camera/GPS.

(4) Office Equipment, Computers, Office Supplies. This amount reflects the amount you may pay for the Computer System hardware and software which we designate for use in your Franchised Business. If you already own computer hardware that meets our requirements for any required software, you may not need to purchase any additional computer hardware.

(5) Business Licenses and Permits. This amount includes estimates for business licenses and permits and will vary depending on state and local requirements.

(6) Professional Fees. Professional fees include attorneys fees and accounting fees.

(7) Travel Expenses Related to Initial Training . We do not charge a fee for attendance to the Initial Training Program (as defined in Item 11) for the Designated Owner/Manager. This estimate includes the estimated expenses related to travel and accommodation the Designated Owner/Manager's and on Industrial Hygienist's participation in the initial training program. . You are responsible for all travel and accommodation costs and expenses for attendees. The estimate included in the table above includes estimates for travel expenses for one person to attend the Initial Training Program.

(8) XRF Equipment. This amount estimates the expense you will incur should you choose to purchase XRF equipment to provide services related to lead testing. You are not required to offer lead testing.

(9) Additional Funds - 3 Months. This amount estimates the expenses you will incur during the first three months of Franchised Business operations, including fuel and mileage, temperature controlled product storage facility, consumables, payroll expenses (including the first three months of pay for the Industrial Hygienist), miscellaneous supplies, uniforms, and bookkeeping services, professional fees (such as attorneys or accountants). We relied on our affiliate's experience operating a Techtron Environmental Solutions business. These amounts are estimates, and we cannot guarantee that you will not incur additional expenses in starting your Franchised Business.

(10) Total. This total is an estimate of your pre-opening initial investment and the estimated expenses you likely will incur during the first three months of Franchised Business operations. The total is based on TES' experience in operating the company-owned Techtron Environmental Solutions business in Minnesota since June 2023. It is also based on our sourcing estimates for other expenses, including the van, van wrap, and equipment used in the business.. We cannot guarantee that you will not have additional expenses in starting or operating your Techtron Environmental Solutions Franchised Business. You should review this amount carefully with a business advisor before deciding to purchase the franchise.

YOUR ESTIMATED INITIAL INVESTMENT
(2 to 3 Territories)

Type Of Expenditures	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee for 2 to 3 Protected Territories (Note 1)	$110,000 to $150,000	Lump Sum	When you sign the Franchise Agreement	Us
All other expenses as listed in the prior table, except the initial franchise fee	$91,550 to $143,050	As specified in the prior table	As specified in the prior table	As specified in the prior table
TOTAL (Notes 1)	$201,550 to $268,050			

Note 1: As explained in Item 5, you will pay us an Initial Franchise Fee of $110,000 for two territories and $150,000 for three territories.

Note 2: This estimate shows your estimated initial cost for signing a single Franchise Agreement for two to three territories.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure a uniform image and uniform quality of products and services throughout the Techtron Environmental Solutions system, you must maintain and comply with our quality standards. We will provide you with our Manuals and various bulletins and notices that will contain these standards. As we determine trends in the marketplace or develop new marketing techniques, technologies, products and services, we anticipate that we will develop and modify our standards as we consider appropriate and useful, and notify you through amendments to the Manuals, newsletters or other bulletins.

Location of your Franchised Business; Real Estate Lease

You may either lease a space for the Franchised Business or operate your Franchised Business from a home office. We expect that you start operating your Franchised Business from a home office. Regardless of whether you lease a space for your Franchised Business or operate your Franchised Business from a home office: (i) the Franchised Business premises must be located in the Protected Territories, (ii) the Franchised Business premises must meet our standards and requirements, and (iii) you must provide a secure parking and storage location for your van(s). You are not required to purchase, lease or sublease the Franchised Business premises or storage space from us or our affiliate.

Mobile Lab, Equipment, Products & Signs

Before opening the Franchised Business, you must lease or finance the Mobile Lab from our designated supplier, currently Pritchard Commercial. You will use in operating your Franchised Business only those types of approved or designated materials, supplies, equipment (including designated microscopes, hood, incubator, toolkit, Protimiter, ladder, chair, monitor, lab supplies, XRF, van camera/GPS, and computer hardware and software), vehicles and signs that we have approved as meeting our specifications and standards for appearance, function and performance. You may purchase these items from any supplier we approve or designate. We or one of our affiliates may be an approved supplier of one or more of these items.

You also agree to maintain the condition and appearance of the Mobile Labs that you use in operating the Franchised Business, and repair or replace the van(s) or any equipment as we may require, including any rebranding or rewrapping the van(s) consistent with our requirements. If at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the vehicle(s) does not meet our then-current standards, we will notify you, specifying the action you must take to correct the deficiency.

Computer Hardware and Software

You must purchase and use the computer system we designate, including all existing or future communication or data storage systems, components thereof and associated service, which we have developed and/or selected for the System. See details regarding the Computer System disclosed under Item 11.

Bookkeeping Services

You must use our designated third party for bookkeeping services. You must begin using the designated third party for bookkeeping services within 30 days of signing the Franchise Agreement. Currently, there is a monthly fee of $425 paid directly to the bookkeeping services vendor for such bookkeeping services.

Insurance

You must purchase and maintain for each Franchised Business you operate, at your expense, all insurance we require in the types and amounts described in the Manuals. Currently, these requirements include the following: (a) general liability insurance in the amount of $1 million per occurrence and $2 million in the aggregate; (b) product/completed operations insurance in the amount of $2 million per occurrence; (c) personal and advertising injury insurance in the amount of $1 million per occurrence; (d) commercial auto insurance in the amount of $1 million single combined limit; (e) business interruption insurance in the amount of $1 million; however, in the first 3 years of operations for start-up franchisees, we may approve lower amounts based on your estimated sales; (f) umbrella liability insurance in the amount of $2 million per occurrence and $2 million in the aggregate; and (g) all insurance required by law. In addition, we recommend cyber liability insurance in the amount of $1 million per occurrence. All insurance policies will: (1) be issued by an insurance carrier(s) acceptable to us; (2) will name us and our affiliates as an additional insured; (3) contain a waiver of the insurance company's right of subrogation against us; (4) contain the minimum insurance coverage we designate for each Franchised Business that you operate; and (5) provide that we will receive 30 days' prior written notice of any material change in or termination, expiration or cancellation of any policy. We periodically may, with prior written notice to you, increase the minimum liability protection requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability. If you at any time fail to maintain in effect any insurance coverage we require, or to provide satisfactory evidence of such coverage, we, at our option, may obtain insurance coverage for you. You agree to promptly sign any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums we incur. You will provide us with copies of the certificate of insurance, insurance policy endorsements or other evidence of compliance with these requirements at least 2 weeks before you commence operating the Franchised Business premises, and at such other times as we may require. In addition, you will provide to us a copy of the evidence of the renewal or extension of each insurance policy in a form we require.

Advertising and Promotional Approval

You will use only our approved advertising and promotional materials in promoting the Franchised Business, and we or our affiliates may be the sole supplier of the advertising and promotion materials. You may have to purchase some of the approved advertising and promotional materials, and we and our affiliates may be the sole supplier of the purchased materials. If you desire to use any advertising or promotional materials in promoting the Franchised Business which we previously have not approved, you must obtain written approval from us at least 15 days before using any such materials, which approval will not be unreasonably withheld. We typically approve advertising or promotional materials within 5 to 10 days of receipt of the proposed material. If we later determine that your advertising materials do not satisfy our then-current advertising and promotional standards, you must immediately cease using such materials upon written notice from us.

Supplier and Product Approval

In operating the Franchised Business, you will use only those types of materials, supplies, equipment, and signs that we have approved for Techtron Environmental Solutions businesses as meeting our specifications and standards for appearance, function and performance. We will provide you with lists of approved brands, manufacturers, suppliers and distributors ("Approved Suppliers List") and approved products, equipment, vehicles, signs, supplies and other items necessary to operate your Franchised Business ("Approved Supplies List"). The lists specify the suppliers and the products and services which we have approved for use in the System. We may revise these lists and provide you with a copy of approved lists as we deem advisable. The Approved Suppliers List may list particular suppliers from which you must purchase certain supplies, products, equipment or other items for use in your Franchised Business. The Approved Supplies List may include specific brands or types of vehicles, supplies, equipment or other items that you may buy from approved suppliers, or if there is no approved supplier for the item, from an unapproved supplier provided that the items conform to the standards and specifications we designate for the System. We, an affiliate, or a third-party vendor or supplier periodically may be one of or the only approved supplier for certain products, supplies, equipment or other items.

If you want to use any unapproved material, supply, equipment, product or sign, or purchase any items from any supplier that we have not approved, you must first notify us in writing and must submit to us, at our request, sufficient information, specifications and samples for us to determine whether the services, material, supply, equipment, product or sign complies with our specifications and standards, or the supplier meets our approved supplier criteria. We will not provide you with a list of our criteria. We will notify you of our decision within 90 days following our receipt of all information requested. We reserve the right to charge an evaluation and/or testing fee (currently, not collected) in connection with this process. We may inspect the facilities and products of any supplier or approved item and revoke our approval of any item or supplier which fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or supply. As part of the approval process, we may require that a proposed supplier sign a supplier agreement covering such items as insurance, product quality, trademark use, and indemnification. We do not provide material benefits to you based on your use of designated or approved sources.

We apply certain general criteria in approving a proposed supplier, including the supplier's quality and pricing of products, ability to provide products/services that meet our specifications, responsiveness, ability to provide products/services within the parameters required by the System, quickness to market with new items, financial stability, credit program for franchisees, success pricing, delivery terms, freight costs,

and the ability to provide support to the System (merchandising, field assistance, education and training respecting sales and use of products and services).

Miscellaneous

We may negotiate prices for numerous products for the benefit of the System, but not for any individual franchisee. We are not aware of any purchasing or distribution cooperative in the System. We attempt to receive volume discounts for the System. We and our affiliates may derive revenue directly or in the form of rebates or other payments from suppliers, based on purchases made by our franchisees. In 2025, our affiliate, TES, received $300,000 in revenue as a result of franchisees' purchases of products and services. In 2025, we did not receive any revenue as a result of franchisees' purchases of products or services. Our officers have an indirect ownership interest in us and our affiliates.

We estimate that the purchase or lease of equipment (including the Computer System hardware and software), signs, products, vehicles, equipment, supplies and advertising and sales promotions materials which meet our specifications will represent approximately 80% to 90% of the total cost to develop the Franchised Business. We estimate that the purchase or lease of supplies, products, equipment and advertising and sales promotions materials which meet our specifications will represent approximately 30% to 40% of the total cost to operate your Franchised Business.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation		Section(s) in Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Sections 2(A) and Exhibit A	Item 11
b.	Pre-opening purchases/leases	Sections 4(A), 5 and 10	Items 7, 8 and 11
c.	Site development and other pre-opening requirements	Sections 5 and 6	Items 5, 7, and 11
d.	Initial and ongoing training	Sections 3(B), 6, 15(C), and 15(D)	Items 7 and 11
e.	Opening	Sections 5, 6	Items 5 and 11
f.	Fees	Sections 3(B), 4, 5(C), 5(D), 6, 10(C), 10(J), 11, 13(C), 15(B), and 15(C)	Items 5, 6 and 7
g.	Compliance with standards and policies/operating manual	Sections 4(E), 5, and 10	Items 11 and 16
h.	Trademarks and proprietary information	Sections 1(A), 7, 8	Items 13 and 14
i.	Restrictions on products/services offered	Sections 2(B), 5, 6 (E), 6(G), and 10	Items 8 and 16
j.	Warranty and customer service requirements	Section 10	Item 11
k.	Territorial development and sales quota	Section 2	Item 12
l.	Ongoing product/service purchases	Sections 5 and 10	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	Sections 3(B), 5(A), 5(B), 10(A) and 10(E)	Item 11
n.	Insurance	Section 10(H)	Items 6, 7 and 8

Obligation		Section(s) in Franchise Agreement	Disclosure Document Item
o.	Advertising	Sections 2(B), 10(E), 10(F), 10(I), 10(J), 11, 18(A)	Items 6, 7 and 11
p.	Indemnification	Sections 4(I) and 9	None
q.	Owner's participation/ management/staffing	Section 10(G)	Items 11 and 15
r.	Records/reports	Section 12	Item 6
s.	Inspections/audits	Section 13	Item 6
t.	Transfer	Section 15	Items 6 and 17
u.	Renewal	Section 3	Items 6 and 17
v.	Post-termination obligations	Sections 9, 14 and 18	Item 17
w.	Non-competition covenants	Section 14(C)	Item 17
x.	Dispute resolution	Sections 19 and 20	Item 17

ITEM 10

FINANCING

We do not offer any direct or indirect financing. We do not guarantee your note, lease or obligation, nor do we receive payment or other consideration for the placing of financing.

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 Assistance

Before you open your Franchised Business, we will:

(1) Approve your Manager and Designated Owner (Franchise Agreement – Sections 1(C) and 1(H)). The Designated Owner and Manager may be the same person, but the Manager may not be an Industrial Hygienist.

(2) Designate your Protected Territories (Franchise Agreement – Section 2(A), Exhibit A).

(3) Provide you with a list of our approved and designated supplies and suppliers (Franchise Agreement – Section 10(C)).

(4) Provide the initial training programs described below (Franchise Agreement – Sections 6(A) and 6(B)).

(5) Provide to you access to the confidential Manuals. You must keep the Manuals confidential and discontinue using it when the Franchise Agreement terminates (Franchise Agreement – Section 6(G)).

(6) Before the opening of your Franchised Business, make a representative available to you to assist in the opening of your Franchised Business (Franchise Agreement – Section 6(C)).

Ongoing Assistance

During the operation of your Franchised Business, we will:

(1) Operate the Designated Accounts program (Franchise Agreement – Section 2(D)).

(2) Provide advisory services relating to Franchised Business operations, including the products and services offered for sale from the Franchised Business; selecting and purchasing supplies, equipment and materials; employee relations; marketing assistance and sales promotion programs; and operating, administrative and general operating procedures. We will provide such guidance through our Manuals, bulletins or other written materials, telephone conversations and/or meetings at our office or at the Franchised Business (Franchise Agreement – Section 6(E)).

(3) Periodically provide you with updated and revised materials for the Manuals (Franchise Agreement – Section 6(G)).

(4) Administer the Brand Fund (Franchise Agreement – Section 11(A)).

(5) Provide such additional assistance and training that we deem appropriate (Franchise Agreement – Sections 6(C), 6(D), and 6(E)).

Techtron Environmental Solutions Brand Fund

We establish and conduct various marketing programs as follows:

We operate a system brand fund (the "Brand Fund") and use the Brand Fund to promote the Marks and the System, as described below. The Brand Fee is equal to 0.5% of Gross Revenue per month, but we may increase the Brand Fee up to 2% of Gross Revenue. You will pay the Brand Fee in the same manner and at the same time as the Royalty Fee. You will pay us your first Brand Fee once you collect the first occurrence of Gross Revenue. We and our affiliates will also contribute to the Brand Fund for each Techtron Environmental Solutions business that we or our affiliates operate in the United States. We will place all Brand Fees we receive in the Brand Fund and we will manage such Fund.

Reasonable disbursements from the Brand Fund will be made solely to pay expenses we incur in connection with the general promotion of the Marks and the System and other efforts to support the generation of sales appointments for Techtron Environmental Solutions businesses. It may also include creating and producing marketing and advertising materials; digital and social media content creation; website hosting; national search engine optimization; Techtron Environmental Solutions annual conference expenses; outside advertising agency fees for creating advertising programs; public relation activities; outside public relations agency fees; technology investments; digital marketing; and reimbursing us the costs of administering the Techtron Environmental Solutions Brand Fund, including employee salaries and benefits.

The Brand Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Brand Fund. We cannot ensure that any individual franchisee will benefit directly or on a pro rata basis from the future placement of any such advertising in its local market. We may spend in any fiscal year an amount greater or less than the aggregate contributions of Techtron Environmental Solutions businesses to the Brand Fund in that year. We will determine the methods of advertising, media employed, and scope, contents, terms and conditions of advertising, marketing, promotional and public relations campaigns and programs. Upon written request, we will provide you an annual unaudited statement of the receipts and

disbursements of the Brand Fund for the most recent calendar year. Any end-of-year surpluses in the Brand Fund in a given year will carry over to the next year.

In 2025, no Brand Fund contributions have been made or spent. We are not required to spend any particular amount on marketing, advertising or production in the area in which your Franchised Business is located. We may make loans to the Brand Fund bearing reasonable interest to cover any deficit of the Brand Fund and cause the Brand Fund to invest in a surplus for future use by the Brand Fund. Brand Fees will not be used for advertising principally directed at the sale of franchises.

In addition to the Brand Fee, you will spend 2% of Gross Revenue on the Minimum Local Advertising Spend Requirement for "approved" advertising and promotional activities in each Protected Territory. Advertising and promotional activities are considered "approved" if they are included in our recommended media plan for the Franchised Business (if applicable) and otherwise comply with our marketing and advertising requirements in the Manuals. On or before 45 days following the end of the applicable calendar year, you will provide us with an accounting of the funds that you spent on local advertising during the preceding calendar year. If you fail to spend the Minimum Local Advertising Spend Requirement in each Protected Territory during the previous calendar year on approved local advertising, you will deposit with us the difference between the Minimum Local Advertising Spend Requirement and what you actually spent for approved advertising during the calendar year. We will deposit that amount in the Techtron Environmental Solutions Brand Fund. During the first calendar year, you must spend a pro rata portion of the Minimum Local Advertising Spend Requirement on approved local advertising.

We do not have an advertising or advisory council composed of franchisees that advise us on advertising policies, but we reserve the right to form a council and the rights of that council in the future. As of the issuance date, we do not require you to participate in an advertising cooperative.

You will use only our approved advertising and promotional materials in promoting the Franchised Business. If you desire to use any advertising or promotional materials in promoting the Franchised Business which we previously have not approved, you must obtain written approval from us at least 15 days before using any such materials, which approval will not be unreasonably withheld. If we later determine that your advertising materials do not satisfy our then-current advertising and promotional standards, you must immediately cease using such materials upon written notice from us.

Computer System

You will use in the Franchised Business the computer system we designate, including all existing or future communication or data storage systems, components thereof and associated service, which we have developed and/or selected for the System (the "Computer System"). The Computer System developed for use in your Franchised Business may include one or more proprietary software programs or applications developed for us (the "Proprietary Software"). You must use any Proprietary Software that we designate. The Proprietary Software will remain the confidential property of us or our third party supplier. You may be required to enter into our or a third party supplier's standard form computer software access or license agreement in connection with your use of the Proprietary Software or other software we determine is necessary for the Franchised Business. You must pay us or our third party suppliers the initial and ongoing then-current license fee(s) related to your use of any Proprietary Software or other required software. We reserve the right to assign our rights, title and interest in any Proprietary Software or any software license agreement to a third party we designate, or to replace the Proprietary Software. In such an event, you may be required to enter into a separate computer software license agreement specified by us or the third party supplier of the Proprietary Software. You must replace the Computer System, including the Proprietary Software, as we designate. We may require you to make certain updates and modifications to the Computer System more frequently. You will have at the Franchised Business, Internet access with a form of high-

speed connection as we require, and a dedicated telephone line for the Franchised Business. You will use an e-mail address we designate or approve for communication with us and customers. The computer hardware component of the Computer System must comply with specifications we develop. We have the right to designate a single source from which you must purchase the Computer System, including the Proprietary Software, any other software or hardware components or associated services. You understand and agree that we or our affiliates may be that single, designated source. You will be required to use and, at our direction, pay for all future updates, supplements and modifications to the Computer System. We periodically may update or change the Computer System in response to business, operations, marketing conditions, or changes in technology. Currently, the computer system includes a laptop and certain software we require. We estimate that the initial cost of the Computer System hardware and software will range from $1,000 to $3,000.

We control the use of and may independently access financial information and customer data produced by or otherwise located on your Computer System (collectively the "Customer Data"). You will only use the Customer Data as a processor as necessary to operate your Franchised Business for the Term of your Franchise Agreement unless you obtain our prior written approval. You have no right to sell, transfer, sublicense or otherwise share Customer Data to or with any third party, unless you obtain our prior written approval. You will comply with all directives and terms in the Manuals related to your use of the Customer Data. We periodically will establish policies respecting the use of the Customer Data. There is no limit to our ability to access Customer Data.

You may be required to obtain ongoing maintenance and repairs respecting the Computer System, as well as upgrades or updates respecting the Computer System, and there are no contractual limitations on our right to require you to maintain and repair the Computer System. You must incorporate these upgrades and updates to the Computer System, and we estimate they will cost between $0 to $1,000 per year.

Site Selection

You may either lease a space for the Franchised Business or operate the Franchised Business from a home office provided that there is a dedicated office space within the residence. We anticipate that you will start operating your Franchised Business from a home office. The location for the Franchised Business will be identified in Exhibit A to the Franchise Agreement. If you fail to identify the site for your office and storage space for the Franchised Business, we may reduce your Protected Territories or terminate the Franchise Agreement. Generally, we will not own the premises and lease it to you for the Franchised Business or any storage space.

Development Time

The typical length of time between your signing of the Franchise Agreement (or the first payment of consideration for the franchise) and the opening of your Franchised Business varies from 120 to 150 days. This period may be longer or shorter, depending on the time of year, availability of financing, how soon you can attend training, or other factors. You must complete development, attend the initial training, and open your Franchised Business within 180 days following the date of the Franchise Agreement. If you do not open your Franchised Business within the 180-day time period, we may terminate the Franchise Agreement.

Training

We will provide the initial training program to your Designated Owner and Manager (or if your Designated Owner is your Manager, then you may include one additional manager or employee to attend). If the Designated Owner and Manager are two different people, your Manager must also attend our initial

training program with the Designated Owner. You are solely responsible for the compensation, travel, lodging and living expenses your Designated Owner, your Manager, and your employees incur in attending the initial training program and any supplemental or refresher training programs.. If we require, or you request that we provide the initial training program to any additional individuals we reserve the right to charge you our then-current initial training fee. We plan to offer our initial training program as often as needed, and space may be limited based on the number of attendees.

Before the opening of your Franchised Business, your Industrial Hygienists must attend and successfully complete a training program of up to six weeks. You must pay us a training fee for any additional Industrial Hygienist to attend the training program. You may not open the Franchised Business unless at least one Industrial Hygienist successfully completes this training program. In addition, if you operate in more than one Protected Territory, you must have an additional Industrial Hygienist for each Mobile Lab hired, trained and in the field by the time you must begin operating that Mobile Lab. Any new Industrial Hygienists must attend and successfully complete our designed training program prior to providing any services to customers of the Franchised Business. You are solely responsible for the compensation, travel, lodging and living expenses your Industrial Hygienists incur in attending any training program and any supplemental or refresher training programs.

You may not open your Franchised Business unless your Designated Owner and Manager (or other approved manager or employee) successfully complete the Initial Training Program and other required training to our satisfaction. The Initial Training Program generally consists of the following:

TRAINING PROGRAM: MANAGER TRAINING

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome	1	0	Virtual or at our headquarters
Franchisor/Franchisee Relationship and Responsibilities	2	0	Virtual or at our headquarters
Pre-Opening	2	0	Virtual or at our headquarters
Scheduling and Intake Process	2	4	Virtual or at our headquarters
Software	1	0	Virtual or at our headquarters
Job Types	1	4	Virtual or at our headquarters
Office/Admin	1	4	Virtual or at our headquarters
Sales	1	2	Virtual or at our headquarters
Marketing	1	2	
Total	**12 hours**	**16 hours**	

TRAINING PROGRAM: INDUSTRIAL HYGIENIST TRAINING

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation	8	0	Virtual or at our headquarters
Asbestos Analysis	80	0	Virtual or at our headquarters
Asbestos Field Work	0	40	Virtual or at our headquarters
Mold Analysis	40	0	Virtual or at our headquarters
Mold Field Work	0	40	Virtual or at our headquarters

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Total	**128 hours**	**80 hours**	

(1) The instructional materials for the initial training program include the Manuals.

(2) The training will take place at the locations stated above, or at a location we determine in our sole discretion.

(3) Joshua Kranz is in charge of training and has been with Techtron since 2023. Mr. Kranz has experience in the testing industry since 2017

(4) We may change any in-person training to virtual training at any time.

We may require your Designated Owner, Manager, Industrial Hygienists and/or such other employees we designate to attend or, when available, participate by Internet in, such additional training that we designate. You are responsible for the compensation, travel, lodging and living expenses your Designated Owner, your Manager, your Industrial Hygienist, and your employees incur in attending any required ongoing training. We reserve the right to charge a reasonable fee in connection with any ongoing training we offer.

Conference

We periodically host a meeting of most or all Techtron Environmental Solutions businesses (the "Annual Conference") where you have the opportunity to network with other Techtron Environmental Solutions businesses and learn new skills. You must pay the Annual Conference registration fee for at least two people to attend the Annual Conference. The Annual Conference registration fee is currently $600 per attendee, plus costs and expenses. You must pay the Annual Conference registration fee for two people, even if you fail to attend the Annual Conference, to cover the costs and expenses we incur to provide you with the opportunity to attend the Annual Conference.

Manuals

During the term of the Franchise Agreement, we will allow electronic access to our Manuals (the "Manuals"). There are currently 627 pages in the Manuals. The current table of contents of the Manuals, as of the Effective Date of this Disclosure Document, is attached as Attachment G.

ITEM 12

TERRITORY

You will receive one or more contiguous Protected Territories when you sign the Franchise Agreement. Each Protected Territory will include a minimum of 200,000 households.

The location of the Franchised Business and the Protected Territories will be identified in Exhibit A to the Franchise Agreement. You may either lease a space for the Franchised Business or operate the Franchised Business from a home office provided that there is a dedicated office space within the residence. Regardless of whether you lease a space for the Franchised Business or operate the Franchised Business from a home office: (i) the Franchised Business premises must be located inside a Protected Territory, (ii) the Franchised Business premises must meet our standards and requirements, and (iii) the secure vehicle storage space must meet our standards and requirements. As described further below, maintenance of your Protected Territories is dependent upon achieving certain minimum performance requirements and other contingencies.

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. During the term of the Franchise Agreement and provided you comply with the Franchise Agreement, we will not place, or grant a third party the right to place, another Techtron Environmental Solutions business inside the Protected Territories, except as described below. Unless we otherwise expressly authorize in writing, the Marks licensed to you under the Franchise Agreement: (i) may not be used at any location other than the Franchised Business, and (ii) may be used in connection with a vehicle we authorize, provided the vehicle is only used inside the Protected Territories. You may not sell products or services identified by the Marks at any location other than at or from the Franchised Business or from a vehicle that we approve that is operated solely inside the Protected Territories without obtaining our prior written consent. Except as expressly allowed in the Franchised Agreement, you must concentrate your advertising and marketing efforts within your Protected Territories.

We (for ourselves and our affiliates) retain all rights not expressly granted to you in the Franchise Agreement, including the right:

1. to operate, or to grant other persons the right to operate, Techtron Environmental Solutions businesses at locations outside the Protected Territories (except to the extent we may be restricted under a separate Techtron Environmental Solutions franchise agreement to which you are a party);

2. to service customers or offer products or services, or to grant other persons the right to service customers or offer products or services, located inside or outside the Protected Territories under any trademarks except for the Marks; *provided*, that we will not authorize any distributor to provide the full offering of products and services offered at or from your Franchised Business, except as a result of a merger or acquisition as described below;

3. to sell products, equipment, and other materials under the Marks or other trademarks through dissimilar channels of distribution (i.e., other than the operation of an Techtron Environmental Solutions business), including by electronic means such as the Internet and by websites we establish, or through retail locations within and outside the Protected Territories;

4. to merge with, acquire, be acquired, or become associated with any businesses of any kind under other systems and/or other marks, which businesses may convert to or operate under the Marks or other trademarks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Franchised Business, and which may be located anywhere inside or outside the Protected Territories;

5. to provide services to Designated Accounts as described further below; and

6. to service customers or offer products or services, or to grant other persons the right to service customers or offer products or services within your Protected Territories and in accordance with the terms described in the Manuals if: (a) there is a natural disaster within your Protected Territories, (b) you are unwilling or unable to service any customer in the Protected Territories, including if you are unable to service any customer within the time period requested by the customer; or (c) you are in breach of the terms of this Agreement, including the Minimum Performance Requirement Per Protected Territories; and

7. to advertise the System on the Internet (or any other existing or future form of electronic commerce) and to create, operate, maintain and modify, or discontinue the use of a website using the Marks.

We are not required to pay you any compensation if we exercise any of these rights.

In addition to the reserved rights outlined above, we or our affiliates have the right to sell and enter into agreements with Designated Accounts, both inside and outside the Protected Territories. A "Designated Account" are those customers or accounts we designate and which may be located both inside and/or outside the Protected Territories and which may desire central billing.. You must participate in any regional or national accounts program (the "Designated Accounts Program") we designate, and comply with the terms of the Designated Accounts Program as described in the Manuals or as we otherwise describe in writing. We will establish the rules under which you will participate, and be compensated for participation, in the Designated Accounts Program. We may terminate, modify or replace the Designated Accounts Program at any time. We have the right to service a Designated Account or grant a third party (including another Techtron Environmental Solutions franchisee) the right to service a Designated Account in your Protected Territories for all of the following reasons: (i) you are in default of the Franchise Agreement; (ii) the Designated Account objects to you providing the services; (iii) you fail to timely notify us of your acceptance of the Designated Account business; or (iv) you cannot or will not service the Designated Account business for any reason.

If a Designated Account contacts you directly, you must refer the Designated Account to us within 2 business days. We will negotiate all contracts with Designated Accounts and you will not have any right to negotiate any contract or provide services to the Designated Account without our express written consent.

You may not, unless in connection with other Techtron Environmental Solutions franchisees and with our consent, market or advertise in telephone or similar online directories that directly target areas outside of your Protected Territories or establish a mailing address for your Franchised Business or make other representations to potential customers that would lead others to believe that you have facilities or authorization to operate outside the Protected Territories.

Finally, if neither we nor another franchisee operates in an area adjacent to your Protected Territories, then upon your receipt of our prior written consent, you may advertise, market and/or service commercial or residential customers located outside of your Protected Territories. In those instances, we reserve the right to require you, in the future, to cease all direct advertising and marketing efforts to those customers located outside your Protected Territories, and we reserve the right to require you to purchase the area adjacent to your Protected Territories in order to continue servicing that area upon written notice to you.

The rights we have granted to you under the Franchise Agreement are dependent on your achieving the following minimum performance requirements per Protected Territory regarding the Gross Revenue collected from customers located within each Protected Territory during each reporting year following your Opening Date (referred to as the "Minimum Performance Requirement Per Protected Territory"):

Time Period	**Annual Gross Revenue Minimum Performance Requirement Per Protected Territory**
First 12 Month Period	$100,000
Second 12 Month Period	$125,000
Third 12 Month Period and Each Subsequent 12 Month Period	$150,000

Your "Opening Date" is the earlier of: (a) the date you begin operations of your Franchised Business; or (b) 180 days following the Effective Date of the Franchise Agreement. If you fail to meet the Minimum Performance Requirement Per Protected Territory in any subsequent reporting year, we have the

right, but are not required, to: (i) reduce the size of the Protected Territories; (ii) require you or your Manager to attend training at your cost and expense; or (iii) terminate the Franchise Agreement.

You may relocate your Franchised Business only with our written consent, which we will not unreasonably withhold. If we permit you to relocate your Franchised Business, you will need to build out the Franchised Business consistent with our then-current standards for new Franchised Businesses.

You have no right of first refusal or similar rights to acquire additional franchises.

Neither we nor any affiliate operates, franchises, or has any current plans to operate or franchise any business selling the products and services authorized for sale at Techtron Environmental Solutions Franchised Businesses under any other trademark or service mark.

ITEM 13

TRADEMARKS

We grant you the right to operate your Franchised Business under the service mark Techtron Environmental Solutions as well as other trademarks, service marks, trade names, domain names, logos and other commercial symbols we may use and register in the future for the System (collectively, the "Marks").

The following schedule lists only the principal Marks that you are licensed to use under the Franchise Agreement. Our affiliate, TES owns the principal Marks. As of April 2025, TES has registration for the following federal trademarks:

Trademarks	Date of Registration	Registration Number	Type of Registration
Techtron Environmental Solutions	August 12, 2025	7888619	Service Mark
TECHTRON Environmental Solutions	August 12, 2025	7888620	Service Mark

TES owns the Marks and has licensed us the right to use the Marks and to sublicense the use of the Marks to operate Franchised Businesses under a trademark license agreement dated December 16, 2025 (the "License Agreement"). The License Agreement has an initial 10 year term, which will renew automatically unless one of the parties elects not to renew the License Agreement. TES or we may terminate the License Agreement if the other party fails or refuses to perform any duty under the License Agreement. In addition, TES may terminate the License Agreement if our misuse of the Marks materially impairs the goodwill associated with the Marks or if we do not comply with TES' instructions concerning the quality of the Marks. If the License Agreement is terminated, any then-existing sublicenses (franchises) will continue for the term of the sublicenses provided that the franchisees comply with all other terms of their Franchise Agreements. The License Agreement contains no other material limitations.

We have the right to periodically change the list of Marks. Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks when the Franchise Agreement expires or terminates. You are not permitted to make any changes or

substitutions respecting the Marks unless we direct so in writing. You may not use any Marks or portion of any Marks as part of any corporate or any trade name, or any modified form or in the sale of any unauthorized product or service, or in any other unauthorized manner. We retain the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of, a website using the Marks. You have the right to access our website. Except as we may authorize in writing, however, you will not: (1) link or frame our website; (2) conduct any business or offer to sell or advertise any products or services on the Internet (or any other existing or future form of electronic communication); (3) create or register any Internet domain name in any connection with your Franchised Business; and (4) use any e-mail address which we have not authorized for use in operating the Franchised Business. You will not register, as Internet domain names, any of the Marks or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar. Further, you may not market, advertise or promote your Franchised Business or conduct any business on the Internet, including using social and professional networking sites to promote your Franchised Business, except as provided in our written social media policy (if any) or with our prior written approval. We will set up, own, and have administrative rights to any social and professional networking sites that you use in your Franchised Business.

There are currently no effective material determinations by the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the Marks that are relevant to your use in any state. There are currently no agreements in effect that significantly limit our rights to use or license the use of any Marks in any manner material to the franchise.

You must immediately notify us of any apparent infringement of or challenge to your use of any Marks, and we have sole discretion to take any action we deem appropriate. We are unaware of any infringing uses or superior rights that could materially affect your use of the Marks.

We reserve the right to modify or discontinue use of any Mark, or to use one or more additional or substitute trademarks or service marks. In such an event, you will, at your expense, comply with such modification or substitution within a reasonable time after we notify you.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation relating to the Marks and we will have the sole right to decide to pursue or settle any infringement actions relating to the Marks. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Marks, you will make these changes or substitutions at your own expense.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents, pending patent applications or copyrights currently registered that are material to the franchise. We do claim copyright ownership and protection for the Manuals and for certain other written materials we provide to assist you in operating your Franchised Business.

We own certain proprietary or confidential information relating to the operation of Franchised Businesses, including information in the Manuals ("Confidential Information"). You will not acquire any interest in the Confidential Information, other than the right to use it in developing and operating the Franchised Business. Your use or duplication of the Confidential Information in any other business

constitutes an unfair method of competition. The Confidential Information is proprietary, is our trade secret, and is disclosed to you solely on the condition that you agree that you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement; (3) will not make unauthorized copies of any Confidential Information disclosed in written form; (4) will adopt and implement all reasonable procedures we direct to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to Franchised Business employees; and (5) will require all Managers and other employees with access to Confidential Information to sign such an agreement in a form we approve. You must notify us immediately if you learn of an unauthorized use of the Confidential Information. We are not obligated to take any action and we will have the sole right to decide the appropriate response to any unauthorized use of the Confidential Information. You must comply with all changes to the Manuals at your cost. We may access Customer Data produced by or otherwise located on your Computer System. We periodically will establish policies respecting the use of the Customer Data.

The restrictions on your disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent you are legally compelled to disclose this information, if you use your best efforts to maintain the confidential treatment of the Confidential Information, and provide us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchised Business must at all times be under the direct supervision of a Principal Owner who we have approved and who has satisfactorily completed our initial training program. If there is more than one Principal Owner, the Principal Owners must designate (in writing) one Principal Owner who will oversee the Franchised Business operations and represent you in interacting with us (the "Designated Owner").

You also must hire a Manager, who we approve, who is responsible for the day-to-day operation of the Franchised Business. The Designated Owner and Manager may be the same person. If the franchisee is an entity, the Manager is not required to be an owner or have an equity interest in you.

The Manager assumes his/her responsibilities on a full-time basis and may not engage in any other business or other activity that requires any significant management responsibility, time commitments, or otherwise may conflict with his/her obligations. Unless you receive our prior written consent, the franchisee entity (or you if you sign the Franchise Agreement as an individual) may not engage in any business or activities other than the ownership and operation of Franchised Businesses under Franchise Agreements that we grant.

Each individual who owns a 10% or greater interest in the franchisee entity is considered a "Principal Owner" and must sign the Guaranty and Assumption of Obligations Agreement attached as Exhibit C to the Franchise Agreement. These people agree to discharge all obligations of the franchisee entity to us under the Franchise Agreement and are bound by all of its provisions, including maintaining the confidentiality of Confidential Information described in Item 14 and complying with the non-compete covenants described in Item 17. In addition, all Operating Managers and other employees with access to

Confidential Information, must sign a written agreement to maintain the confidentiality of our Confidential Information described in Item 14.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell in your Franchised Business all and only those products and services that we have approved. We may add new products or services that you must offer at your Franchised Business and you must begin offering that new product or service within 30 days after we launch it. Our right to modify the approved list of goods and services to be offered at a Franchised Business is not limited. You will immediately cease selling products, and offering or performing services, we no longer approve, and you agree to begin offering new or modified products and services within the time period(s) we describe in the Manuals.

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 or Other Agreement	Summary
a.	Length of the franchise term	Section 3(A)	5 years
b.	Renewal or extension of the term	Section 3(B)	2 additional term of 5 years
c.	Requirements for you to renew or extend	Section 3(B)	Advance notice, compliance with Franchise Agreement and brand standards, Designated Owner, and any other employee(s) we designate, satisfactorily complete refresher training, sign then-current form of franchise agreement (which may have materially different terms and conditions as the Franchise Agreement), pay fee, sign general release, upgrade/modernize the Franchised Business.
d.	Termination by you	Section 17	If you comply with the Franchise Agreement, and we fail to cure a material provision within 60 days after written notice.
e.	Termination by us without cause	*Not Applicable*	*Not Applicable*
f.	Termination by us with cause	Section 16	Only if you default.
g.	"Cause" defined – curable defaults	Sections 16(A) and (B)	You have 30 days to cure if you fail to: open the Franchised Business when required, complete training, comply with System standards, comply with the Minimum Performance Requirement Per Protected Territory, timely pay any fees or liabilities, or if you violate any material provision of the Franchise Agreement. You have 10 days to cure any monetary default.

	Provision	Section in Franchise or Other Agreement	Summary
h.	"Cause" defined – non-curable defaults	Sections 16(A) and (B)	Failure on 3 or more occasions in any 12 months to comply with any provision, default which is not curable, repeatedly deceive Franchised Business customers, material misrepresentation or omission on franchise application; conviction of or proof that you have committed a felony or other crime which harms the Franchised Business's reputation, bankruptcy, insolvency, an assignment of assets to creditors, Franchised Business abandonment, defaults which injure the goodwill associated with the Marks, use of unapproved website or other unauthorized conduct on the Internet, unauthorized assignment of agreement or interest in Franchised Business, intentionally falsify any information provided to us, eviction or loss of lease of Franchised Business, and disclosure of Confidential Information to third-party
i.	Your obligations on termination/nonrenewal	Section 18	Pay all amounts due us, stop using and return the Manuals and other materials, assign to us the Franchised Business telephone number and telephone listing or (at our option) disconnect the telephone number, cease using and assign to us all email addresses and social media accounts, remove all signs and other materials containing any Marks, cease using our proprietary software, cancel all fictitious or assumed name filings, and cease using and return to us all Confidential Information and Customer Data, agree not to divert Franchised Business customers to any competing business for 2 years and redecorate the Franchised Business premises and van (also see o, r below).
j.	Assignment of contract by us	Section 15(A)	Assignee must fulfill our obligations under the Franchise Agreement.
k.	Assignment to Corporation or Limited Liability Company	Section 15(B)	You (as an individual) may assign this Agreement to a corporation or a limited liability company that conducts no business other than the Franchised Business provided certain conditions are met.
l.	"Transfer" by you-defined	Section 15(C)	Includes transfer of Franchised Business or its assets, or your interest in the Franchise Agreement or an ownership interest of 10% or more change.
m.	Our approval of transfer by franchisee	Section 15(B), (C) and (D)	We have the right to approve all transfers of the Franchise Agreement, but will not unreasonably withhold approval.
n.	Conditions for our approval of transfer	Section 15(C)	All amounts owed us, our affiliates and vendors are paid, transferee meets our qualifications for a new franchise, transferee signs our then-current franchise agreement, transferee completes required training, lease assigned (if applicable), pay transfer fee, you sign a non-compete agreement and general release, we approve material provisions of the purchase agreement between you and transferee.
o.	Our right of first refusal to acquire your business	Section 15(F)	We can match any offer for your business.
p.	Our option to purchase your business	Section 18(B)	When the Franchise Agreement expires or terminates, we may purchase assets at book value.
q.	Your death or disability	Section 15(D)	Franchise must be assigned by estate to an approved buyer within reasonable time not exceeding 12 months.
r.	Non-competition covenants during the term of the franchise	Section 14(B)	No involvement in any business offering lab testing services for asbestos, mold, lead, and soot testing services or products that is competitive with a Techtron Environmental Solutions business.

	Provision	Section in Franchise or Other Agreement	Summary
s.	Non-competition covenants after the franchise is terminated or expires	Section 14(C)	No involvement in any business offering lab testing services for asbestos, mold, lead, and soot testing services or products that is competitive with a Techtron Environmental Solutions business for two years within your Protected Territories; from the Franchised Business premises; within 25 miles from the outside boundary of your Protected Territories; or within the protected territory of another Techtron Environmental Solutions franchisee.
t.	Modification of the agreement	20(D)	No modifications to the Franchise Agreement, except in writing. We may modify Manuals, Marks, System and goods/services to be offered to your Franchised Business.
u.	Integration/merger clause	Section 20(L) and 20(M)	Only the terms of the Franchise Agreement, Exhibits A, B and C of the Franchise Agreement, the Software as a Service Agreement, the Disclosure Acknowledgement Agreement, and the applicable state-specific addendum (if any) are binding (subject to state law). Any other promises may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
v.	Dispute resolution by arbitration or mediation	Section 19(A)	To the extent we elect to enforce the provisions of the Franchise Agreement by injunction as provided in Section 19(B), all disputes, claims and controversies between the parties, whether arising under or in connection with the Franchise Agreement or the negotiation, making, performance, breach or interpretation thereof (including claims of fraud in the inducement and other claims of fraud in the arbitrability of any matter) will be settled by arbitration under the authority of the Federal Arbitration Act in Minneapolis, Minnesota. The proceedings will be conducted under the Commercial Arbitration Rules of the American Arbitration Association.
w.	Choice of forum	Sections 19(A), 20(D)	Any claims, controversies or disputes arising out of or related to the Franchise Agreement that are not subject to arbitration will be brought in the state court located in Anoka County, Minnesota or in Federal Court for the District of Minnesota. (subject to state law).
x.	Choice of law	Sections 19(A), 20(E)	The laws of the state of Minnesota apply (subject to state law).
y.	Waiver of Punitive Damages and Jury Trial	Sections 20(H) and 20(I)	You and we and our affiliates agree to waive, to the fullest extent permitted by law, the right to or a claim for any punitive or exemplary damages against the other, and waive trial by jury.
z.	Force Majeure	Section 20(J)	If any party fails to perform any obligation under the Franchise Agreement due to a cause beyond the control of and without the negligence of such party, such failure will not be deemed a breach of the Franchise Agreement, provided such party uses reasonable best efforts to perform such obligations as soon as possible under the circumstances.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

Our affiliate, TES, operates a Techtron Environmental Solution businesses out of five metro areas: Des Moines, Iowa; Minneapolis, Minnesota; Kansas City, Missouri; St. Louis, Missouri; and Omaha, Nebraska, all of which were in operation for the 12-month period ending October 31, 2025 ("Reporting Period"). The information below includes data from the Des Moines, Kansas City, St. Louis and Omaha Techtron Environmental Solutions businesses ("Reporting Territories"). The Kansas City Affiliate Business had 2 Mobile Labs in operation during the Reporting Period. The other three Affiliate Businesses each had 1 Mobile Lab in operation during the Reporting Period.

The information below does not include data from the Minneapolis Techtron Environmental Solutions business because it offers additional services that a franchised Techtron Environmental Solutions business will not offer. The information below also does include information from the Techtron Environmental Solutions business operated by a joint venture with TES because it was not in operation for the full Reporting Period.

The first chart below includes the average Gross Revenue, business expenses, gross profit, gross margin, franchise expenses and adjusted gross profit for the Reporting Territories for the entire Reporting Period per Mobile Lab operated in the Reporting Territories. The second chart below includes the total Gross Revenue, business expenses, gross profit, gross margin, franchise expenses and adjusted gross profit for the Reporting Territories for the entire Reporting Period.

Average Per Mobile Lab for All Reporting Territories for Period from January 1, 2025 to December 31, 2025 (Total of 5 Mobile Labs) (6)				
	Average	Median	Range	# (and %) of Mobile Labs that Met/Exceeded Average
Gross Revenue Per Mobile Lab(1)	$248,157	$234,405	$304,970 to $180,163	2 (40%)
Direct Costs Per Mobile Lab(2)	$108,145	$108,006	$115,425 to 100,769	2 (40%)
Adjusted Gross Profit Per Mobile Lab(3)	$140,012	$126,399	$204,201 to $71,643	2 (40%)
Gross Profit Margin Per Mobile Lab(4)	56%	54%	67% to 40%	2 (40%)

Franchise Expenses Per Mobile Lab(5)	
Royalties	$ 19,853
Brand Fee	$ 1,241
Local Marketing	$ 4,963
Technology Fee	$3,600
Bookkeeping	$5,100
Gross Profit Margin Less Franchise Expenses Per Mobile Lab	$105,255
Gross Profit Margin Less Franchise Expenses Margin Per Mobile Lab	42%

2

All Reporting Territories for Period from January 1, 2025 to December 31, 2025 (Total of 5 Mobile Labs)	
Total Gross Revenue for Reporting Period(1)	$1,240,786
Direct Costs(2)	$523,330
Adjusted Gross Profit(3)	$717,456
Gross Profit Margin(4)	57%
Franchise Expenses(5)	
Royalties	$99,263
Brand Fee	$6,204
Local Marketing	$24,816
Technology Fee	$18,000
Bookkeeping Services	$25,500
Gross Profit Margin Less Franchise Expenses	$543,673
Gross Profit Margin Less Franchise Expenses Margin	43%

1. "Gross Revenue" means the aggregate amount of all sales of goods and services, whether for cash, by check, credit card or otherwise, made or provided at or in connection with the Franchised Business. The term "Gross Revenue" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes that you pay or accrue.

2. "Direct Costs" include the following key business expenses incurred by TES in connection with the Reporting Territories during the Reporting Period: employees' salaries, commissions, bonuses, benefits, employment taxes, supplies, vehicle lease, vehicle insurance, and gas. In 2025, the Reporting Territories based in Kansas City, St. Louis, Omaha, and Iowa had the equivalent of 2, 1, 1, and 1 full-time employees, respectively. Business expenses do not include any costs not described as Direct Costs including a salary for a Designated Manager (as we assume that you will manage the business), sales and marketing, intake costs, or accounting services. The Business Expenses also do not include any rent, utilities, CAM, property taxes, waste management, building repairs, as we also assume that you will operate your Franchised Business from a home office. In addition, the Reporting Territory based in Kansas City operates with 2 Mobile Labs. One of the Mobile Labs is leased and one was purchased. Because we assume that you will lease your Mobile Lab, we adjusted the Direct Costs to remove any costs associated with purchasing the Mobile Lab and doubled the costs to lease the Mobile Lab in Kansas City.

3. "Gross Profit" is the total Gross Revenue less the total Business Expenses.

4. "Gross Profit Margin" is the Gross Profit divided by the Gross Revenue.

5. "Franchise Expenses" are those expenses that TES did not incur in connection with the Reporting Territories but that Techtron Environmental Solutions franchisees would have incurred, including a Royalty Fee equal to 8% of Gross Revenue, .a Brand Fee equal to .5% of Gross Revenue, a minimum local advertising spend equal to 2% of Gross Revenue, Technology Fee of $300 per month, and a bookkeeping services fee of $425 per month. The Franchise Expenses were estimated based on the average TES Gross Revenue.

7. Our Kansas City Reporting Territory operates 2 Mobile Labs and reports revenue and expenses as one territory. Therefore, for the purpose of determining the median, range and number of Mobile Labs that met or exceeded the average above, we attributed 50% of the Gross Revenue and 50% of the Direct Costs to each Mobile Lab used in the Kansas City Reporting Territory.

The data presented in Item 19 is based on the information reported to us by TES.

There are no material financial and operational characteristics of the company-owned territories that are reasonably anticipated to differ materially from future operational franchise outlets.

Written substantiation of all financial performance information presented in this financial performance representation will be made available to you in our main office upon reasonable request.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Ed Baldwin at Techtron Franchising LLC, 2040 North Ferry Street, Anoka, MN 55303, 1-800-264-8929, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NUMBER 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	1	1
Company-Owned	2023	3	3	0
	2024	3	5	+2
	2025	5	5	0
Total Outlets	2023	3	3	0
	2024	3	5	+2
	2025	5	6	+1

TABLE NUMBER 2
Transfers of Franchised Outlets From Franchisee to New Owners (Other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
TOTAL	2023	0
	2024	0
	2025	0

TABLE NUMBER 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Franchised Outlets at the Start of the Year	Franchised Outlets Opened	Termin a-tions	Non-Renewals	Reacquire d by Franchisor	Ceased Operations / Other Reasons	Franchised Outlets at the End of the Year
Oregon*	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
TOTAL	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1

*As described in Item 1, this business is operated under a joint venture with our affiliate, TES.

TABLE NUMBER 4
Status of Company-Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Iowa	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Minnesota	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Missouri	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	2
	2025	2	0	0	0	0	2
Nebraska	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	1
	2025	1	0	0	0	0	1
TOTAL	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	5
	2025	5	0	0	0	0	5

TABLE NUMBER 5
Projected Openings
As of November 1, 2025 for the Calendar Year ending December 31, 2025

State	Franchise Agreements Signed But Franchised Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Iowa	2	1	0
Missouri	7	4	0
North Carolina	4	1	0
Oregon	4	2	0
Utah	4	2	0
Washington	5	2	0
TOTAL	**26**	**12**	**0**

The names, addresses and telephone numbers of our current franchisees are included in Attachment C. The names, addresses and telephone numbers of the franchisees that have had a franchise terminated, canceled, not renewed, otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement, or has not communicated with us within 10 weeks of the issuance date of this disclosure document are also included in Attachment C. If you buy a Techtron Environmental Solutions franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

We are not aware of any trademark-specific franchisee associations.

ITEM 21

FINANCIAL STATEMENTS

Attached as Attachment A are our financial statements for the reporting periods ending December 31, 2025. Our fiscal year end is December 31st. Because we began franchising in 2025, and we have not been in business for three years or more years, we cannot include all the financial statements required by the FTC Rule.

ITEM 22

CONTRACTS

The following contracts are included in the following Attachments:

Attachment	Contract
Attachment B	Franchise Agreement (including exhibits)
Attachment E	State Addenda
Attachment F	Form General Release
Attachment H	Disclosure Acknowledgment Agreement
Attachment I	Form Software as a Service Agreement
Attachment J	Form Supply Agreement

ITEM 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document are attached as Attachment K at the end of this disclosure document. You will keep one copy of the receipt for your files, and you will return the second copy to us.

ATTACHMENT A

TO TECHTRON ENVIRONMENTAL SOLUTIONS FDD

FINANCIAL STATEMENTS

Financial statements of:

TechTron Franchising LLC

Period From October 9, 2025 (Date of Inception)
to December 31, 2025

TECHTRON FRANCHISING LLC

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SDK
Schechter Dokken Kanter
CPAs ■ Business Advisors

333 South Seventh Street, Suite 3000
Minneapolis, MN 55402

612-332-5500
info@sdkcpa.com
www.sdkcpa.com

INDEPENDENT AUDITOR'S REPORT

Management
TechTron Franchising LLC
Anoka, Minnesota

Opinion

We have audited the financial statements of TechTron Franchising LLC (the Company), which comprise the balance sheet as of December 31, 2025, and the related statement of operations, member's equity and cash flows for the period October 9, 2025 (inception date) to December 31, 2025, 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 the Company as of December 31, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (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 the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the 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 the Company'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 the Company'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 the Company'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.

Schechter Dokken Kanter Andrews & Selcer Ltd.

February 5, 2026
Minneapolis, MN

BALANCE SHEET

TECHTRON FRANCHISING LLC

DECEMBER 31, 2025

Assets:	
Current asset, cash	$ 100,000
Total assets	$ 100,000
Member's equity:	
Member's equity	$ 100,000
Total member's equity	$ 100,000

See notes to financial statements.

STATEMENT OF OPERATIONS
PERIOD FROM OCTOBER 9, 2025 (DATE OF INCEPTION)
TO DECEMBER 31, 2025

TECHTRON FRANCHISING LLC

Revenues	$ -
Expenses	-
Net income	$ -

See notes to financial statements.

STATEMENT OF MEMBER'S EQUITY
PERIOD FROM OCTOBER 9, 2025 (DATE OF INCEPTION)
TO DECEMBER 31, 2025

TECHTRON FRANCHISING LLC

	Member's equity
Member contribution	$ 100,000
Balance, December 31, 2025	$ 100,000

See notes to financial statements.

TECHTRON FRANCHISING LLC

Cash flows from financing activities, member contribution	$ 100,000
Net change in cash	100,000
Cash at beginning of period	-
Cash at end of period	$ 100,000

1. Nature of business and significant accounting policies:

Nature of operations:

Techtron Franchising LLC is (the Company) engaged in the development, marketing, and support of franchise opportunities operating under the **Techtron Environmental Solutions®** brand. The Company will grant individual franchises for the establishment and operation of mobile environmental testing businesses that provide on-site laboratory analysis for asbestos, mold, lead, and soot. Franchisees operate using the proprietary **Techtron Environmental Solutions System**, including its methods, standards, processes, and trademarks, to deliver accurate, efficient, and compliant testing services directly at clients' locations. Through its franchising program, Techtron Franchising LLC enables entrepreneurs to deliver rapid environmental diagnostics using a proven mobile lab model backed by comprehensive training, branding, and ongoing operational support.

The Company has not yet commenced franchise operations as of December 31, 2025.

Concentration of credit risk:

Cash is maintained in a bank deposit account. The Company has not experienced any losses on this account and does not believe it is exposed to significant risk on cash.

Accounting estimates:

The presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

Income taxes:

As a limited liability company, the Company's taxable income or loss is allocated to members in accordance with their respective ownership percentage. Therefore, no provision for income taxes has been included in the financial statements.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. The Company has not identified any uncertain tax positions.

Related party:

Techtron Environmental Solutions LLC, which has common ownership with the Company, developed the franchise concept and incurred expense prior to the funding of the Company. These expenses were minimal and not included in these financial statements.

Subsequent events:

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through February 5, 2026 the date the financial statements were available to be issued.

ATTACHMENT B

TO TECHTRON ENVIRONMENTAL SOLUTIONS FDD

FRANCHISE AGREEMENT AND EXHIBITS

TECHTRON ENVIRONMENTAL SOLUTIONS®
FRANCHISE AGREEMENT

_____
FRANCHISEE

_____
DATE OF AGREEMENT

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EXHIBITS

A – FRANCHISED BUSINESS LOCATION AND PROTECTED TERRITORY

B – ELECTRONIC TRANSFER OF FUNDS FORM

C – GUARANTY AND ASSUMPTION OF OBLIGATIONS AGREEMENT

D – STATE-SPECIFIC FRANCHISE AGREEMENT ADDENDA

TECHTRON ENVIRONMENTAL SOLUTIONS® FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20_____, between Techtron Franchising LLC, a Delaware limited liability company, with a principal place of business at 2040 North Ferry Street, Anoka, MN 55303 ("Company," "we" or "us"), and _____, a(n) _____, ("you" or "Franchisee"). If more than one individual is named as "you" or "Franchisee," the obligations imposed upon each shall be joint and several.

INTRODUCTION

A. We have developed a unique system for the development and operation of a business that offers on-site lab testing services for asbestos, mold, lead, and soot testing directly at clients' locations under the Techtron Environmental Solutions Marks (defined in Section 1(G) below) and System (defined in Section 1(K) below).

B. We grant qualified persons the right to develop, own and operate a franchised Techtron Environmental Solutions business using the System at a specific location.

C. You desire to obtain the right to develop and operate a franchised Techtron Environmental Solutions business using the System at a specific location.

D. We have agreed to grant to you the right to develop and operate a franchised Techtron Environmental Solutions business subject to the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the mutual covenants and agreements stated below, the parties agree as follows:

1. DEFINITIONS

A. "Confidential Information" means the methods, techniques, formats, marketing and promotional techniques and procedures, specifications, information, systems, software, and knowledge of and experience in operating and franchising Techtron Environmental Solutions businesses that we communicate to you or that you otherwise acquire in operating the Franchised Business under the System. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by you.

B. "Designated Account" means those customers or accounts we designate, in our sole and absolute discretion, as desiring central billing accounts, and are located in more than one franchised or company-owned territory or market.

C. "Designated Owner" means the Principal Owner we approved who will oversee the Franchised Business operations and represent you in interacting with us. The Designated Owner must successfully complete our initial training program and all mandatory follow-up training programs. The Designated Owner is listed on Exhibit A. The Designated Owner and Manager may be the same person.

D. "Franchised Business" means the franchised Techtron Environmental Solutions business you develop and operate under this Agreement which offers on-site lab testing services for asbestos, mold, lead, and soot testing directly at clients' locations and related services we designate and require.

E. "Gross Revenue" means the aggregate amount of all sales of goods and services, whether for cash, by check, credit card or otherwise, made or provided at or in connection with the Franchised Business. "Gross Revenue" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes that you pay or accrue. For the purposes of this Agreement, a sale occurs at the earlier of when the revenue is collected or at the time the services are performed. Gross Revenue will not be adjusted for uncollected accounts.

F. "Industrial Hygienists" means an individual who is responsible for performing the testing services on behalf of the Franchised Business and who has successfully completed our designated training program and all mandatory follow-up training programs.

G. "Marks" means the Techtron Environmental Solutions trademarks and service marks, and other trademarks, service marks, domain names, logos and commercial symbols that we have designated, or may in the future designate, for use in the System.

H. "Manager" means the designated individual responsible for the day-to-day operation of the Franchised Business. We must approve the Manager and the Manager must successfully complete our initial training program and all mandatory follow-up training programs. The Designated Owner and Manager may be the same person, but the Manager may not be an Industrial Hygienist.

I. "Principal Owner" means any person or entity who directly or indirectly owns a 10% or greater interest in you. If any Principal Owner is a corporation, limited liability company, trust, or other entity (other than a partnership), the Principal Owner will include any individual person that is a direct or indirect shareholder or owner that owns or holds 10% or more ownership interest in such entity Principal Owner. If any Principal Owner is a partnership, a Principal Owner will include each general partner of such partnership and, if such general partner is an entity, any individual person that is a direct or indirect person that owns or holds 10% or more ownership interest in such general partner.

J. "Protected Territory" means one or more protected territories identified in Exhibit A.

K. "System" means the Techtron Environmental Solutions system which includes providing on-site lab testing services for asbestos, mold, lead, and soot testing directly at clients' locations, and other related services, that we may designate in the future under the Marks, using certain distinctive types of equipment (including the Mobile Lab(s) (as defined in Section 5(B) and the Computer System (as defined in Section 5(D) below)), supplies, Confidential Information, business techniques, Proprietary Software (as defined in Section 5(D) below), servicing techniques, methods and procedures, and sales promotion programs, as we periodically may modify and further improve.

2. GRANT OF FRANCHISE

A. Grant of Franchise, Franchised Business Location and Protected Territory. Subject to the provisions contained in this Agreement, we grant you a franchise (the "Franchise") to own and operate the Franchised Business and to use the Marks in operating the Franchised Business. You may either lease a space for the Franchised Business or operate the Franchised Business from a home office provided that there is a dedicated office space within the residence. Regardless of whether you lease a space for the Franchised Business or operate the Franchised Business from a home office: (i) the Franchised Business premises must be located inside the Protected Territory, and (ii) the Franchised Business premises must meet our standards and requirements. The location of the Franchised Business and your Protected Territory are identified in Exhibit A.

B. Nature of your Protected Territory. During the Term of this Agreement (as defined in Section 3(A) below), and provided you are in compliance with this Agreement, we will not place or grant a third party the right to place another full service Techtron Environmental Solutions business within the Protected Territory, except as permitted under this Agreement. The license granted to you under this Agreement is personal in nature. Unless we otherwise expressly authorize in writing, the Marks licensed to you under this Agreement may be used in connection with one or more Mobile Lab(s) we authorize (as defined in Section 5(B)), provided each Mobile Lab is only used inside the Protected Territory without our prior written consent. You may not sell products or services identified by the Marks at any location other than from a Mobile Lab that we approve that is operated solely inside the Protected Territory without obtaining our prior written consent. You may not offer or sell any products or services we do not approve. Except as expressly stated in this Agreement, you must concentrate your advertising and marketing efforts inside your Protected Territory. You will not have the right to subfranchise or sublicense any of your rights under this Agreement. You will not use the Franchised Business for any purposes other than the operation of a franchised Techtron Environmental Solutions business.

Except as outlined below or as it relates to Designated Accounts, there are no restrictions on the customers you may service, provided all sales and services must be provided to commercial or residential customers located inside your Protected Territory. If neither we nor another franchisee operates in an area adjacent to your Protected Territory, then upon your receipt of our prior written consent, you may advertise, market and/or service customers located outside of your Protected Territory. In such instances, we reserve the right to require you in the future to cease all direct advertising and marketing efforts to those customers located outside your Protected Territory, and we reserve the right to require you to purchase the area adjacent to your Protected Territory in order to continue servicing that area upon written notice to you.

C. Rights Reserved To Us. We (for ourselves and our affiliates) retain the right:

1. to operate, or to grant other persons the right to operate, Techtron Environmental Solutions businesses outside the Protected Territory (except to the extent we may be restricted under a separate Techtron Environmental Solutions franchise agreement to which you are a party);

2. to service customers or offer products or services, or to grant other persons the right to service customers or offer products or services, located inside or outside the Protected Territory under any trademarks except for the Marks; *provided*, that we will not authorize any distributor to provide the full offering of products and services offered at or from your Franchised Business, except as a result of a merger or acquisition as described below;

3. to sell products, equipment, and other materials under the Marks or other trademarks through dissimilar channels of distribution (i.e., other than the operation of a Techtron Environmental Solutions business), including by electronic means such as the Internet and by websites we establish, or through retail locations within and outside the Protected Territory;

4. to merge with, acquire, be acquired, or become associated with any businesses of any kind under other systems and/or other marks, which businesses may convert to or operate under the Marks or other trademarks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Franchised Business, and which may be located anywhere inside or outside the Protected Territory;

5. to provide services to Designated Accounts as described further below;

6. to service customers or offer products or services, or to grant other persons the right to service customers or offer products or services within your Protected Territory and in

accordance with the terms described in the Manuals if: (a) there is a natural disaster within your Protected Territory as described further below, (b) you are unwilling or unable to service any customer in the Protected Territory, including if you are unable to service any customer within the time period requested by the customer; or (c) you are in breach of the terms of this Agreement, including the Minimum Performance Requirement Per Protected Territory; and

7. to advertise the System on the Internet (or any other existing or future form of electronic commerce) and to create, operate, maintain and modify, or discontinue the use of a website using the Marks.

D. Designated Accounts. In addition to the reserved rights outlined in Section 2(C) above, we or our affiliates have the right to sell and enter into agreements with Designated Accounts, both inside and outside the Protected Territory. You must participate in any regional or national accounts program (the "Designated Accounts Program") we designate, and comply with the terms of the Designated Accounts Program as described in the Manuals (as defined in Section 6(G) below) or as we otherwise describe in writing. You understand that we will establish the rules under which you will participate, and be compensated for participation, in the Designated Accounts Program and that we may terminate, modify or replace the Designated Accounts Program at any time. We have the right to service a Designated Account or grant a third party (including another Techtron Environmental Solutions franchisee) the right to service a Designated Account in your Protected Territory for all of the following reasons: (i) you are in default of this Agreement; (ii) the Designated Account objects to you providing the services; (iii) you fail to timely notify us of your acceptance of the Designated Account business; or (iv) you cannot or will not service the Designated Account business for any reason. If a Designated Account contacts you directly, you must refer the Designated Account to us within 2 business days. We will negotiate all contracts with Designated Accounts and you will not have any right to negotiate any contract or provide services to the Designated Account without our express written consent.

E. Natural Disasters. In addition to the reserved rights outlined in Section 2(C) above, we or our affiliates have the right to service customers or offer products or services, or to grant other persons the right to service customers or offer products or services, both inside and outside the Protected Territory, if there is a "natural disaster" in all or part of your Protected Territory. For the purposes of this Section 2(E), a natural disaster is a hurricane, flood, fire or similar event and the affected area is declared a disaster area or state of emergency by any federal, state or local governmental agency.

F. Minimum Performance Requirement Per Protected Territory. The rights we have granted to you under this Agreement are dependent on your achieving the following minimum performance requirements per protected territory(ies) identified on Exhibit A regarding the Gross Revenue collected from customers located within each of the protected territory(ies) during each 12-month period following your Opening Date (referred to as the "Minimum Performance Requirement Per Protected Territory"):

Time Period	**Annual Gross Revenue Minimum Performance Requirement Per Protected Territory**
First 12 month period	$100,000
Second 12 month period	$125,000
Third 12 month period	$150,000

Your "Opening Date" is the earlier of: (a) the date you begin operations of your Franchised Business; or (b) 180 days following the Effective Date of the Franchise Agreement.

If you fail to meet the Minimum Performance Requirement Per Protected Territory during any reporting year, we have the right, but are not required, to: (i) reduce the size of the Protected Territory; (ii) service customers within the Protected Territory; (iii) require you or your Manager to attend training at your cost and expense; or (iv) terminate this Agreement.

3. TERM OF FRANCHISE; RENEWAL RIGHTS

A. Term. The term of this Agreement commences on the date of this Agreement (the "Effective Date") and ends 5 years after the Effective Date (the "Term").

B. Renewal. You will have the right to renew the Franchise for the Franchised Business for up to 2 additional terms of 5 years, provided you meet the following conditions:

1. you have given us written notice of your intention to renew at least 180 days before the end of the then-existing term of this Agreement;

2. you have fully complied with all provisions of this Agreement, including the payment of all monetary obligations you owe to us or our affiliates, and have complied with our material operating and quality standards and procedures;

3. your Designated Owner, and any other employees we designate completes, to our satisfaction, any new training and refresher programs as we may reasonably require. You are responsible for all travel, living and compensation costs of attendees;

4. you have paid to us a fee equal to 10% of our then current initial franchise fee for the first protected territory ("Renewal Fee") at least 30 days before the then-existing term of this Agreement expires;

5. you sign our then-current form of Techtron Environmental Solutions franchise agreement; provided that you will be required to pay the Renewal Fee in lieu of the initial franchise fee stated in the then-current franchise agreement, which terms and fees may be different from those contained in this Agreement;

6. you and each Principal Owner sign a general release, in a form acceptable to us, of all claims against us and our affiliates, officers, directors, employees, and agents; and

7. you have upgraded and modernized your Franchised Business, including purchasing any new equipment, materials, and supplies we designate, to reflect our then-current requirements and standards.

4. FRANCHISE FEES

A. Initial Franchise Fee. You will pay us an initial franchise fee (the "Initial Franchise Fee") equal to the amount described on Exhibit A. The Initial Franchise Fee is payable when you sign this Agreement, is fully earned by us upon receipt, and is non-refundable.

B. Training Fee. You must pay us a non-refundable training fee ("Training Fee") equal to $10,000 for your Designated Owner, your Manager and one Industrial Hygienist to attend the required training before you begin operations.

C. Royalty Fee. Commencing on the Effective Date and continuing during the entire Term of this Agreement, you must pay us a non-refundable monthly royalty fee (the "Royalty Fee") equal to 8% of Gross Revenue. The Royalty Fee is due and payable monthly on or before the 10th day of the month based on Gross Revenue for the preceding month, or as we otherwise describe in the Operations Manual, and by electronic funds transfer ("EFT").Each reporting year, you must pay us a minimum Royalty Fee equal to 8% of the Minimum Performance Requirement Per Protected Territory ("Annual Minimum Royalty"). If in any reporting year, the total Royalty Fees you paid us are less than the Annual Minimum Royalty, you must pay the difference between the Annual Minimum Royalty and the Royalty Fees you paid us within 30 days following the end of such reporting year.

D. Technology Fee. We reserve the right to charge you a non-refundable then-current monthly technology fee (the "Technology Fee"). The Technology Fee may be used to develop, implement, and maintain certain technologies used in the Franchised Business, including website maintenance, text programs, and other technologies we determine are necessary for use in the Franchised Business. The Technology Fee is due and payable in the same manner, and at the same time, as the Royalty Fee. We may impose or change the Technology Fee upon 90 days' notice to you, provided that the Technology Fee will not be more than our costs plus 20%.

E. Non-Compliance Fee. You must pay us a "Non-Compliance Fee" if you fail to comply on a timely basis with certain obligations under this Agreement or the Manuals. The Non-Compliance Fee is charged as consideration for the expenses we incur in addressing your failure to comply with the terms of this Agreement and the Manuals. All Non-Compliance Fees shall be imposed according to the schedule stated in the Manuals. The fees described in this Section 4(E) shall in no way limit our rights to put you in default or terminate this Agreement.

F. Electronic Transfer of Funds. We will require you to sign electronic transfer of funds authorizations and other documents as we periodically designate, in the form attached as Exhibit B or any other form that we may require or accept, to authorize your bank to transfer, either electronically or through some other method of payment we designate, directly to our account or an affiliate's account and to charge your account for all amounts you owe us or our affiliates. Your authorizations will permit us or our affiliates to designate the amount to be transferred from your account. You will maintain a balance in your account sufficient to allow us or our affiliates to collect the amounts owed to us or our affiliates when due. You will be responsible for any penalties, fines or similar expenses associated with the transfer of funds described herein.

G. Interest. All Royalty Fees, Brand Fees (defined below), and other amounts which you owe to us or our affiliates will bear interest after the due date at the lesser of: (1) 18% per year; or (2) the maximum contract rate of interest permitted by law in the state in which the Franchised Business is located, plus $250 per occurrence for insufficient funds.

H. Application of Payments. We may apply against amounts due to us or any of our affiliates any payments received from you or any indebtedness of us to you.

I. Withholding Payments Unlawful. You agree that you will not withhold payment of any Royalty Fees, Brand Fee or any other amount due us, and that the alleged non-performance or breach of any of our obligations under this Agreement or any related agreement does not establish a right at law or in equity to withhold payments due us for Royalty Fees, Brand Fees or any other amounts due.

J. Tax Indemnification. You will indemnify us and reimburse us for all income, capital, gross receipts, sales, and other taxes that the state in which the Franchised Business is located imposes, or may in the future impose, as a result of your operation of the Franchised Business or the license of any of our intangible property in the jurisdiction in which the Franchised Business is located. If more than one Techtron Environmental Solutions franchisee is located in such jurisdiction, they will share the liability equally. If applicable, this payment is in addition to the Royalty Fee payments described above.

5. DEVELOPMENT AND OPENING OF THE FRANCHISED BUSINESS

A. Your Development of the Franchised Business. Before you begin operating the Franchised Business, you will:

1. obtain all required health, sanitation and business permits and licenses, and any other required permits and licenses;

2. obtain all other licenses or certifications required by applicable law to operate the Franchised Business and to provide on-site lab testing services for asbestos, mold, lead, and soot testing services;

3. obtain an opening inventory of all commercial and residential on-site lab testing products and services for asbestos, mold, lead, and soot testing services, and such other products and materials we require for the Franchised Business;

4. maintain our then current minimum working capital requirements (currently 3 months operating expenses available through cash, line of credit, or loan);

5. obtain all signage that we require for the Franchised Business you will use in connection with operating the Franchised Business;

6. establish filing, accounting and inventory control systems complying with our requirements; and

7. ensure that all mandatory initial training is completed by your Designated Owner, Manager, employees, and Industrial Hygienists.

B. Mobile Lab. You must purchase or lease from us or a designated supplier the mobile lab(s) used in the Franchised Business, which will include one vehicle, required vehicle wraps and the equipment and accessories to operate the mobile lab (each a "Mobile Lab"). You must acquire and use a minimum of one (1) Mobile Lab for each protected territory within your Protected Territory in accordance with the schedule described on Exhibit A. You must purchase any additional Mobile Labs used in your Franchised Business from us or our designated supplier (if any).

C. Equipment and Signs. You will use in operating the Franchised Business only those types of materials, supplies, equipment (including on-site lab testing services for asbestos, mold, lead, and soot testing equipment and computer hardware and software), and signs that we have approved for Techtron Environmental Solutions businesses as meeting our specifications and standards for appearance, function and performance. You may purchase approved types of supplies, materials, equipment, and signs from any supplier we approve or designate (which may include us and/or our affiliates). If you propose to purchase any supplies, materials, equipment, or signs we have not then approved, or any items from any supplier we have not then approved, you must notify us in writing and provide to us (at our request) sufficient specifications, photographs, drawings and other information or samples for us to determine whether the

supplies, materials, equipment, vehicle or sign complies with our specifications and standards, or the supplier meets our approved supplier criteria, which determination we will make and communicate in writing to you within 90 days following our receipt of all information requested. We reserve the right to charge you an evaluation and/or testing fee in connection with our review of any alternate supply or supplier you request.

D. Computer System. You will use in the Franchised Business the computer system we designate, including all existing or future communication or data storage systems, components thereof and associated service, which we have developed and/or selected for the System (the "Computer System"). The Computer System developed for use in your Franchised Business may include one or more proprietary software programs or applications developed for us (the "Proprietary Software"). You must use any Proprietary Software that we designate. The Proprietary Software will remain the confidential property of us or our third party supplier. You may be required to enter into our or a third party supplier's standard form computer software access or license agreement in connection with your use of the Proprietary Software or other software we determine is necessary for the Franchised Business. You must pay us or our third party suppliers the initial and ongoing then-current license fee(s) related to your use of any Proprietary Software or other required software. We reserve the right to assign our rights, title and interest in any Proprietary Software or any software license agreement to a third party we designate, or to replace the Proprietary Software. In such event, you may be required to enter into a separate computer software license agreement specified by us or the third party supplier of the Proprietary Software. You must replace the Computer System, including the Proprietary Software, as we designate. We may require you to make certain updates and modifications to the Computer System more frequently. You will have at the Franchised Business, Internet access with a form of high-speed connection as we require, and a dedicated telephone line for the Franchised Business. You will use an e-mail address we designate or approve for communication with us and customers. The computer hardware component of the Computer System must comply with specifications we develop. We have the right to designate a single source from which you must purchase the Computer System, including the Proprietary Software, any other software or hardware components or associated services. You understand and agree that we or our affiliates may be that single, designated source. You will be required to use and, at our direction, pay for all future updates, supplements and modifications to the Computer System.

E. Customer Data. You acknowledge and agree that we control the use of financial information and customer data produced by or otherwise located on your Computer System (collectively the "Customer Data"). You will only use the Customer Data as a processor as necessary to operate your Franchised Business for the Term unless you obtain our prior written approval. You have no right to sell, transfer, sublicense or otherwise share Customer Data to or with any third party, unless you obtain our prior written approval. You will comply with all directives and terms in the Manuals respecting your use of the Customer Data. We may access Customer Data on the Computer System and at the Franchised Business and you will allow us to audit your records to confirm compliance with these provisions. You will provide to us usernames and passwords to access the Computer System. You are solely responsible for protecting Customer Data from cyber-attacks or unauthorized access, and you waive any claim you may have against us as the direct or indirect result of such attacks or unauthorized access. You will comply with all applicable federal, state, provincial and local laws and regulations concerning the storage, handling, use and protection of Customer Data. In addition, you will comply with any data protection and breach response policies we periodically may establish and must not use or disclose Customer Data in a manner that would cause us to be in violation of our published privacy policy. You will notify us immediately of any actual or suspected data breach or cyber-attack at or in connection with your Franchised Business and/or Customer Data.

F. Personnel Data. Each party is an independent data controller of, or, if applicable, a business in relation to, the personal data or information relating to the other party's employees, contractors and/or executives it collects and processes and each party will comply with all applicable laws and regulations in

relation to the same. The parties will enter into a separate data sharing agreement or processing agreement to the extent and as required by applicable law.

G. Franchised Business Opening. You will not open the Franchised Business for business without our prior written approval. You agree to complete the development and open the Franchised Business for business within 180 days of the Effective Date.

F. Relocation of Franchised Business. You will not relocate the Franchised Business from without our prior written consent.

6. TRAINING AND OPERATING ASSISTANCE

A. Owner/Manager Training. Your Designated Owner must attend our initial training program on the operation of a Franchised Business, provided at a place and time we designate. If the Designated Owner and Manager are two different people, your Manager must also attend our initial training program with the Designated Owner. The initial training program for the Designated Owner (and, if applicable, your Manager) is included in the Training Fee. If we require, or you request that we provide the initial training program to any additional individuals we reserve the right to charge you our then-current initial training fee. You are solely responsible for the compensation, travel, lodging and living expenses your Designated Owner, your Manager, and your employees incur in attending the initial training program and any supplemental or refresher training programs.

B. Industrial Hygienist Training. Before the opening of your Franchised Business, your Industrial Hygienist(s) must attend and successfully complete our required industrial hygienist training program. The industrial hygienist training for one Industrial Hygienist is included in the Training Fee. You must pay us our then-current fee for each additional industrial hygienist that attends our required training. As of the Effective Date, the training fee is equal to $2,000 per week, but we may increase this fee up to 20% per year. The length of the training program will vary depending on the previous experience of you potential industrial hygienist and how quickly they can successfully complete portions of the training program, but is typically six (6) weeks. You may not open the Franchised Business unless at least one Industrial Hygienist successfully complete this training program. Any new Industrial Hygienists must attend and successfully complete our designed training program prior to providing any services to customers of the Franchised Business and pay our then-current fee. You must have one Industrial Hygienist for each Mobile Lab that you are operating, and such Industrial Hygienist(s) must successfully complete training before the date by which you must have another Mobile Lab operational, as described in Exhibit A. You are solely responsible for the compensation, travel, lodging and living expenses your Industrial Hygienists incur in attending any training program and any supplemental or refresher training programs.

C. Opening Assistance. Before the opening of your Franchised Business, we will make a representative available to you to assist when you commence operating your Franchised Business, as we determine. We will not charge a training fee for our opening assistance, but you must pay us our then-current fee for any on-site assistance.

D. Required Ongoing Training. We may require your Designated Owner, Manager, Industrial Hygenists and/or such other employees we designate to attend or, when available, participate by Internet in, such additional training that we designate. You are responsible for the compensation, travel, lodging and living expenses your Designated Owner, your Manager, your Industrial Hygienist, and your employees incur in attending any required ongoing training. We reserve the right to charge a reasonable fee in connection with any ongoing training we offer.

E. Operating Assistance. As the owner of your Franchised Business, you are solely responsible for the day-to-day operation of your Franchised Business. We will, however, provide you with operational advice and assistance in operating the Franchised Business as we deem appropriate. Operating assistance may include advice regarding the following:

1. products and services authorized for sale at Techtron Environmental Solutions businesses;

2. marketing and sales promotion programs for on-site lab testing services for asbestos, mold, lead, and soot testing services;

3. selecting and purchasing on-site lab testing services for asbestos, mold, lead, and soot testing supplies, equipment and materials for the Franchised Business;

4. employee relations and accountability of employees; and

5. establishing and operating administrative, bookkeeping, accounting, inventory control, sales and general operating procedures to properly operate a Techtron Environmental Solutions business.

We will provide such guidance through our Manuals, bulletins or other written materials, telephone conversations and/or meetings at our office or at the Franchised Business. We will also provide you with additional assistance or support as needed. We reserve the right to charge you a fee for such additional support or assistance.

F. Conference. You must attend any franchise conference or convention that we sponsor or designate. You must pay to us our then-current conference fee and you are responsible for all travel and living expenses. If you fail to attend the franchise conference without our prior written consent, you must pay our then-current fee per attendee for failing to attend the franchise conference.

G. Manuals. During the Term of this Agreement, we will provide to you electronic access to an operations manual and other handbooks, manuals and written materials (collectively, the "Manuals") for Techtron Environmental Solutions businesses. The Manuals will contain mandatory and suggested specifications, standards and operating procedures that we develop for Techtron Environmental Solutions businesses and information relating to your other obligations. We may add to, and otherwise modify, the Manuals to reflect changes in authorized products and services, and specifications, standards and operating procedures of a Techtron Environmental Solutions business. The master copy of the Manuals that we maintain electronically or at our principal office and make available to you will control if there is a dispute involving the contents of the Manuals.

7. MARKS

A. Ownership and Goodwill of Marks. You acknowledge that you have no interest in or to the Marks and that your right to use the Marks is derived solely from this Agreement and is limited to the conduct of business in compliance with this Agreement and all applicable specifications, standards and operating procedures that we require during the Term of this Agreement. You agree that your use of the Marks and any goodwill established exclusively benefits us and our affiliates, and that you receive no interest in any goodwill related to your use of the Marks or the System. You must not, at any time during the Term of this Agreement or after termination or expiration of this Agreement, contest or assist any other person in contesting the validity or ownership of any of the Marks.

B. Limitations on Your Use of Marks. You agree to use the Marks as the sole identification of the Franchised Business, but you must identify yourself as the independent owner in the manner we direct. You must not use any Mark as part of any corporate or trade name or in any modified form, and you cannot use any Mark in selling any unauthorized product or service or in any other manner unless we have expressly authorized such use in writing. You agree to display the Marks prominently and in the manner we direct on all signs and forms. Subject to our rights described in this Agreement, you agree to obtain fictitious or assumed name registrations as may be required under applicable law.

C. Restrictions on Internet and Website Use. We retain the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of, a website using the Marks. You have the right to access our website. Except as we may authorize in writing, however, you will not: (1) link or frame our website; (2) conduct any business or offer to sell or advertise any products or services on the Internet (or any other existing or future form of electronic communication) except through a webpage that we approve; (3) create or register any Internet domain name in any connection with your Franchise; and (4) use any e-mail address which we have not authorized for use in operating the Franchised Business. You will not register, as Internet domain names, any of the Marks or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar. Further, you may not market, advertise or promote your Franchised Business or conduct any business on the Internet, including using social and professional networking sites to promote your Franchised Business, except as provided in our written social media policy (if any) or with our prior written approval. We will set up, own, and have administrative rights to any social and professional networking sites that you use in your Franchised Business.

D. Notification of Infringements and Claims. You must notify us in writing within 24 hours of learning of any apparent infringement of or challenge to your use of any Mark, or any claim by any person of any rights in any Mark or any similar trade name, trademark or service mark of which you become aware. You must not communicate with any person other than us and our counsel regarding any infringement, challenge or claim. We or our affiliate may take any action we deem appropriate and have the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Mark. You will sign all documents, provide assistance and take all action as we may reasonably request to protect and maintain our and our affiliate's interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks. To the extent we or our affiliate opt to control any referenced litigation or other proceeding arising out of any alleged infringement, challenge or claim relating to any Mark and you used the Mark in accordance with this Agreement and the Manuals, we will pay for, reimburse and otherwise cover any and all of your reasonable legal expenses and attorney fees incurred herewith (only to the extent previously approved in writing by us).

E. Litigation. You will have no obligation to and will not, without our prior written consent, defend or enforce any of the Marks in any court or other proceedings for or against imitation, infringement, any claim of prior use, or for any other allegation. You will, however, within 24 hours of learning of any alleged claim or complaint, notify us of such claims or complaints made against you respecting the Marks and will, at your expense, cooperate in all respects with us in any court or other proceedings involving the Marks. We will pay the cost and expense of all litigation we incur, including attorneys' fees, specifically relating to the Marks. We and our legal counsel will have the right to control and conduct any litigation relating to the Marks.

F. Changes to Marks. You cannot make any changes or substitutions to the Marks unless we so direct in writing. We reserve the right to modify or discontinue use of any Mark, or to use one or more additional or substitute trademarks or service marks. In such event, you will, at your expense, comply with such modification or substitution within a reasonable time after we notify you.

8. CONFIDENTIAL INFORMATION/IMPROVEMENTS

A. Confidential Information. You acknowledge and agree that you do not acquire any interest in the Confidential Information, other than the right to use it in developing and operating the Franchised Business pursuant to this Agreement, and that the use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, is our trade secret, and is disclosed to you solely on the condition that you agree that you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the Term of this Agreement; (3) will not make unauthorized copies of any Confidential Information disclosed in written form; (4) will adopt and implement all reasonable procedures we direct to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to Franchised Business employees; and (5) will require all Managers and other employees with access to Confidential Information to sign such an agreement in a form we approve. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain Confidential Information in limited circumstances, as specified in the Manuals.

The restrictions on your disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent you are legally compelled to disclose this information, if you use your best efforts to maintain the confidential treatment of the Confidential Information, and provide us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

B. Improvements. You must fully and promptly disclose to us all ideas, concepts, methods, techniques, improvements, additions and Customer Data relating to the development and/or operation of a Techtron Environmental Solutions business or the System, or any new trade names, service marks or other commercial symbols, or associated logos relating to the operation of the Franchised Business, or any advertising or promotion ideas related to the Franchised Business (collectively the "Improvements") that you and/or your employees conceive or develop during the Term of this Agreement. You agree to assign to us all rights to the Improvements without any obligation to you for royalties or other fees.

9. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. Relationship of the Parties. We and you are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venture or employee of the other. Neither party will independently obligate the other to any third parties or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. You must conspicuously identify yourself at the premises of the Franchised Business and in all dealings with customers, lessors, contractors, suppliers, public officials and others as the owner of the Franchised Business under a franchise agreement from us, and must place other notices of independent ownership on signs, forms, stationery, advertising and other materials as we require.

B. YOUR INDEMNIFICATION OBLIGATIONS. YOU AGREE TO INDEMNIFY AND HOLD US AND OUR SUCCESSORS AND ASSIGNS, SUBSIDIARIES, AFFILIATES, STOCKHOLDERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES AND AGENTS HARMLESS AGAINST, AND TO REIMBURSE THEM FOR, ANY LOSS, LIABILITY OR DAMAGES ARISING OUT OF OR RELATING TO YOUR OWNERSHIP OR OPERATION OF THE FRANCHISED BUSINESS, AND ALL REASONABLE COSTS OF DEFENDING ANY CLAIM BROUGHT AGAINST ANY OF THEM OR ANY ACTION IN WHICH ANY OF THEM IS NAMED AS A PARTY (INCLUDING REASONABLE ATTORNEYS' FEES) UNLESS THE LOSS, LIABILITY,

DAMAGE OR COST IS SOLELY DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

C. Our Indemnification Obligations. We agree to indemnify and hold you and your officers, directors and agents harmless against, and to reimburse them for, any loss, liability or damage solely arising from or relating to our breach of this Agreement, gross negligence or willful misconduct and all reasonable costs of defending any claim related to the foregoing brought against you or any action in which you are named as a party (including reasonable attorneys' fees).

D. Survival. The indemnities and assumptions of liabilities and obligations continue in full force and effect after the expiration or termination of this Agreement.

10. FRANCHISED BUSINESS IMAGE AND OPERATING STANDARDS

A. Condition of Mobile Lab. You agree to maintain the condition and appearance of the Mobile Lab(s), and repair or replace the Mobile Lab(s) as we may require, including any rebranding and equipment upgrades consistent with our requirements. If at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the Mobile Lab(s) does not meet our then-current standards, we will so notify you, specifying the action you must take to correct the deficiency.

B. Your Hiring and Training of Employees. As the owner of your Franchised Business, you are solely responsible for the day-to-day operation of your Franchised Business, including all employment related matters and issues that may arise. You will hire all employees of the Franchised Business, be exclusively responsible for the terms of their employment and compensation, and implement a training program for Franchised Business employees in compliance with our requirements. You will maintain at all times a staff of trained employees sufficient to operate the Franchised Business in compliance with our standards and applicable law, including ensuring that all of your employees are federally E-verified. You must have one Industrial Hygienists on staff for each Mobile Lab you operate at all times.

C. Products, Supplies and Materials. You agree that the Franchised Business will only offer for sale those products and services which we have approved as being suitable for sale and meeting the standards of quality and uniformity for the System. We periodically may modify the lists of approved services, as described in the Manuals. You agree to immediately cease selling products, and offering or performing services, we no longer approve, and you agree to begin offering new or modified products and services within the time period(s) we describe in the Manuals. Certain products and services must be purchased from suppliers we have approved (which may include us and/or our affiliates). You may be required to enter into a supply agreement with such suppliers. We periodically may modify the lists of approved products, brands and suppliers, and you will comply with such modified lists of approved products, brands and suppliers. If there is a testing services that you cannot perform in a Mobile Lab, you must refer such testing to us or our designee. If you propose to offer for sale any products or services which we have not approved, you must first notify us in writing and provide sufficient information, specifications and samples concerning the brand and/or supplier to permit us to determine whether the brand complies with our specifications and standards and/or the supplier meets our approved supplier criteria. We will notify you within a reasonable time (generally within 90 days) whether or not the proposed product, brand and/or supplier is approved. We reserve the right to charge an evaluation and/or testing fee in connection with this process. We may develop procedures for the submission of requests for approved brands or suppliers and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be signed by approved suppliers). We may impose limits on the number of suppliers and/or brands for any products and services to be used in the Franchised Business. You agree that certain products may only be available from one source, and we or our affiliates may be that source. You must, at all times, maintain an inventory of products sufficient in quantity and variety to realize the full potential of the

Franchised Business or as we require or suggest in the Manuals. Neither we nor our affiliates, however, guaranty that product will be available from us or any third party supplier. YOU ACKNOWLEDGE AND AGREE THAT WITH RESPECT TO ANY GOODS OR SERVICES SUPPLIED OR SOLD BY APPROVED SUPPLIERS OTHER THAN US OR OUR AFFILIATES, NOW AND IN THE FUTURE, WE MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

ANY TECHTRON ENVIRONMENTAL SOLUTIONS™ GOODS OR SERVICES SUPPLIED OR SOLD BY US OR OUR AFFILIATES ARE SUBJECT TO THE LIMITED WARRANTY PROVIDED TO US OR OUR AFFILIATES BY OUR OR OUR AFFILIATES' SUPPLIERS AND MANUFACTURERS. THE TERMS OF THE LIMITED WARRANTY WILL BE PROVIDED TO YOU UPON THE PURCHASE OF THE GOODS AND SERVICES FROM US OR OUR AFFILIATES. WE AND OUR AFFILIATES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES, OR ANY CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND.

D. Standards of Service. You must at all times give prompt, courteous and efficient service to your customers. You must, in all dealings with your customers, suppliers and the public, adhere to the highest standards of honesty, integrity and fair dealing.

E. Specifications, Standards and Procedures. While you are solely responsible for the day-to-day operation of your Franchised Business, you acknowledge that we will impose certain mandatory specifications, standards and operating procedures (whether contained in the Manuals or any other written communication to you) that must be met to protect the Marks, customer experience and other Techtron Environmental Solutions businesses. You agree to comply with all mandatory specifications, standards and operating procedures we impose, including:

1. type and quality of products and services offered through the Franchised Business;

2. quality and uniformity of service and sales of all products and services at the Franchised Business;

3. methods and procedures relating to marketing, dealing with customers and providing services;

4. the safety, maintenance, cleanliness, function and appearance of the Franchised Business and the Mobile Lab(s);

5. the style, make and/or type of equipment used in operating the Franchised Business;

6. use of promotional or branded signs, posters, displays, standard formats and similar items;

7. Franchised Business advertising and promotion;

8. complying with all laws and regulations relating to privacy and data protection and complying with any and all privacy policies or data protection and breach response policies we periodically may establish; and

9. complying with all laws, regulations and certifications as we deem relevant.

F. Quality Control. Except as may be described in the Manuals, all reports prepared by any Industrial Hygienist in the Franchised Business must be reviewed by us of our designee until such time as we notify you that such Industrial Hygienist is exempt from the review requirement (for at least six months). We may revoke the exemption from the review requirement for any Industrial Hygienist at any time upon notice to you, and we may periodically perform quality control reviews at any time. You must pay us or our designee our then-current technical review fee to perform such reviews.

G. Compliance with Laws and Good Business Practices. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. You must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies we periodically may establish. You must notify us in writing within 24 hours of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, injunction, or award of decree by any court, agency or other governmental instrumentality, that may adversely affect the operation or financial condition of you or the Franchised Business. You must notify us immediately of any suspected data breach at or in connection with the Franchised Business. You will not conduct any business or advertising practice which injures other Techtron Environmental Solutions businesses, the System or the goodwill associated with the Marks.

H. Management of the Franchised Business/Conflicting Interests. The Franchised Business must at all times be under the direct supervision of the Designated Owner. The Designated Owner must at all times faithfully, honestly and diligently perform your obligations and continuously use his/her best efforts to promote and enhance the business of the Franchised Business. In addition, the Manager must assume responsibilities on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments or otherwise may conflict with your obligations.

I. Insurance. You agree to purchase and maintain in force, at your expense, all of the insurance coverage we require in the types and amounts described in the Manuals. Currently, these requirements include the following: (a) general liability insurance in the amount of $1 million per occurrence and $2 million in the aggregate; (b) product/completed operations insurance in the amount of $2 million per occurrence; (c) personal and advertising injury insurance in the amount of $1 million per occurrence; (d) commercial auto insurance in the amount of $1 million single combined aggregate; (e) business interruption insurance in the amount of $1 million; however, in the first 3 years of operations for start-up franchisees, we may approve lower amounts based on your estimated sales; (f) umbrella liability insurance in the amount of $2 million per occurrence and $2 million in the aggregate; and (g) all insurance required by law. In addition, we recommend cyber liability insurance in the amount of $1 million per occurrence. All insurance policies will: (1) be issued by an insurance carrier(s) acceptable to us; (2) will name us and our affiliates as an additional insured; (3) contain a waiver of the insurance company's right of subrogation against us; (4) contain the minimum insurance coverage that we designate in the Manuals for each Techtron Environmental Solutions franchised business that you operate, including this Franchised Business; and (5) provide that we will receive 30 days' prior written notice of any material change in or termination, expiration or cancellation of any policy. We periodically may, with prior written notice to you, increase the minimum liability protection requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability. If you at any time fail to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence thereof, we, at our option, may obtain insurance coverage for you. You agree to promptly sign any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums we incur. You will

provide us with copies of the certificate of insurance, insurance policy endorsements or other evidence of compliance with these requirements at least 2 weeks before you take possession and commence development of the Franchised Business premises, and at such other times as we may require. In addition, you will provide to us a copy of the evidence of the renewal or extension of each insurance policy in a form we require.

J. Participation in Internet Website. We require you to participate in a Techtron Environmental Solutions website listed on the Internet or other online communications and participate in any extranet system we designate. We will determine the content and use of a Techtron Environmental Solutions website and extranet system and will establish rules under which franchisees will participate. We will retain all rights relating to the Techtron Environmental Solutions website and extranet system and may alter the website or extranet system upon 30 days' notice to you. Your general conduct on the Internet and any extranet system we designate, and specifically your use of the Marks or any advertising on the Internet (including the domain name and any other Marks we may develop as a result of participation in the Internet), will be subject to the provisions of this Agreement. You acknowledge that certain information obtained through your online participation in the website or extranet system is considered Confidential Information (as defined in Section 1(A) above), including access codes and identification codes. Your right to participate in the Techtron Environmental Solutions website or extranet system or otherwise use the Marks or the System on the Internet will terminate when this Agreement expires or terminates.

K. Participation in Certain Programs and Promotions. You must use your best efforts to promote and advertise your Franchised Business and must participate in all advertising and promotional programs we establish in the manner we direct. You must participate in any mystery shopper program we designate and may be required to pay a fee in connection with any designated mystery shopper program. If you do not receive a passing score in connection with any mystery shopper program or quality assurance check we conduct, you must take all actions necessary to address any deficiency and we reserve the right to seek reimbursement from you for any costs and expenses we incur in connection with the mystery shopper program or quality assurance check.

11. MARKETING

A. Brand Fund. During the Term of this Agreement, you will pay to us for deposit in a system Brand Fund (the "Brand Fund") a monthly fee (the "Brand Fee"). As of the Effective Date, the Brand Fee is equal to .5% of Gross Revenue per month and may be raised, at our discretion, up to 2% of Gross Revenue per month with 90 days advanced notice. You will pay us your first Brand Fee once you collect the first occurrence of Gross Revenue. You will pay the Brand Fee in the same manner and at the same time as the Royalty Fee. We will place all Brand Fees we receive in the Brand Fund and we will manage such Brand Fund. We also will contribute to the Brand Fund for each Techtron Environmental Solutions business that we operate in the United States at the same rate as a majority of Techtron Environmental Solutions franchisees must pay to the Brand Fund. Reasonable disbursements from the Brand Fund will be made solely to pay expenses we incur in connection with the general promotion of the Marks and the System. It may also include creating and producing marketing and advertising materials; digital and social media content creation; website hosting; national search engine optimization; Techtron Environmental Solutions annual conference expenses; outside advertising agency fees for creating advertising programs; public relation activities; outside public relations agency fees; technology investments; digital marketing; and reimbursing us the costs of administering the Brand Fund, including employee salaries and benefits. The Brand Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Brand Fund. We cannot ensure that any individual franchisee will benefit directly or on a pro rata basis from the future placement of any such advertising in its local market. We may spend in any fiscal year an amount greater or less than the aggregate contributions of Techtron Environmental Solutions businesses to the Brand Fund in that year. We will determine the methods of advertising, media employed, and scope, contents, terms and conditions of

advertising, marketing, promotional and public relations campaigns and programs. Upon written request, we will provide you an annual unaudited statement of the receipts and disbursements of the Brand Fund for the most recent calendar year. Any end-of-year surpluses or shortages in the Brand Fund in a given year will carry over to the next year

B. Minimum Local Advertising Requirements. In addition to the Brand Fee due under Section 11(A) above, you must spend a minimum of 2% of Gross Revenue (the "Minimum Local Advertising Spend Requirement") on "approved" advertising and promotional activities. On or before 45 days following the end of the applicable calendar year, you will provide us with an accounting of the funds that you spent on local advertising during the preceding calendar year. If you fail to spend the Minimum Local Advertising Spend Requirement during the previous calendar year on approved local advertising, you will deposit with us the difference between the Minimum Local Advertising Spend Requirement and what you actually spent for approved advertising during the calendar year. We will deposit that amount in the Brand Fund. During the first calendar year, you must spend a pro rata portion of the Minimum Local Advertising Spend Requirement on approved local advertising. For purposes of this Section, advertising and promotional activities are "approved" if they are included in our recommended media plan for the Franchised Business (if applicable) and otherwise comply with Section 11(C) below.

C. Approved Advertising and Franchised Business Promotion Materials. You will use only our approved advertising and promotional materials approved by us in promoting the Franchised Business. If you desire to use any advertising or promotional materials in promoting the Franchised Business which we previously have not approved, it must be submitted to us and you must obtain written approval from us at least 15 days before using any such materials, which approval will not be unreasonably withheld. If no response is received it should be considered unapproved. If we later determine that your advertising materials do not satisfy our then-current advertising and promotional standards, you will immediately cease using such materials upon written notice from us.

D. Participation in Certain Programs and Promotions. You will use your best efforts to promote and advertise the Franchised Business and will participate in all advertising and promotional programs we establish in the manner we direct. We may provide you with advertising templates at no cost. If you order any advertising materials from us, we reserve the right to charge you a fee, plus any shipping expenses we incur. You will have the right to advertise and sell your services at the prices you determine, provided such prices are consistent with our general marketing and advertising guidelines.

12. RECORDS AND REPORTS

A. Accounting and Records. During the Term of this Agreement, you will, at your expense, maintain and retain for a minimum of 5 years from the date of their preparation, complete and accurate books, records and accounts (using such methods of bookkeeping and accounting as we may require) relating to the Franchised Business (the "Records"), in the form and manner we direct in the Manuals or otherwise in writing. The Records will include the following: (i) monthly profit and loss statements, (ii) a monthly chart of accounts and income statements in a format we designate; (iii) all tax returns relating to the Franchised Business; and (iv) such other records and information as we periodically may request. You will be permitted to preserve Records and submit reports electronically, consistent with our requirements. As noted in Section 5(D) of this Agreement, we may electronically access all financial information, Records and Customer Data located on your Computer System. Within 30 days of the Effective Date, you must engage a bookkeeping service we designate at your expense and use such bookkeeping services throughout the term of this Agreement, unless we waive that requirement.

B. Reports and Tax Returns. You will deliver to us, or provide us access to, the following: (1) within 30 days following the end of month, monthly financial statements for the previous month that

include a complete profit and loss statement and a balance sheet, a chart of accounts, and an income statement; (2) within 45 days following your Franchised Business' fiscal year end, an annual profit and loss statement and source and use of funds statement for the Franchised Business for the preceding calendar year and a balance sheet for the Franchised Business as of the end of the year, (3) within 15 days following the end of the previous quarter, quarterly royalty reports of weekly revenue and royalties due, and (4) by May 1 of each year a copy of your income tax return, sales tax return and/or payroll tax return for the preceding calendar year. If your filing date is extended, a copy of extension request must be submitted to us within 15 days of its filing. You also will provide to us copies of all Records and other information and supporting documents as we designate. All financial statements, reports and information must be on forms we approve and that you have signed and verified.

13. INSPECTION AND AUDITS

A. Our Right to Inspect the Franchised Business. To determine whether you are complying with this Agreement, we may, during regular business hours, inspect the Franchised Business. You will fully cooperate with our representatives making any inspection and will permit our representatives to interview employees and customers of the Franchised Business.

B. Our Right to Examine Books and Records. We may, at all reasonable times and without prior notice to you, examine, audit, or request copies of the Records (including the books, records and state and/or federal income tax records of the Franchised Business) and the federal income tax returns of any Principal Owner. You must maintain all Records and supporting documents at all times at the Franchised Business premises or your corporate office. You will make financial and other information available at a location we reasonably request and will allow us (and our agents) full and free access to any such information at the Franchised Business or your corporate office. You must make copies of any Records we request and deliver those Records to us or our designee. You otherwise will fully cooperate with our representative and independent accountants hired to conduct any examination or audit.

C. Result of Audit; Unreported Gross Revenue. You must reimburse us for the cost of the audit or examination, including the charges of any independent accountants and the travel expenses, room and board and compensation of our employees, if: (1) an examination or audit is necessary because you failed to timely provide required information; or (2) any examination or audit results in a determination that Gross Revenue for any month is understated by more than 2%. The foregoing remedies are in addition to all other of our remedies and rights under applicable law.

14. COVENANTS

A. Non-Solicitation of Customers. You and each Principal Owner and their respective spouses will not, during the Term of this Agreement, and for a period of 2 years thereafter, directly or indirectly, divert or attempt to divert any business, account or customer of the Franchised Business or any other Techtron Environmental Solutions business or the System to any competing business.

B. Covenant Not to Compete During Term. You and each Principal Owner and their respective spouses will not, during the Term of this Agreement, directly, or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any business offering environmental testing services, including mobile lab testing and on-site testing, or products or services that are competitive with a Techtron Environmental Solutions business, except: (i) with our prior written consent; or (ii) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent 1% or less of that class of securities.

C. Post-Term Covenant Not to Compete. You and each Principal Owner and their respective spouses will not, for a period of 2 years after this Agreement expires or is terminated or the date on which you cease to operate the Franchised Business under this Agreement, whichever is later, directly, or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity with any business offering environmental testing services, including mobile lab testing and on-site testing, or products or services that are competitive with or similar to a Techtron Environmental Solutions business: (i) from the Franchised Business premises, (ii) inside the (your former) Protected Territory; (iii) anywhere within a 25 mile radius of the outside boundary of your former Protected Territory; or (iv) within any other Techtron Environmental Solutions franchisees' protected territory. This Section 14(C) will not apply to: (a) other Techtron Environmental Solutions businesses that you operate under Techtron Environmental Solutions franchise agreements; or (b) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent 1% or less of that class of securities. You agree that the length of time in this Section 14(C) will be tolled for any period during which you are in breach of the covenants or we must seek to enforce your obligations in this Section.

D. Injunctive Relief. You agree that damages alone cannot adequately compensate us if there is a violation of any covenant in this Section in that injunctive relief is essential for our protection. You therefore agree that we may seek injunctive relief without posting any bond or security, in addition to the remedies that may be available to us at equity or law, if you or anyone acting on your behalf violates any covenant in this Section. The covenants stated in this Section will survive the termination or expiration of this Agreement.

15. ASSIGNMENT

A. By Us. This Agreement is fully assignable by us and benefits our successors and assigns. Any such assignment will require the assignee to fulfill our obligations under this Agreement.

B. Your Assignment to Corporation or Limited Liability Company. You (as an individual) may assign this Agreement to a corporation or a limited liability company that conducts no business other than the Franchised Business (or other Techtron Environmental Solutions business under franchise agreements with us), provided: (1) you or the Manager actively manage the Franchised Business; (2) you own at least fifty-one percent (51%) of the ownership interest in the corporation or limited liability company and we approve all Principal Owners; (3) you and all Principal Owners of the assignee entity sign the Guaranty and Assumption of Obligations Agreement attached hereto as Exhibit C; (4) you provide us fifteen (15) days' written notice before the proposed date of assignment of this Agreement to the corporation or limited liability company; (5) you provide to us a certified copy of the articles of incorporation, bylaws, operating agreement, organizational documents, and a list of all shareholders or members having beneficial ownership, reflecting their respective interest in the assignee entity; and (6) the organizational documents and all issued and outstanding stock or membership certificates will bear a legend, in form acceptable to us, reflecting or referring to the assignment restrictions stated in Section 15(C) below. You will not pay a transfer fee for an assignment under this Section 15(B).

C. Your Assignment or Sale of Substantially All of Your Assets. You understand that we have granted the Franchise under this Agreement in reliance on your individual or collective character, attitude, business ability and financial capacity. You and your Principal Owners will not transfer (whether voluntary or involuntary), assign or otherwise dispose of, in one or more transactions, your business, the Franchised Business, substantially all or all of the assets of your business, this Agreement or any interest of 10% or more in you unless you obtain our prior written consent. We will not unreasonably withhold our consent to an assignment, provided you comply with any or all of the following conditions which we may deem necessary:

1. You have satisfied all of your accrued monetary obligations to us, our affiliates and your vendors, and you otherwise are in good standing under this Agreement;

2. The transferee-franchisee (or the managing Principal Owners, if applicable) is approved by us and demonstrates to our satisfaction that he/she meets our managerial, financial and business standards for new franchisees, possesses a good business reputation and credit rating, and has the aptitude and ability to conduct the Franchised Business. You understand that we may communicate directly with the transferee-franchisee during the transfer process to respond to inquiries, as well as to ensure that the transferee-franchisee meets our qualifications;

3. The transferee-franchisee signs our then-current standard form of franchise agreement (although such agreement may provide other rights and obligations from those provided in this Agreement);

4. The transferee-franchisee successfully completes the initial training program required of new franchisees;

5. If required, the lessor of the Franchised Business premises consents to your assignment or sublease of the premises to the transferee-franchisee;

6. You pay us an assignment fee equal to: (a) one-thousand five hundred dollars ($1,500) if the assignment is for less than 50% of the ownership interest in you to another Principal Owner; (b) 75% of our then-current franchise fee if the assignee is a not an existing Techtron Environmental Solutions franchisee; and (c) 50% of our then-current franchise fee if the assignee is an existing Techtron Environmental Solutions franchisee; and you are responsible for any broker fees associated with any sale;

7. You (and each Principal Owner, if applicable) sign a general release, in form and substance satisfactory to us, of any and all claims against us and our affiliates, officers, directors, employees and agents, except to the extent limited or prohibited by applicable law;

8. We approve the material provisions of the assignment or sale of assets which assignment or sale cannot permit you to retain a security interest in this Agreement or any other intangible asset; and

9. You (and each Principal Owner, if applicable) sign an agreement, in form and substance satisfactory to us, in which you and each Principal Owner covenants to observe the post-termination covenant not to compete and all other applicable post-termination obligations.

D. Your Death or Disability. If you (or the Designated Owner) die or are permanently disabled, your executor, administrator or other personal representative, or the remaining Principal Owners, must appoint (if necessary) a competent Manager acceptable to us within a reasonable time, not to exceed 30 days, from the date of death or permanent disability. The appointed Manager must satisfactorily complete our designated training program. If you have been the designated Manager and an approved Manager is not appointed within 30 days after your death or permanent disability, we may, but are not required to, immediately appoint a Manager to maintain Franchised Business operations on your behalf until an approved assignee can assume the management and operation of the Franchised Business. Our appointment of a Manager does not relieve you of your obligations, and we will not be liable for any debts, losses, costs or expenses you incur in operating the Franchised Business or to any creditor of yours for any products, materials, supplies or services purchased by the Franchised Business while it is managed by our

appointed manager. We may charge a reasonable fee for management services and may cease to provide management services at any time.

If you (or the Designated Owner) die or are permanently disabled, your executor, administrator, or other personal representative must transfer your interest within a reasonable time, not to exceed 12 months from the date of death or permanent disability, to a person we approve. Such transfers, including transfers by devise or inheritance, will be subject to conditions contained in Section 15(C) above.

E. Public or Private Offerings. Subject to Section 15(C) above, if you (or any of your Principal Owners) desire to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures or general or limited partnership interests) in you or any of your affiliates, you agree to submit to us any written information we request before its inclusion in any registration statement, prospectus or similar offering circular or memorandum and must obtain our written consent to the method of financing before any offering or sale of securities. Our written consent will not imply or represent our approval respecting the method of financing, the offering literature submitted to us or any other aspect of the offering. No information respecting us or any of our affiliates will be included in any securities disclosure document, unless we furnish the information in writing in response to your written request, which request will state the specific purpose for which the information is to be used. Should we, in our discretion, object to any reference to us or any of our affiliates in the offering literature or prospectus, the literature or prospectus will not be used unless and until our objections are withdrawn. We assume no responsibility for the offering.

The prospectus or other literature utilized in any offering must contain the following language in boldface type on the first textual page:

> "NEITHER TECHTRON FRANCHISING LLC NOR ANY OF ITS AFFILIATES IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER TECHTRON FRANCHISING LLC NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY RESPECTING THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION CONTAINED HEREIN. NEITHER TECHTRON FRANCHISING LLC NOR ANY OF ITS AFFILIATES ENDORSES OR MAKES ANY RECOMMENDATION RESPECTING THE INVESTMENT CONTEMPLATED BY THIS OFFERING."

F. Our Right of First Refusal. If you or your Principal Owners at any time during the Term of this Agreement desire to sell or assign for consideration the Franchise, the Franchised Business, an ownership interest representing (in the aggregate) 50% or more of the ownership in you or all or substantially all of your assets, you or your Principal Owners must obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and must deliver a copy of the offer to us. We have the right, exercisable by written notice delivered to you or your Principal Owners within 30 days following receipt of the proposed offer, to purchase the interest in the Franchised Business or your ownership interest for the price and on terms contained in the offer. We may substitute cash for any non-cash form of payment proposed in the offer and will have a minimum of 60 days to prepare for closing. If we do not exercise our right of first refusal, you or your Principal Owners may complete the sale to the proposed purchaser under the terms of the offer, provided you and the Principal Owners otherwise comply with this Section 15. If the sale to the proposed purchaser is not completed within 180 days after delivery of the offer to us, or if there is a material change in the terms of the sale, we again have the right of first refusal.

G. Guaranty. All Principal Owners of you will sign the Guaranty and Assumption Agreement in the form attached to this Agreement as Exhibit C (the "Guaranty Agreement"). Any person or entity that at any time after the date of this Agreement becomes a Principal Owner of you under the provisions of this

Section 15 or otherwise will, as a condition of becoming a Principal Owner, sign the Guaranty Agreement. You will furnish to us at any time upon reasonable request a certified copy of the Articles of Incorporation or Articles of Organization and a list, in a form we reasonably require, of all shareholders or members of record and all persons having a beneficial interest in any corporation or other entity that is or becomes a franchisee.

16. FRANCHISOR'S TERMINATION RIGHTS

A. Termination of Franchise Agreement - Grounds. You will be in default, and we may, at our option, terminate this Agreement, as provided herein, if: (1) you (or the Designated Owner) fail to satisfactorily complete the initial training program or fail to open and commence operations of the Franchised Business at such time as provided in this Agreement; (2) you violate any material provision or obligation of this Agreement; (3) you or any of your managers, directors, officers or any Principal Owner make a material misrepresentation or omission in the application for the Franchise; (4) you or any of your managers, directors, officers or any Principal Owner are convicted of, or plead guilty to or no contest to a felony, a crime involving moral turpitude, or any other crime or offense that we believe will injure the System, the Marks or the goodwill associated therewith, or if we have proof that you have committed such a felony, crime or offense; (5) you fail to comply with the material requirements of the System or the material standards of uniformity and quality for the products and services as described in the Manuals or in other communications we have provided; (6) you fail to timely pay Royalty Fees, Brand Fees or any other obligations or liabilities due and owing to us or our affiliates or suppliers we approve as a source for required items; (7) you file, or indicate you will imminently file, for bankruptcy are you are otherwise insolvent within the meaning of any applicable state or federal law; (8) you make an assignment for the benefit of creditors or enter into any similar arrangement for the disposition of your assets for the benefit of creditors; (9) you voluntarily or otherwise "abandon" (as defined below) the Franchised Business; (10) you are involved in any act or conduct which materially impairs or otherwise is prejudicial to the goodwill associated with the name "Techtron Environmental Solutions," any of the Marks, or the System; (11) you or a Principal Owner make an unauthorized assignment or transfer of this Agreement, the Franchised Business or an ownership interest in you; (12) you develop or use an unapproved website in connection with the Franchised Business or otherwise conduct any unauthorized activity on the Internet in violation of Section 7(C) above; (13) you fail to comply with the Minimum Performance Requirement Per Protected Territory outlined in Section 2(F) above; or (14) you disclose Confidential Information. "Abandon" means your failure to operate the Franchised Business during regular business hours for a period of 5 consecutive days without our prior written consent unless such failure is due to an event of "*force majeure*" as further described in Section 20(J) below.

B. Procedure. Except as described below, you will have 30 days, or such longer period as applicable law may require, after you receive from us a written notice of default within which to remedy any default hereunder, and to provide evidence thereof to us. If you fail to correct the alleged default within that time (or such longer period of time as applicable law may require), this Agreement will terminate without further notice to you effective immediately when the 30 day period (or such longer period as applicable law may require) expires. You will have 10 days, or such longer period as applicable law may require, after you receive from us a written notice of default within which to remedy any monetary default under this Agreement or any other agreement between you and us or our affiliates. If you fail to correct the alleged monetary default within that time (or such longer period of time as applicable law may require), this Agreement will terminate without further notice to you effective immediately when the 10 day period (or such longer period as applicable law may require) expires. We may terminate this Agreement immediately upon delivery of written notice to you, with no opportunity to cure, if the termination results from any of the following: (1) you fail to comply with one or more material requirements of this Agreement on 3 separate occasions within any 12 month period; (2) the nature of your breach makes it not curable; (3) you willfully and repeatedly deceive customers relative to the source, nature or quality of goods sold; (4) any default under items (3), (4), (7), (8), (9), (10), (11), (12), or (14) in Section 16(A) above; or (5) you willfully and materially falsify any report,

statement, or other written data furnished to us either during the franchise application process or after you are awarded a franchise. Any report submitted under Section 12(B) will be conclusively deemed to be materially false if it understates Gross Revenue by more than 5%.

C. Management of the Franchised Business While You are in Default. In addition to our termination rights described in Sections 16(A) and 16(B) above, while you are in default of this Agreement, we may, but are not required to, manage, or designate a third party to manage, the Franchised Business on your behalf. Our, or our designee's, management of the Franchised Business does not relieve you of your obligations and neither we nor our designee will be liable for any debts, losses, costs or expenses incurred in operating the Franchised Business or to any of your creditors for any materials supplies or services purchased by the Franchised Business while we, or our designee, manage it. We, or our designee, may charge you a fee for management services and may cease providing management services at any time.

C. Applicable Law. If the provisions of this Section 16 are inconsistent with applicable law, the applicable law will apply.

17. FRANCHISEE'S TERMINATION RIGHTS

You may terminate this Agreement if we violate any of our material obligations to you and fail to cure such violation within 60 days after our receipt of written notice from you; provided, however, that you are in substantial compliance with the Agreement at the time you give such notice of termination. Your written notice must identify the violation and demand that it be cured.

18. FRANCHISEE OBLIGATIONS UPON TERMINATION

A. Post-Term Duties. If this Agreement expires or is terminated for any reason other than a termination as a result of our breach, you will:

1. within 10 days after termination or expiration, pay all amounts due and owing to us or our affiliates, including all Royalty Fees, Brand Fees and accrued interest due under this Agreement;

2. discontinue using, and return to us by first class prepaid United States mail any hard copies of, and delete all electronic copies of, the Manuals and any other manuals, advertising materials, and all other printed materials relating to the operation of the Franchise;

3. cease using and assign to us or, at our discretion, disconnect the telephone number for the Franchised Business. You acknowledge that we have the sole right to and interest in all telephone numbers and directory listings associated with the Marks or used in connection with operating the Franchised Business, and you authorize us, and appoint us as your attorney-in-fact, to direct the telephone company and all listing agencies to transfer such numbers and listings to us;

4. cease using and assign to us all email addresses or social media accounts used in connection with the Franchised Business;

5. remove from the Franchised Business premises and from any vehicle used in operating the Franchised Business, all signs, posters, fixtures, decals, wall coverings and other materials that are distinctive of a Franchised Business or bear the name Techtron Environmental Solutions or other Marks or any name or mark substantially similar to any Mark;

6. discontinue using the Proprietary Software, including the return of all materials relating to the Proprietary Software, and provide us or our designee with full access to your Computer System hard drive to delete the Proprietary Software and related content;

7. take all necessary action to cancel all fictitious or assumed name or equivalent registrations relating to your use of any of the Marks;

8. immediately cease using Confidential Information and return to us all documents, including those documents in electronic format, that contain Confidential Information;

9. cease using and transfer to us all Customer Data; and

10. comply with all other applicable provisions of this Agreement, including the non-compete provisions.

Upon termination of this Franchise Agreement for any reason, your right to use the name Techtron Environmental Solutions and the other Marks and the System will immediately terminate and you (and the Principal Owners) will not in any way associate yourself/themselves as being associated with us. If you fail to remove all signs and other materials bearing all or any portion of the Marks, we may do so at your expense.

B. Our Option To Purchase Franchised Business. If this Agreement expires or is terminated for any reason (other than our fault), we have the option, upon 30 days' written notice from the date of expiration or termination, to purchase from you any or all the tangible and intangible assets relating to the Franchised Business, including the Mobile Lab(s) (excluding any unsalable inventory, cash, short-term investments and accounts receivable) (collectively, the "Purchased Assets") and to an assignment of your lease for (1) the Franchised Business premises (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as your lease) and (2) any other tangible leased assets used in operating the Franchised Business. If the landlord respecting the lease for the Franchised Business premises is an affiliate of you (controlling, controlled by or under common control with you) we will have the right to assume the lease on terms generally consistent with then-current market rates for space in the immediate area surrounding the Franchised Business location. We may assign to a third party this option to purchase and assignment of leases separate and apart from the remainder of this Agreement. While we have the option to have the lease for the Franchised Business premises assigned to us, we do not have the obligation to take over the lease for the Franchised Business premises.

The purchase price for the Franchised Business will be the fair market value of the Purchased Assets; provided that: (1) we may exclude from the Purchased Assets any products or other items that were not acquired in compliance with this Agreement; and (2) we may exclude from fair market value any provision for goodwill or similar value attributable to intangible property (such as the Marks and Confidential Information). If the parties cannot agree on fair market value within a reasonable time, we will designate an independent appraiser to determine the fair market value of the Purchased Assets. The determination of such appraiser will be binding on the parties hereto, and the costs of such appraisal will be divided equally between you and us. The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur within a reasonable time, not to exceed 60 days, after the fair market value is determined. At the closing, you will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to us or our designee and such other documents we may reasonably request to permit us to operate the Franchised Business without interruption. We may set off against and reduce the purchase price by all amounts you owe to us or any of our affiliates. If we exercise our option to purchase the Franchised Business, we may, pending the closing, appoint a manager to maintain Franchised Business operations.

If we assume the lease for the Franchised Business under this Section, you will pay, remove or satisfy any liens or other encumbrances on your leasehold interest and will pay in full all amounts due the lessor under the lease existing at or prior to assumption. We are not liable for any obligation you incur before the date we assume the lease.

C. Continuing Obligations. All obligations of us and you which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect following its expiration or termination and until they are satisfied or expire.

19. DISPUTE RESOLUTION

A. Arbitration. Except to the extent we elect to enforce the provisions of this Agreement by injunction as provided in Section 19(B) below, all disputes, claims and controversies between the parties, whether arising under or in connection with this Agreement or the negotiation, making, performance, breach or interpretation thereof (including claims of fraud in the inducement and other claims of fraud in the arbitrability of any matter) will be settled by arbitration under the authority of the Federal Arbitration Act in Minneapolis, Minnesota. The proceedings will be conducted under the Commercial Arbitration Rules of the American Arbitration Association or the rules of such other arbitration services organization as the parties otherwise may agree upon in writing, to the extent such rules are not inconsistent with the provisions of this arbitration provision. The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this Agreement. The arbitration will be on an individual basis only and not consolidated with any other proceeding. The decision of the arbitrator(s) will be final and binding on all parties; provided, however, the arbitrator(s) may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by us. The binding or preclusive effect of any award will be limited to the actual dispute or claim arbitrated, and to the parties, and will have no collateral effect on any other dispute or claim of any kind. This Section 19 will survive termination or nonrenewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceeding, we and you will fully perform our respective obligations under this Agreement.

B. Injunctive Relief. Notwithstanding Section 19(A) above, you recognize that a single franchisee's failure to comply with the terms of this Agreement could cause irreparable damage to us and/or to some or all other Techntron Environmental Solutions™ franchisees. Therefore, if you breach or threaten to breach any of the terms of this Agreement, we will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until such time as a final and binding determination is made by the arbitrators.

C. Attorneys' Fees. The nonprevailing party will pay all costs and expenses, including reasonable attorneys' fees and interest on all such costs and expenses, the prevailing party incurs in any action brought to enforce any provision of this Agreement or to enjoin any violation of this Agreement.

D. Claims. You and your Principal Owners and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement or your Franchised Business after the shorter period of the applicable statute of limitations or one year following the effective date of termination of this Agreement; provided that where the one year limitation of time is prohibited or invalid under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

20. ENFORCEMENT

A. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination or non-renewal of this Agreement than is required, or the taking of some other action not required, the prior notice and/or other action required by law or rule will be substituted for the comparable provisions.

B. Waiver of Obligations. Our waiver of any breach by you, or our delay or failure to enforce any provision of this Agreement, will not be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights respecting that or any other breach. In addition, acceptance by us of any payments or partial payments due to us under this Agreement shall not be deemed a waiver by us of any preceding or succeeding breach by you of any terms, provisions, covenants, or conditions of this Agreement, or other amounts due.

C. Rights of Parties are Cumulative. The rights that we and you have are cumulative and no exercise or enforcement by either party of any right or remedy precludes such party from exercising or enforcing any other right or remedy to which such party is entitled by law or equity to enforce.

D. Venue. Any claims, controversies or disputes arising out of or related to this Agreement that are not subject to arbitration as provided above will be brought in the state court located in Anoka County, Minnesota or in Federal Court for the District of Minnesota. We also have the right to file any such suit against you in the federal or state court where the Franchised Business is located. We and you irrevocably consent to the jurisdiction of such courts. The provisions of this Section 20(D) will survive the termination of this Agreement.

E. Governing Law. Subject to our rights under federal trademark laws, this Agreement will be governed by and construed under the procedural and substantive laws of the state of Minnesota, without regard to any conflict of laws principles of such state. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through any state franchise or business opportunity laws, other than those of the state in which the Franchised Business is located.

F. Binding Effect. This Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified except by written agreement signed by both you and us. Except as provided above, this Agreement is not intended, and will not be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

G. Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement and the relationship between the parties:

1. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

2. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree or are required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "reasonable business judgment" in making our decision or

exercising our rights. A decision or action by us will be deemed to be the result of "reasonable business judgment," even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended to promote or benefit the System generally even if the decision or action also promotes a financial or other of our individual interests. Examples of items that will promote or benefit the System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. Neither you nor any third party (including a trier of fact) will substitute their judgment for our reasonable business judgment.

H. WAIVER OF PUNITIVE DAMAGES. YOU AND WE AND OUR AFFILIATES AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR A CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN US, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.

I. WAIVER OF JURY TRIAL. YOU AND WE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

J. Force Majeure. If any party fails to perform any obligation under this Agreement due to a cause beyond the control of and without the negligence of such party, such failure will not be deemed a breach of this Agreement, provided such party uses reasonable best efforts to perform such obligations as soon as possible under the circumstances. Such causes include strikes, wars, riots, civil commotion, pandemics, and acts of government, except as may be specifically provided for elsewhere in this Agreement.

K. Notice of Our Potential Profit. We advise you that we and/or our affiliates periodically may make available to you goods, products and/or services for use in the Franchised Business on the sale of which we and/or our affiliates may make a profit. We further advise you that we and our affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, products or services to you or in consideration for services provided or rights licensed to such persons. You agree that we and our affiliates will be entitled to such profits and consideration.

L. Entire Agreement. The "Introduction" section, Exhibits A, B and C to this Agreement, the Software as a Service Agreement, and that certain Franchisee Disclosure Acknowledgment Agreement signed contemporaneously by you are a part of this Agreement, represent the entire agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this Agreement is intended to disclaim the representations we made in the Franchise Disclosure Document we provided to you.

M. Counterparts. This Agreement may be signed in multiple counterparts, and the signature pages may be exchanged between the parties via facsimile or email, and all of which, when taken together, will constitute one original Agreement. A fully signed copy of this Agreement will have the same force and effect as the original.

21. NOTICES

All written notices and reports permitted or required to be delivered by the provisions of this Agreement will be delivered by hand, sent by a recognized overnight delivery service or by registered U.S. Mail, or by other means which provides the sender with evidence of delivery, or of rejected delivery, and

addressed to the party to be notified at the address stated herein or at such other address as may have been designated in writing to the other party. Any notice by a means which provides the sender with evidence of delivery, or rejected delivery, will be deemed to have been given at the date and time of receipt or rejected delivery.

22. ACKNOWLEDGEMENTS

A. Success of Franchised Business. The success of the business venture you intend to undertake under this Agreement is speculative and depends, to a large extent, upon your (or the Principal Owner's) ability as an independent businessman, and your active participation in the daily affairs of the Franchised Business as well as other factors. We do not make any representation or warranty, express or implied, as to the potential success of the business venture.

B. Independent Investigation. You acknowledge that you have entered into this Agreement after making an independent investigation of our operations and not upon any representation as to gross revenues, volume, potential earnings or profits which you might be expected to realize, nor has anyone made any other representation, which is not expressly stated herein, to induce you to accept this franchise and sign this Agreement.

C. Receipt of Documents. You represent and acknowledge that you have received our Franchise Disclosure Document at least 14 calendar days before the date of the execution of this Agreement. In addition, you represent and acknowledge that you received from us a copy of this Agreement with all material blanks filled in at least 7 calendar days before the date of execution of this Agreement. You represent that you have read this Agreement in its entirety and that you have been given the opportunity to clarify any provisions that you did not understand and to consult with any attorney or other professional advisor. You further represent that you understand the provisions of this Agreement and agree to be bound.

D. Other Franchises. You acknowledge that our other franchisees of the Company have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement.

The parties have signed this Agreement on the date stated in the first paragraph.

COMPANY/US:	**FRANCHISEE/YOU:**
TECHTRON FRANCHISING LLC	_____
By:_____	By:_____
Name: _____	Name: _____
Title:_____	Title:_____

EXHIBIT A

TO FRANCHISE AGREEMENT

FRANCHISED BUSINESS LOCATION AND PROTECTED TERRITORY

EXHIBIT A

FRANCHISED BUSINESS LOCATION, PROTECTED TERRITORY AND INITIAL FRANCHISE FEE

1. Franchised Business Location. The Franchised Business will be located at the following premises, which is located inside the Protected Territory(ies): _____.

If the premises for the Franchised Business has not been designated as of the Effective Date, we will update this Exhibit A to include the address for the Franchised Business premises once determined.

2. Protected Territory. The Protected Territory includes the following protected territories:

Protected Territory #1. _____

_____

Protected Territory #2. _____

_____

Protected Territory #3. _____

_____

Protected Territory #4. _____

_____

3. Initial Franchise Fee. The Initial Franchise Fee is $_____.

4. Designated Owner. The Designated Owner is: _____.

5. Mobile Lab. You must purchase and use a minimum of _____ Mobile Lab(s) in the Protected Territory in accordance with the following schedule:

Date	**Cumulative Number of Mobile Labs in Operation**

6. Defined Terms. All capitalized terms contained in this Exhibit A and not defined herein will have the same meaning as provided in the Franchise Agreement.

EXHIBIT B

TO FRANCHISE AGREEMENT

ELECTRONIC TRANSFER OF FUNDS FORM

EXHIBIT B TO FRANCHISE AGREEMENT

ACH AUTHORIZATION

Date: _____, 20___

I, the undersigned officer of _____ ("Franchisee"), hereby authorize Techtron Franchising LLC to withdraw or deposit funds, utilizing the following account, by ACH draft or electronic debit for payment or receipt of funds relating to royalty fees, Technology Fees, system marketing fees, contributions or payment of goods or services. If Franchisee has not established an account for ACH/debit payments as of the execution date of the Franchise Agreement, Franchisee agrees to provide to Techtron Franchising LLC the missing information before commencement of the initial training program.

Name on the Account: _____

Address: _____

City, State, Zip: _____

Bank Routing Number: _____

Bank Account Number: _____

E-mail Confirmation: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT C

TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS AGREEMENT

EXHIBIT C

GUARANTY AND ASSUMPTION OF OBLIGATIONS AGREEMENT

In consideration of the execution of the Franchise Agreement, Software as a Service Agreement, and Supply Agreement, all dated _____ (collectively, the "Agreements") by Techtron Franchising LLC ("we" or "us"), each of the undersigned (a "Guarantor") personally and unconditionally guarantees to us, and our successors and assigns, for the term of the Agreements and thereafter as provided in the Agreements that _____ (the "Franchisee") will timely pay and perform each and every undertaking, agreement and covenant stated in the Agreements; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreements.

Each of the undersigned waives: (1) acceptance and notice of acceptance by us of the foregoing undertaking; (2) notice of demand for payment of any indebtedness; (3) protest and notice of default to any party respecting the indebtedness; (4) any right he/she may have to require that an action be brought against Franchisee or any other person as a condition of liability.

Each Guarantor consents and agrees that:

(1) Guarantor's liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, Franchisee and Franchisee's other Guarantors;

(2) Guarantor will make any payment or perform any obligation required under the Agreements upon demand if Franchisee fails to do so;

(3) Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of Franchisee or any assignee or successor;

(4) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit which we may grant to Franchisee, including the acceptance of any partial payment or performance, or the compromise or release of any claims;

(5) We may proceed against Guarantor and Franchisee jointly and severally, or we may, at our option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee or any other Guarantor;

(6) Guarantor will be personally bound by each and every condition and term contained in the Agreements, including but not limited to the non-compete provisions in Section 14 and the dispute resolution provisions contained in Section 19 of the Franchise Agreement; and

(7) Guarantor will pay all reasonable attorneys' fees and all costs and other expenses we incur in enforcing this Guaranty and Assumption of Obligations Agreement (this "Guaranty Agreement") against Guarantor or any negotiations relative to the obligations hereby guaranteed.

Guarantor(s) agree that the following Sections of the Franchise Agreement apply to Guarantor(s) and to this Guaranty Agreement: Section 18(C) (Continuing Obligations); Section 19(C) (Attorneys' Fees); Section 20(B) (Waiver of Obligations); Section 19(A) (Arbitration); Section 20(D) (Venue); Section 20(E) (Governing Law); Section 19(B) (Injunctive Relief); Section 19(D) (Claims); Section 20 (H) (Waiver of Punitive Damages); Section 20(I) (Waiver of Jury Trial); Section 20(F) (Binding Effect); Section 20(G) (Interpretation of Rights and Obligations); Section 20(L) (Entire Agreement); and Section 21 (Notices).

Each of the undersigned has signed this Guaranty Agreement as of the same day and year as the Agreements were executed.

GUARANTOR(S) (PERCENTAGE OF OWNERSHIP)

_____ (____)

_____ (____)

_____ (____)

_____ (____)

_____ (____)

EXHIBIT D

TO FRANCHISE AGREEMENT

STATE-SPECIFIC FRANCHISE AGREEMENT ADDENDA

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043)).

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

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

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.

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

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	FRANCHISEE:
_____	_____
By: _____	By: _____
Its:	Its:
Date: _____	Date: _____

ILLINOIS ADDENDUM
TO THE TECHTRON ENVIRONMENTAL SOLUTIONS FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, 815 ILCS 705/ applies, the terms of this Addendum apply.

Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Illinois law governs the Franchise Agreement.

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

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

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

Franchisee Acknowledgment / Compliance Certification:

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **TECHTRON FRANCHISING LLC**	FRANCHISEE: _____
By: _____ Its: Date: _____	By: _____ Its: Date: _____

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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.

Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

_____

By: _____

Its:

Date: _____

FRANCHISEE:

_____

By: _____

Its:

Date: _____

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	FRANCHISEE:
_____	_____
By: _____	By: _____
Its:	Its:
Date: _____	Date: _____

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	FRANCHISEE:
_____	_____
By: _____	By: _____
Its:	Its:
Date: _____	Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	FRANCHISEE:
_____	_____
By: _____	By: _____
Its:	Its:
Date: _____	Date: _____

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."
>
> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. The following two sections apply to any Franchise Agreement entered into after June 30, 2026:

> a. Section 14(C) of the Franchise Agreement is modified to provide that the post-termination non-compete will not apply to Franchisee following termination or expiration of the Franchise Agreement.
>
> b. Section 20(E) of the Franchise Agreement is amended to provide that the Franchise Agreement will be governed by the laws of the Commonwealth of Virginia.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	FRANCHISEE:
_____	_____
By: _____	By: _____
Its:	Its:

Date: _____ Date: _____

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

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

16. Questionnaires and Acknowledgments.

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

b. Sections 22.A and 22.B of the Franchise Agreement are hereby deleted in their entirety.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____	_____
FRANCHISOR	FRANCHISEE

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	FRANCHISEE:
_____	_____
By: _____	By: _____
Its:	Its:
Date: _____	Date: _____

ATTACHMENT C

TO TECHTRON ENVIRONMENTAL SOLUTIONS FDD

LIST OF CURRENT FRANCHISEES
AS OF DECEMBER 31, 2025

TTLJ JV, LLC
791 Middlegate Rd.
Henderson, NV 89011

LIST OF FORMER FRANCHISEES
AS OF DECEMBER 31, 2025

List of franchisees who transferred an outlet(s) or had an outlet(s) terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the 12-month period ending December 31, 2025 or who has not communicated with us within 10 weeks of the date of this Franchise Disclosure Document:

NONE

If you buy this franchise, your contact information may be disclosed to other buyers when you transfer an outlet(s) or had an outlet(s) terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement.

ATTACHMENT D TO TECHTRON ENVIRONMENTAL SOLUTIONS FDD

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Corporate Oversight Division Franchise Section	G. Mennen Williams Building, 5th Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	New York State Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222
New York (Agent)	Secretary of State of New York	99 Washington Avenue Albany, NY 12231 518-473-2492
North Dakota	Insurance Commissioner (Agent) North Dakota Insurance & Securities Department	600 East Boulevard Avenue, Dept. 401 Bismarck, ND 58505 701-328-2910
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington (Agent)	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Washington (State Administrator)	Department of Financial Institutions Securities Division	P.O. Box 41200 Olympia, WA 98504-1200
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

ATTACHMENT E

TO TECHTRON ENVIRONMENTAL SOLUTIONS FDD

STATE ADDENDA TO THE FDD

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

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.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

Item 3, Additional Disclosure:

Neither we nor any person described 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. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 6, Additional Disclosure:

The highest interest rate allowed by law in California is 10% annually.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043)).

The franchise agreement requires application of the laws of Minnesota. This provision may not be enforceable under California law.

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

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.)

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

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

ILLINOIS ADDENDUM
TO THE TECHTRON ENVIRONMENTAL SOLUTIONS FDD

To the extent the Illinois Franchise Disclosure Act, 815 ILCS 705/ applies, the terms of this Addendum apply.

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

Illinois law governs the Franchise Agreement.

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

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

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

Attachment H, Franchisee Disclosure Document Questionnaire:

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

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure 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 general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Franchisee Acknowledgment / Compliance Certification:

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

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

State Cover Page and Item 17, Additional Disclosures:

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

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's

use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

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

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. The following information is added to the cover page of the Franchise Disclosure Document.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective

order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a 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.

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

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

5. The following is added to the end of the "Summary" 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 the franchisee by Article 33 of the General Business Law of the State of New York

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

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

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

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

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

"According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement 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."

Franchise Questionnaires and Acknowledgments:

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

The following two sections apply to any Franchise Agreement entered into after June 30, 2026:

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise

agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

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

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____	_____
FRANCHISOR	FRANCHISEE

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

ATTACHMENT F

TO TECHTRON ENVIRONMENTAL SOLUTIONS FDD

GENERAL RELEASE FORM

RELEASE OF CLAIMS

NOTE TO THE PROSPECTIVE FRANCHISEE: THIS IS A CURRENT RELEASE FORM THAT GENERALLY WILL BE USED WITH OR INCORPORATED INTO A SEPARATE AGREEMENT. THIS FORM IS SUBJECT TO CHANGE OVER TIME.

For and in consideration of the Agreements and covenants described below, Techtron Franchising LLC ("Franchisor") and _____ ("Franchisee") enter into this Release of Claims ("Agreement").

RECITALS

A. Franchisor and Franchisee entered into an Techtron Environmental Solutions Franchise Agreement dated _____, _____.

B. [NOTE: Describe the circumstances relating to the release.]

AGREEMENTS

1. **Consideration**. [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release.** Franchisee hereby releases Franchisor, its officers, directors, shareholders, members, managers, and agents, and their respective successors, assigns, heirs, and personal representatives, from all debts, representations, agreements, liabilities, actions, and causes of action of every kind and nature arising out of or relating to the Franchise Agreement between Franchisor and Franchisee, the offer and sale of that franchise and the franchise relationship between the parties.

5. **State of Washington**. This Release of Claims does not apply to claims arising under Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

6. **General**. No amendment to this Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. This Agreement is governed by the laws of the State of _____ without regard to conflicts of laws principles. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement. [NOTE: Detail other miscellaneous provisions.]

[*Signatures are on the Following Page*]

FRANCHISEE:	**FRANCHISOR:**
_____	**TECHTRON FRANCHISING LLC**
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

ATTACHMENT G

TO TECHTRON ENVIRONMENTAL SOLUTIONS FDD

MANUALS TABLE OF CONTENTS AND TOTAL NUMBER OF PAGES PER SECTION

Section	**Number of Pages**
Section A: Introduction	13
Section B: Operating Procedures	18
Section C: Human Resources	32
Section D: Administrative Procedures	35
Section E: Field Services	13
Section F: Lab Analysis and Reporting Procedures	24
Section G: Marketing and Promotion	13
SOPs	444
Process SOPs	35
TOTAL	**627**

ATTACHMENT H

TO TECHTRON ENVIRONMENTAL SOLUTIONS FDD

DISCLOSURE ACKNOWLEDGMENT AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT AGREEMENT

Washington franchisees: Do not sign this Questionnaire.

Applicant _____
State of Incorporation/Formation (if applicable) _____
Address of Applicant _____
Location (Territory) Applied For _____

1. I have received all appropriate disclosure documents for the State(s) of _____ at least fourteen (14) calendar days, exclusive of the day I received them and the day I signed them, before signing the Franchise Agreement and/or payment of any monies.

2. I have signed and returned to Franchisor the acknowledgment of receipt for each disclosure document given me.

3. I have had an opportunity to read the Franchise Agreement thoroughly and understand all of Franchisor's covenants and obligations and my obligations as a franchisee of the Techtron Environmental Solutions system. I understand that the Franchise Agreement contains all obligations of the parties and that Franchisor does not grant to me under the Franchise Agreement any right of first refusal.

4. I understand that this franchise business, as in all business ventures, involves risk and despite assistance and support programs, the success of my business will depend primarily upon me and my ability. In addition, I understand that this franchise business may be impacted by other risks, including those outside your or our control such as economic, political or social disruption.

5. Except for fill in the blank provisions or for negotiated changes that I initiated, I received a copy of the revised Franchise Agreement or related agreement at least seven (7) calendar days before the date on which the Franchise Agreement or related agreement was signed.

6. I understand that Franchisor has a national marketing and promotional program which is not directed towards any specific franchise territory but is intended to benefit the entire Techtron Environmental Solutions system nationwide. I further understand that amounts from the national marketing and promotional fund will be used, among other purposes, to offset in-house expenses incurred in providing marketing services, media planning and network marketing support, and providing market intelligence through analytics to the Techtron Environmental Solutions system.

7. The financial performance figures do not reflect the exact costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

8. The representations under this Franchisee Disclosure Acknowledgment Agreement are not intended, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

9. If I was referred to Franchisor by a franchise broker or referral source, the name of that franchise broker(s) or referral source(s) is _____.

10. I have had no promises, guarantees or assurances made to me and no information provided to me relative to earnings, revenues, profits, expenses or projected revenues for this franchise, except as disclosed

in the disclosure document. If I believe that I have received any such promises, guarantees, assurances or information, I agree to describe it below (otherwise write "None").

_____

_____

_____

_____

_____

Applicants' Acknowledgment:

Signature: _____ Signature: _____

Name:_____ Name:_____

Date:_____ Date:_____

ATTACHMENT I

TO TECHTRON ENVIRONMENTAL SOLUTIONS FDD

STATE EFFECTIVE DATES AND RECEIPTS

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	Pending
Hawaii	Pending
Illinoi	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

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 Techtron Franchising LLC ("Franchisor") offers you a franchise, Franchisor must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Franchisor or its affiliate in connection with the proposed franchise sale. Iowa and New York require that Franchisor gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Franchisor gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Franchisor does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on Attachment D.

The franchisor is Techtron Franchising LLC located at 2040 North Ferry Street, Anoka, MN 55303 and 1-800-264-8929.

Issuance Date: April 30, 2026

The franchise seller involved in offering and selling the franchise to you is:

- Ed Baldwin, Techtron Franchising LLC, 2040 North Ferry Street, Anoka, MN 55303, 1-800-264-8929;
- FranDevCo, LLC, 19460 Old Jetton Rd., Suite 204, Cornelius, NC 28031; or
- Will be provided to you separately before you sign a franchise agreement, or is the following individual (with address and telephone number): _____ _____.

Franchisor authorizes the respective state agencies identified on Attachment D to receive service of process for us in the particular state.

I have received a disclosure document dated April 30, 2026, that included the following Attachments:

(A)	Financial Statements	(E)	State Addenda
(B)	Franchise Agreement	(F)	General Release Form
(C)	Current and Former Franchisees	(G)	Manuals Table of Contents
(D)	List of State Administrators; Agents for Service of Process	(H)	Disclosure Acknowledgment Agreement
		(I)	State Effective Dates and Receipts

Date:_____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

This copy to be retained by Prospective Franchisee

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 Techtron Franchising LLC ("Franchisor") offers you a franchise, Franchisor must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Franchisor or its affiliate in connection with the proposed franchise sale. Iowa and New York require that Franchisor gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Franchisor gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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(D)	List of State Administrators; Agents for Service of Process	(H)	Disclosure Acknowledgment Agreement
		(I)	State Effective Dates and Receipts

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

This copy to be returned to Techtron Franchising LLC